

ADDITIONAL TERMS AND CONDITIONS

1. **Offer and Acceptance.** This Sales Order constitutes an offer by Trulite Glass & Aluminum Solutions, LLC ("TRULITE") to sell the products (the "Products") to the original purchaser ("Buyer") upon the terms set forth in this Sales Order and these Additional Terms and Conditions ("Sales Order"). Buyer's acceptance of this offer shall be indicated by verbal or written acceptance, by confirmation of purchase order, by making full or partial payment for the Products, or by accepting delivery of the Products. This Sales Order, together with TRULITE'S applicable Product Warranty, and any other terms and conditions that are not inconsistent with the terms of this Sales Order and are expressly agreed upon in writing by the parties, shall constitute the entire agreement between TRULITE and Buyer. No modification to this Sales Order shall be binding unless such modification is signed by the party sought to be charged. No terms that are contained in any purchase order, confirmation or other document submitted by Buyer shall be binding upon TRULITE except as expressly agreed to in writing by TRULITE. All Sales Orders are subject to credit approval and acceptance by TRULITE.
2. **Pricing, Payment and Security Interests.** Pricing is valid for 90 calendar days. If a Sales Order is accepted in writing during this 90 day window, such pricing will be valid for another 90 days, after which 3% will be added every 90 days thereafter until completion of the project. All Sales Orders are subject to a \$100 minimum net charge per Sales Order. Buyer shall pay the amount stated on the front side of this Sales Order in accordance with the terms stated therein. In the event that no payment terms are stated on the front side of this Sales Order, Buyer shall pay the invoiced amount promptly upon delivery. Any sums not paid within 30 days of the date of invoice shall bear interest at the rate of 2% per month or the maximum legal rate permitted by law, whichever is less, from the due date thereof until paid. TRULITE shall have the right, in its sole discretion, to require such other payment terms as it deems appropriate, including full or partial payment in advance of shipment or by letter of credit. If the financial condition of Buyer becomes unsatisfactory to TRULITE, TRULITE has the right to terminate a Sales Order without notice or defer or discontinue further shipment until any past due payments are made or until Buyer has provided TRULITE with satisfactory assurance of its financial condition (without prejudice of any of TRULITE's rights at law or in equity). Buyer hereby grants to TRULITE, and TRULITE hereby retains a security interest in the Products and the proceeds thereof, until the purchase price therefore is fully paid. If requested, Buyer will execute and file whatever documents are reasonably requested by TRULITE to perfect the security interest granted hereby. However, no security interest shall be granted to or retained by TRULITE in any state where doing so would, under that state's laws, impair or limit TRULITE's exercise of mechanic's lien rights.
3. **Change Orders.** Orders may not be amended, modified or rescinded except by a written Change Order signed by both parties and identifying the Sales Order and specific change requested. All Change Orders affecting completed or in process work will be subject to a Change Order charge as determined by TRULITE in its sole discretion.
4. **Special Orders.** If any Sales Order requires TRULITE's fabrication or manufacture of Products to meet Buyer's particular specifications or requirements, Buyer agrees to defend, protect and save harmless TRULITE against all suits at law or in equity and from all damages, claims, demands and expenses, including attorney's fees, for actual or alleged infringement of any United States or foreign patent, copyright, trademark or other proprietary right or claim of unfair trade or unfair competition, and to defend any suit or action that may be brought against TRULITE for any alleged infringement because of the manufacture or fabrication of the Products according to Buyer's specifications or requirements. If any equipment is manufactured or acquired by TRULITE specifically to produce the Products in accordance with Buyer's particular specifications, such equipment shall be TRULITE'S property and TRULITE may, in its discretion, dispose of such equipment if Buyer has not made a special order for Products requiring the use of such equipment for a period of two years.
5. **Delivery, Risk of Loss, and Title.** Unless otherwise stated on the front of this Sales Order, all Products specified on the front side of this Sales Order shall be delivered by TRULITE to Buyer at the branch location of TRULITE shown on the front side of this Sales Order. The risk of loss of Products shall pass to Buyer at the time and point Buyer takes possession of, or exerts control over, the Products (i.e., upon Buyer's pickup from the branch location) or at the point of delivery for Products delivered by TRULITE to Buyer on TRULITE's trucks, unless otherwise stated on the front of this Sales Order; if, however, Buyer requests or consents to delivery using Buyer's own trucks or a third party carrier, then, the risk of loss shall pass at the time and point of shipment, regardless of the party responsible for paying freight charges. Title to the Products shall pass to Buyer at the point Buyer takes possession of, or exerts control over, the Products or, for Products shipped by carriers other than TRULITE, at the point of delivery to the carrier (or Buyer) for shipment. Prices include freight unless otherwise stated in this Sales Order or Buyer elects otherwise in writing, in which case TRULITE may require Buyer to prepay freight charges.
