

RAYDOOR, Inc.
TERMS AND CONDITIONS OF SALE

(Custom Products)

1. General. Unless otherwise expressly agreed in writing by a duly authorized representative of Raydoor Corporation (“Seller”), the terms and conditions contained herein and the Verification / Build Order signed by Buyer constitute the entire agreement between the Seller and Buyer with respect to the subject matter hereof and supersede all prior communications and agreements. Any additional, inconsistent or different terms and conditions contained in any purchase order or other documents supplied by Buyer are without legal effect and are not binding on Seller unless agreed to in writing by Seller. The term “System” as used herein shall mean the pre-engineered package that includes fully finished doors with frames, the framed acrylic layers, lattice designs, hardware and overhead tracks purchased by Buyer from Seller based on shop drawings and product specifications prepared by Seller and accepted and approved by Buyer or Buyer’s representative by signing the Verification / Build Order.

2. Delivery. The purchase price shall include packing, freight, insurance and other related costs. Each System shall be delivered to buyer C.I.F. at Buyer’s construction site or other location specified. Buyer shall be responsible for costs of unloading product from carrier and storage thereafter. Subject to normal backlogs, shipping dates are approximately seventy (70) days after receipt by Seller of Buyer’s verification of Seller’s shop drawings and Product specifications and the Initial Deposit (as defined) (the receipt by Seller of all such items being herein called the “Order Acceptance”); provided, however, that Seller does not guaranty delivery within such period. Seller will inform Buyer of an approximate delivery date upon Order Acceptance, and of the actual scheduled delivery date as soon as reasonably practicable thereafter. If the scheduled delivery of the System is delayed by Buyer for any reason or by reason of any of the contingencies referred to in Paragraph 7 below, Seller may deliver the System by moving it to storage for the account of and at the sole risk and at the expense of Buyer; provided, however, that payment shall become due on the date Seller is prepared to make delivery.

3. Risk of Loss. Risk of loss of, damage to or destruction of a System shall pass to Buyer upon delivery, which shall be deemed to take place immediately upon the carrier’s off-loading the System at the Buyer’s construction site or such other place designated in the Buyer’s shipping instructions to Raydoor. Buyer should inspect the System upon delivery. If Buyer fails to notify Raydoor in writing within 48 hours after delivery of any damage to a System or any part thereof that can be ascertained by a visual inspection, the System shall be deemed to have been delivered to the Buyer free of any damage resulting during handling, packing or transportation prior to delivery.

4. Payment. The purchase price for the System, including a deposit, if required by Seller, shall be payable when and in the amounts as set forth in the Seller’s Estimate that has been or will be provided to the Buyer and which is incorporated herein by reference. Such payment terms shall also be included in Seller’s invoice which shall be issued before delivery of the System to a common or private carrier for Buyer’s account. All prices are subject to change

without notice and are not guaranteed.

5. Changes. Buyer shall have the right to request, in writing, after the date of the Order Acceptance changes in the System's dimensions, design, delivery date, or additions to or deletions from the original order. Seller will then prepare a change order, incorporating all contract modifications resulting from such request, including, but not limited to, changes in price, change order fee, delivery schedule and warranties. Seller shall have no obligation to proceed with such request or change order until the parties have agreed in writing to the terms of such change order.

6. Cancellation. Any order or contract may be terminated by Buyer only upon prior written notice and upon payment of all reasonable and proper termination charges, including, but not limited to, all costs identified to the order or contract incurred prior to the effective date of notice of termination and all charges incurred by Seller in respect of the termination, overhead and other indirect costs, plus a reasonable profit thereon. Seller is authorized to deduct such costs from any deposit previously made by Seller. Buyer may NOT cancel an order or contract if production has already begun.

7. Force Majeure. Seller shall not be liable for loss, damage, detention, or delay, nor be deemed to be in default from causes beyond its reasonable control, including without limitation, fire, flood, storms or other acts of God, strikes, labor difficulties, acts or omissions of any third party, any governmental authority or of Buyer, compliance with governmental regulations, insurrections or riots, acts of terrorism, embargoes, delays or shortages in transportation or inability to obtain necessary labor, materials or manufacturing facilities from usual sources, defects or delays in the performance of its suppliers or subcontractors due to any of the foregoing enumerated causes or any other cause similar or dissimilar to the foregoing.

8. Warranty. A. Seller warrants that the System is free from defects in materials and workmanship. This warranty shall continue in effect for a period of one (1) year from the date of issuance of the certificate of occupancy for the premises in which the System is installed. Subject to paragraph C below, if a System or any part or component thereof fails to conform with this warranty within such time, and provided such System has been properly transported, stored, installed, handled, operated and maintained in a competent manner, and if given written notice by Buyer of such defect within thirty (30) days of its discovery, Seller shall, at its option, repair or replace the non-conforming System or part or component thereof; provided, however, that all labor and shipping costs incurred in connection with such repair or replacement shall be for the Buyer's account..

B. Repairs or replacements pursuant to the foregoing warranties shall not renew or extend the original warranty period above but any such repaired or replaced Systems or parts or components thereof shall be warranted for the time remaining on the original warranty period or thirty (30) days, whichever is longer.

