

**1. ORDERS, CANCELLATIONS, AND CHANGES.** Seller has the absolute discretion to accept or not accept any orders from the Customer for any reason. Once accepted by Seller, orders may only be cancelled with Seller's written approval. In the event of such approved cancellation of an order, in whole or part, Customer will pay (a) the contract price of all completed items and (b) that portion of the contract price that is equal to the degree of completion of products in process, effective on the date notice of cancellation is received. Orders accepted by Seller may only be changed with Seller's consent and may result in additional costs.

**2. PRICES AND TERMS.** All prices are in U.S. dollars unless otherwise specified by Seller. The prices for the products may be adjusted by Seller to prices in effect at the time of shipment. All prices are net 30, no cash discount from invoice date, unless otherwise specified by Seller in writing. In addition to the prices specified, Customer agrees to pay any federal, state or local excise, use, occupational, or similar tax now in force or to be enacted in the future, assessed against Seller or Customer by reason of this transaction. Seller reserves the right to select a carrier and to specify the routing of all shipments. Prices, terms, and specifications are subject to change without advance notice. No set offs or counterclaims by Customer are allowed unless Seller agrees to them in writing.

**3. RETURNS.** Purchases may not be returned to Seller for credit or exchange without an approved written return authorization number issued by Seller.

**4. SHIPMENT.** All shipments are F.O.B. destination unless Seller specifies otherwise in writing. No claims will be considered unless Seller is notified within 24 hours from receipt of the products. Specified delivery dates are estimates of when products will be shipped or services rendered.

**5. VARIATIONS IN QUANTITIES.** Deliveries of stock products scheduled to be made over an extended number of shipments may vary from Customer's order in quantities which will not exceed ten percent, plus or minus, of each product involved (unless otherwise agreed to in writing) and the billing will be adjusted accordingly.

**6. CONFIDENTIALITY.** If Customer visits Seller's facility or Customer otherwise receives any proprietary or confidential information from Seller, such information will be retained as confidential by Customer and not be used or disclosed to any third party without Seller's prior written consent. Certain information, including but not limited to Seller practices, pricing and procedures, are confidential information of Seller, and shall not be disclosed by Customer to any third party.

**7. CREDIT APPROVAL.** Seller in its absolute discretion may establish a credit limit for Customer for its purchases from Seller. Customer will furnish to Seller all financial information reasonably requested by Seller from time to time for the purpose of establishing or continuing Customer's credit limit. Seller may at any time require additional security to secure Customer's obligations. Customer hereby grants to Seller, a first priority security interest in any products purchased from Seller. Customer agrees to execute such separate security agreements as Seller may reasonably require and acknowledges that Seller may file uniform commercial code financing statements with respect to its interests.

**8. PAST DUE ACCOUNTS.** Interest on all past-due accounts shall accrue and shall be payable by Customer to Seller at the lesser of 1 ½% per month or the maximum rate allowed by law. If Customer is in default on any order, Seller in its absolute discretion may delay shipment, change the payment terms, change the credit limit, not accept new orders, and/or declare any outstanding amounts immediately due and payable.

**9. ASSIGNMENT.** This Agreement and any order or any claim against Seller arising directly or indirectly out of or in connection with this Agreement or any order under it will not be assignable by Customer without Seller's prior written consent.

**10. PROGRAMS.** All allowances, rebates, and amounts under other programs offered to you by Seller from time to time (collectively "Programs") are payable only if Customer's accounts (including those of your subsidiaries and affiliates) are current with all Masco Corporation subsidiaries and affiliates. If the accounts are not current, Programs are considered not earned or payable. In addition, Programs are not earned or payable if the ratings issued by any agency, such as S&P, Moody's, or Fitch, relating to Customer's company, parent, subsidiaries, or affiliates are lower than investment grade quality. Any earned payment may be withheld or be used to satisfy any of the accounts or other obligations to a Masco subsidiary or affiliate.

**11. PATENTS, INVENTIONS, TECHNICAL DATA.** Customer does not and will not acquire ownership or any rights in Seller's intellectual property under this Agreement or any order under it, regardless of when such intellectual property has been issued, conceived, generated or produced. All of Seller's intellectual property is reserved by Seller, and the same will not be reproduced or used by Customer for any purpose whatsoever without Seller's written permission.