6. **Buyer Responsibility for Product Retrieval.** Unless Buyer directs delivery to a location specifically addressed on the front of this Sales Order, Buyer is responsible for arranging pickup of Product from the branch location of TRULITE shown on the front side of this Sales Order. Buyer is solely responsible for providing adequate transportation, equipment and manpower to ensure the adequate and safe loading, securing for transportation, and transport of Product away from the branch location of TRULITE shown on the front side of this Sales Order, including, but not limited to, providing drivers and other loading personnel who are properly trained in loading, securing, and assessing loads and vehicles to ensure safe transportation. Buyer represents to TRULITE that it will maintain adequate insurance coverage related to all aspects of the loading and transport of the Product and shall ensure full compliance with all applicable laws related to transport of the Product, including, but not limited to, with respect to the equipment, vehicles, drivers, and other personnel provided by Buyer or its agent for transport of the Product. TRULITE shall have no obligation to assist in the loading of Product or the securing or assessment of loads and vehicles on behalf of Buyer or its agent. Regardless of whether TRULITE personnel assisted in the loading of Product or the securing or assessment of loads and vehicles on behalf of Buyer or its agent, Buyer agrees that: (A) Buyer is solely responsible for securing the load, assessing the load and vehicle to ensure safe transport, and the safe transport of the Product; (B) TRULITE shall have no obligations or liability to either the Buyer or any third party for any losses, damages, liabilities, deficiencies, claims, actions, judgments, settlements, interest, awards, penalties, fines, costs, or expenses of whatever kind arising out of or in any way related to the loading, assessment of the load and vehicle, or transport of the Product by Buyer or its agent; (C) Buyer will not seek damages, reimbursement, or any other remuneration for any damage or injury caused by the Product load, including, but not limited to, all personnel, equipment, or truck provided by Buyer or its agent; and (D) Buyer will indemnify TRULITE for any related third party claims pursuant to Section 11 hereof. Should Buyer fail to pick up or accept delivery on the scheduled delivery date, a late fee of 2% of the total Sales Order will be charged.
7. **Delays.** TRULITE shall not in any manner be liable in any respect should its performance of any obligation hereunder become commercially impractical due to any contingency or circumstance beyond its reasonable control, including, without limitation, acts of terrorism, acts of God, accidents, labor difficulties, insurrections, war, casualties, shortages of materials, lack of transportation, fires, floods, sabotage, governmental laws, ordinances, rules and regulations, whether valid or invalid, and failure of its subcontractors or suppliers for similar reasons. Failure of TRULITE to perform for any of these reasons shall not constitute grounds for Buyer's termination of any Sales Order, but the delivery date shall be extended accordingly.
8. **Delays by Buyer.** If TRULITE's performance is delayed by Buyer for any reason, or if Buyer fails to provide complete and accurate information as to measurements or any of its requirements, Buyer shall pay all additional costs and expenses incurred by TRULITE as a result of such delay or failure, including any storage charges for Products placed in storage for Buyer's account and risk.
9. **Taxes.** All applicable federal, state or local sales, use, occupational, or excise taxes are the obligation of Buyer and shall be in addition to the price or prices stated on the front side of this Sales Order unless otherwise specifically stated. TRULITE shall have the right to invoice separately any such tax as may be imposed by any governmental taxing authority and Buyer shall promptly pay such tax unless applicable tax exemption certificates are furnished by Buyer.
10. **Buyer's Default.** In the event of Buyer's failure to perform any obligation under this Sales Order or any other agreement with TRULITE in a timely manner ("Default"), TRULITE shall be entitled, at its sole option, and in addition to any other rights or remedies at law or in equity, to: suspend shipment of Products to Buyer, recall and repossess any Products in transit, repossess all Products that may be stored with TRULITE for Buyer's account or for which Buyer has not paid for without the necessity of taking any other action, and cancel any outstanding Sales Orders. In the event of a Default by Buyer, Buyer agrees to pay all reasonable costs of collection.