C. This warranty does not apply to damage to a System which is (a) damaged during shipment; (b) improperly installed or repaired; (c) altered without Seller's prior approval; (d) abused, misused or damaged by accident, negligence or acts of God; (e) used in a manner

contrary to Seller's instructions; or (f) a violation of any code; (g) comprised of materials or are of a design stipulated by Buyer that are not offered by Seller; (h) varia system; (i) defects in the acrylic. **Without in any way limiting the foregoing, this warranty does not cover warps in doors taller than 8 feet or wider than 4 feet or warps caused by exposure to temperatures lower than 45 degrees or high than 90 degrees Fahrenheit or humidity of 60 percent max to 20 percent minimum.**

D. THE FOREGOING WARRANTIES ARE EXCLUSIVE AND IN LIEU OF ALL OTHER WARRANTIES, WRITTEN, ORAL OR IMPLIED, AND ALL OTHER WARRANTIES, INCLUDING WITHOUT LIMITATION, ANY IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, ARE HEREBY DISCLAIMED BY SELLER. Correction of nonconformities in the manner and for the period of time provided above shall be Buyer's exclusive remedy and shall constitute fulfillment of all liabilities of Seller (including any liability for direct, indirect, special, incidental or consequential damages) whether in warranty, contract, negligence, tort, strict liability, or otherwise with respect to any nonconformance of or defect or deficiency in the Systems supplied or services furnished hereunder.

9. Limitation of Liability. A. IN NO EVENT, SHALL SELLER BE LIABLE FOR SPECIAL, INDIRECT, INCIDENTAL OR CONSEQUENTIAL DAMAGES, WHETHER IN CONTRACT, WARRANTY, TORT, NEGLIGENCE, STRICT LIABILITY OR OTHERWISE including, but not limited to, loss of profits of revenue, loss of use of the Systems or any associated equipment, premises or services. The provisions of this Paragraph 9 shall apply to the full extent permitted by law, regardless of fault or negligence of Seller or its subcontractors or suppliers, and shall apply notwithstanding any of the other provisions of these Conditions of Sale.

B. Seller's liability on all claims whether in contract, warranty, negligence, tort, strict liability, or otherwise for any loss or damage arising out of, connected with, or resulting from an order or the performance or breach thereof, or from the design, manufacture, sale, delivery, resale, repair, replacement, installation, technical direction of installation, inspection, operation or use of any System or part or component thereof covered by or furnished under these Condition of Sale, or from any services rendered in connection therewith, shall in no case exceed the purchase price allocable to the System. All causes of action against Seller arising out of or relating to this Agreement or the performance or breach hereof shall expire unless brought within one year of the time of accrual thereof.

10. Taxes. The price for the System does not include any Federal, state or local property, sales, service, use, excise, value added, or other like taxes which may be applicable to, measured by or imposed upon or with respect to this transaction, the System, its purchase, sale, replacement value or use, or any services performed in connection therewith. Buyer agrees to pay or reimburse Seller for any such taxes that Seller is required to pay or collect, except for income taxes, if any, payable by Seller.

11. Laws and Regulations. Seller does not assume any responsibility for compliance with Federal, state and local laws and regulations. Nothing contained herein shall be construed as

imposing responsibility or liability upon Seller for the obtaining of permits, licenses or approvals from, or product compliance with, laws, codes or regulations of, any government or governmental agency required in connection with the supply, installation or operation of the Systems.

12. Information Furnished by Buyer. Any designs, shop drawings, software or other information or materials submitted to the Buyer remain the exclusive property of Seller. Buyer shall not, without Seller's prior written consent, copy or disclose such information to a third party. Such information shall be used solely for the operation or maintenance of the System and not for any other purpose.

13. Patent Indemnity. A. Seller shall defend at its own expense any actions brought against Buyer alleging that the Systems furnished hereunder or the use thereof directly infringes any claim of a patent of the United States of America and shall pay all damages and costs finally awarded in said actions. Seller shall have the right to settle or otherwise terminate said actions on behalf of Buyer.

B. Seller shall have no obligations hereunder and this Paragraph 13 shall not apply: (i) to any other items or processes, including the Systems, which have been modified or combined with other equipment or processes; (ii) to any patent issued after the date of the Order Acceptance; and (iii) in the event any of such actions are settled or otherwise terminated without the prior written consent of Seller.

C. If, in any action defended hereunder, a System is held to constitute an infringement, or the use of a System is finally enjoined, Seller shall, at its option and its own expense, either procure for Buyer the right to continue using the System; or, modify or replace the System with non-infringing products; or, remove the System and refund the purchase price allocable to the infringing products.

THE FOREGOING PARAGRAPHS STATE THE ENTIRE LIABILITY OF SELLER WITH RESPECT TO PATENT INFRINGEMENT.

16. Choice of Law. A. These Conditions of Sale shall be governed and interpreted, and all rights and obligations of the parties shall be determined, in accordance with the laws of the State of New York, without regard to its principles of conflicts of law.

B. Any dispute in connection with these Conditions of Sale shall be finally settled by arbitration in New York, NY in accordance with the Commercial Arbitration Rules of the American Arbitration Association as then in effect.

17. Partial Invalidity. If any provision herein or portion thereof shall be found in any jurisdiction to be in violation of public policy or illegal or unenforceable in law or equity, such finding shall in no event invalidate any other provision of these Conditions of Sale of shall in that jurisdiction, and these Conditions of Sale of shall be deemed amended to the minimum extent required to comply with the law of such jurisdiction.