**12. LIMITED WARRANTY.** Seller warrants to Customer that the products manufactured by Seller are free from defects in material and workmanship, when properly installed, used and serviced. THIS EXPRESS WARRANTY IS IN LIEU OF AND EXCLUDES ALL OTHER WARRANTIES, WHETHER EXPRESSED, IMPLIED OR STATUTORY, INCLUDING IMPLIED WARRANTIES OF

MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. If there is a breach of this warranty, Customer's sole and exclusive remedy against Seller will be limited, at Seller's option, to the repair or replacement by Seller of any nonconforming product for which a claim is made by Customer or to the issuance of a credit for such nonconforming product in accordance with these terms and conditions provided a) Customer obtains a return material authorization from Seller and b) Seller is given a reasonable opportunity to inspect the product and confirm such nonconformity. This exclusive remedy shall not be deemed to have failed of its essential purpose so long as Seller is willing and able to repair or replace the nonconforming product and, in any event, Seller's liability for any damages due Customer shall be limited to the purchase price of the nonconforming products. THIS PARAGRAPH STATES CUSTOMER'S SOLE AND EXCLUSIVE REMEDY FOR BREACH OF WARRANTY.

**13. LIMITATIONS ON ACTIONS AND LIABILITY.** The statute of limitations applicable to all claims against Seller will be one year from the date the claim accrues. SELLER'S MAXIMUM LIABILITY, IF ANY, FOR ALL DAMAGES, INCLUDING WITHOUT LIMITATION CONTRACT DAMAGES AND DAMAGES FOR INJURIES TO PERSONS OR PROPERTY, WHETHER ARISING FROM SELLER'S BREACH OF THE APPOINTMENT OR THESE TERMS, BREACH OF WARRANTY, NEGLIGENCE, STRICT LIABILITY OR OTHER TORT WITH RESPECT TO THE PRODUCTS OR ANY SERVICES IS LIMITED TO AN AMOUNT NOT TO EXCEED THE PRICE OF THE PRODUCTS OR SERVICES. IN NO EVENT WILL SELLER BE LIABLE TO CUSTOMER FOR ANY INCIDENTAL, CONSEQUENTIAL, OR SPECIAL DAMAGES, INCLUDING WITHOUT LIMITATION, LOST REVENUES AND PROFITS, EVEN IF SELLER HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. THE RIGHT TO RECOVER DAMAGES WITHIN THE LIMITATIONS SPECIFIED IS CUSTOMER'S EXCLUSIVE ALTERNATIVE REMEDY IN THE EVENT THAT ANY OTHER REMEDY AVAILABLE UNDER THESE TERMS FAILS OF ITS ESSENTIAL PURPOSE.

**14. TECHNICAL ASSISTANCE.** Technical assistance and information, if any, that Seller furnishes to Customer in connection with the sale of the Products are furnished for Customer's accommodation. Customer assumes all liability for the proper application of such information, utilizing its own technical expertise and know-how.

**15. EXCUSE OF PERFORMANCE.** Seller will not be liable for any delay in delivery or for nondelivery, in whole or in part, caused by the occurrence of any contingency beyond Seller's control or the control of Seller's suppliers, including but not limited to failure or delay in transportation, acts of any government, judicial action, labor disputes, fire, accident, acts of nature, shortage of labor, fuel, raw material or machinery or technical failure. If any contingency occurs, Seller may allocate production and deliveries among its customers.

**16. REMEDIES.** Seller's rights and remedies will be cumulative and additional to all other remedies provided by law or equity. Seller will be entitled to recover costs and attorney fees in the enforcement or defense of any of its rights.

**17. ADDITIONAL TERMS.** Seller's failure to insist on performance of any term or condition or to exercise any right or privilege here included, shall not thereafter waive any such term, condition right or privilege. This quote, acknowledgement, or acceptance is expressly limited to and made conditional upon Customer's acceptance of the terms and conditions contained herein and in the quotation, if any, previously furnished to Customer by Seller. Any of the Customer's terms and conditions which are in addition to or different from those contained herein which are not separately agreed to in writing (except additional provisions specifying quantity, description of the products ordered and shipping instructions) are deemed material and are hereby objected to and rejected. Objection to any terms and conditions contained herein shall be deemed to have been waived if written notice of such objection is not received by Seller within ten days of the date hereof. Customer will in any event be deemed to have assented to all terms and conditions contained herein if any part of the products described herein is accepted. Please note particularly the Limited Warranty, Limitation of Remedies and Limitations on Actions and Liability provisions set forth above. Customer acknowledges that the prices stated are predicated on the enforceability of these terms and conditions, and on the Limited Warranty, Limitation of Remedies and Limitation of Actions and Liability provisions below, that the price would be substantially higher if Seller could not limit its liability as herein provided and that Customer accepts these provisions in exchange for such lower prices.

**18. GOVERNING LAW.** All orders shall be construed, interpreted and the rights of the parties determined in accordance with the laws of the State of Ohio without giving effect to conflict of law principles.

**19. ENTIRE AGREEMENT.** This is the entire agreement between the parties relating to the subject matter hereof and may not be waived, changed, modified, extended or discharged orally but only by agreement in writing and signed by the party against whom enforcement of any such waiver, change, modification, extension or discharge is sought. If there is a conflict between these terms and materials published or distributed previously, these terms shall control.