11. **Indemnity.** Buyer agrees to defend, protect, indemnify (using counsel acceptable to TRULITE) and hold TRULITE and all of its officers, directors, employees, affiliates, agents, successors and assigns harmless from and against all claims, losses, expenses (including attorney's fees and costs expended in litigation or arbitration proceedings), damages and liabilities arising out of, in whole or in part, directly or indirectly, the Products, the Sales Order, or the loading, securing, assessment of the load or vehicles, or transport of the Products by Buyer or its agent, including without limitation, any breach by Buyer of its representations or warranties set forth in any Sales or Purchase Order, any violation by Buyer of applicable law, any infringement by Buyer of any third party intellectual property, and any negligent or more culpable act or omission by Buyer, its agents or subcontractors, except to the extent arising out of TRULITE's sole negligence, strict liability or breach of applicable law.
12. **Claims for Nonconformance; Returns.** Claims by Buyer for nonconformance of the Products, shortages, or for any other similar cause shall be deemed waived and released by Buyer, unless made in writing within three calendar days after delivery of the Products to Buyer. TRULITE shall have the right to inspect the Products to determine the validity of the Buyer's claim and Buyer shall provide TRULITE with reasonable access to the Products and such other information as TRULITE may reasonably request in connection with its investigation. No Products may be returned to TRULITE by Buyer without the prior written authorization of TRULITE. In the event a cancellation is authorized by TRULITE, a 20% restocking charge (for a minimum of \$150) shall be applied to Buyer's account for any returned Products and Buyer shall be responsible for all return freight charges. No Products will be accepted for return beyond 60 days from the original shipment date.
13. **Limited Warranty.** Limited warranty terms applicable to specific TRULITE Products are available on TRULITE's website at www.trulite.com. EXCEPT AS EXPRESSLY SET FORTH IN THE LIMITED WARRANTY APPLICABLE TO THE SPECIFIC PRODUCT, TRULITE MAKES NO WARRANTIES OF ANY KIND, EXPRESS OR IMPLIED, AND TRULITE EXPRESSLY DISCLAIMS ALL ANY AND ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, WITHOUT LIMITATION, THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND NON-INFRINGEMENT.
14. **Credits and Overpayments.** Any credits against future purchases issued by TRULITE for any reason must be used within 90 days of issuance or shall expire. Subject to applicable state law on unclaimed property, overpayments made by the customer, whether intentional or inadvertent, will be deemed forfeited and will become the property of TRULITE if not claimed within 45 days after the customer's receipt of notice from TRULITE of such overpayment. TRULITE reserves the right to apply all credits and overpayments to the customer's account (whether current or past due) at any time.
15. **Assignment.** None of the rights arising hereunder may be assigned or otherwise transferred by Buyer without the prior written consent of TRULITE, and any such assignment or transfer without such prior written consent shall be null and void and of no force or effect whatsoever.
16. **Waiver.** TRULITE's failure to insist, in one or more instances, upon the performance of any provision of this Sales Order shall not be construed as a waiver or relinquishment of its right to performance of such provision or any other provision, and Buyer's obligations with respect thereto shall continue in full force and effect. TRULITE's rights and remedies under any provision of this Sales Order shall be in addition to and not in substitution of any other rights and remedies available to TRULITE under applicable laws.
17. **Severability.** The invalidity in whole or in part of any provision of this Sales Order shall not affect the validity or enforceability of any other provision.
18. **Governing Law.** This Sales Order shall be governed by, and construed in accordance with, the laws of the State of Georgia without giving effect to conflict of law principles. Any action or claim arising out of or relating to the Products shall exclusively be brought in a federal or state court in Atlanta, Fulton County, Georgia. At TRULITE's election, any dispute arising out of or relating to the Products shall be submitted to binding arbitration in Atlanta, Georgia in accordance with the rules of the American Arbitration Association, and any award ordered in such arbitration shall be enforceable in any court of competent jurisdiction. In the event of a dispute, the parties shall first negotiate in good faith in an attempt to resolve the dispute before filing a claim with any tribunal.
19. **Compliance with Laws.** Due to the diversity of federal, state and local laws and building codes which govern the application of architectural aluminum and glass systems, it is the responsibility of the architect, owner and installer to ensure that the

Products selected for use by Buyer comply with all laws, ordinances, codes and regulations. TRULITE does not control the selection of Products and therefore assumes no responsibility for their use.



Trulite

GLASS & ALUMINUM SOLUTIONS™