General. The following terms and conditions of sale ("Contract") shall be the final, complete and exclusive Contract for sale between Cambridge International, Inc. ("Seller") and the entity to which Seller is providing Products or Services under the Contract ("Buyer") and supersedes all other communications in regards to the architectural mesh products identified on the Purchase Order or acknowledgment (the "Products.") whether written or oral. Any terms and conditions in any of Buyer's other documents that vary with, are inconsistent with or add to these terms are hereby objected to and are not binding upon Seller without express written confirmation that there may have been acknowledgment, work has commenced or the order has shipped. This Contract may only be amended in a writing signed by both parties. To the extent this Contract is construed as an acceptance of the Buyer's offer, this acceptance is expressly conditioned on the Buyer's assent to any additional or different terms contained in this Contract.

Price. Quotations are valid for thirty (30) days unless extended in writing by Seller. Prices quoted are firm for thirty (30) days from the date of order entry; otherwise, Seller reserves the right to apply prices in effect at the time of shipment or provision of Services. Additional charges may be made to cover any substantially conform to Seller's published specifications and (ii) are free from defects in material or workmanship. Any Services provided by Seller are warranted to be performed in a good and workmanlike manner. Should a warranted Product or any Services fail to conform to these warranties during the warranty period, Buyer must promptly notify Seller in writing. Seller will, at his discretion and at no charge to the Buyer: (i) repair the Product or Services; (ii) replace the Product or any Services; or (iii) offer a full refund of that portion of the purchase price allocable to the non-conforming Product or Services. Buyer shall be responsible for installing, removing, testing, and replacing Products or Services or any part of the applicable warranty period. Buyer shall obtain Seller's agreement on the specifications of any tests it plans to conduct to determine whether a non-conformance exists. Buyer shall bear the costs of access for Seller's remedial warranty efforts (including removal and replacement of systems or structures and costs of repair or re-installation. THE FOREGOING WARRANTIES ARE IN LIEU OF ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. THIS warranty allocates the risks of Product failure between Seller and Buyer. This allocation is recognized by both parties and is reflected in the price of the goods. Buyer acknowledges that it has read this Contract, understands it, and agrees to and is bound by its terms.

What is Not Covered by Warranty. No representative of Seller has authority to waive, alter, vary or add to the terms hereof without prior written approval of an officer of Seller. Seller's warranty does not apply to: (i) improper or unauthorized repair, installation or maintenance of the Products by a party other than Seller; (ii) use for purposes other than those for which designed, or other abuse, negligence, misuse, or normal wear and tear or failure to follow maintenance instructions; (iii) unauthorized attachments, modifications or disassembly; (iv) damage during shipping; or (v) Product purchased from unauthorized distributors, resellers or internet sites. Buyer's also disclaims, waives, and releases against any claim for staining or corrosion in harsh environments such as coastal areas or environments with heavy atmospheric pollutants, either natural or man-made such as volcanic ash or smog. Buyer's care in selection, adequate testing at time of installation and proper installation, operation and maintenance of all Products is required for adequate performance.

Seller's Available Insurance for the Provision of Services. To the extent Seller will provide any installation related Services to the Buyer, Seller carries the following insurance: General Liability of $2,000,000 and Professional Liability of $2,000,000 Commercial General Liability; and $2,000,000 Commercial Automobile Liability. Additional insurance can be provided, if deemed reasonable by Seller, upon written direction on a cost reimbursement basis including Professional Liability insurance. Seller is not responsible for OCIP or CCIP coverage. Buyer shall be responsible for obtaining and paying the insurance necessary to protect the Seller, its employees and the Seller's premises, equipment or other property from loss or damage, including fire, theft or vandalism, whether caused by human or natural causes, and from liability arising from or in connection with any indemnification provisions that may be set forth in any other documents.

Limitations of liability. NOTwithstanding ANY PROVISION OF THIS CONTRACT OR ANY OTHER LAW, IT IS EXPRESSLY AGREED THAT SELLER'S TOTAL LIABILITY FOR ANY DAMAGES, COSTS OR EXPENSES ARISING OUT OF OR RELATED TO THIS CONTRACT OR ITS PRODUCTS OR SERVICES, WHETHER BASED IN CONTRACT, WARRANTY, INDEMNITY, TORT/EXTRA-CONTRACTUAL LIABILITY (INCLUDING NEGLIGENCE), OR VIOLATION OF ANY LAW, WHETHER DIRECT OR INDIRECT, WILL IN NO EVENT EXCEED THE AMOUNTS PAID OR APPLIED TO THE REPAIR OR REPLACEMENT OF THE PRODUCT OR SERVICES OR, AT SELLER'S OPTION, A RETURN OF AN AMOUNT THAT SHALL NOT EXCEED THE PURCHASE PRICE. UNDER NO CIRCUMSTANCES WILL SELLER, ITS OFFICERS, DIRECTORS, EMPLOYEES OR ASSIGNS BE LIABLE FOR ANY OTHER COSTS, DAMAGES, COSTS OF REPAIR OR REPLACEMENT, OR LOSS OR DAMAGE WHETHER DIRECT OR INDIRECT. IN NO EVENT WHATSOEVER SHALL SELLER BE LIABLE FOR ANY CONSEQUENTIAL, INCIDENTAL, EXEMPLARY OR PUNITIVE DAMAGES, INCLUDING BUT NOT LIMITED TO LOSS OF USE, INCOME, PROFIT, OR PRODUCTION, INCREASED COST OF OPERATION; SPOILAGE OR DAMAGE TO MATERIAL; OR CHANGE OUT COSTS. SELLER SHALL INDEMNIFY, DEFEND AND HOLD SELLER HARMLESS FROM ANY LOSS, COST, EXPENSE, DAMAGE, OR CAUSE OF ACTION TO OR BY A THIRD PARTY THAT EXCEEDS THESE LIMITATIONS OF LIABILITY.

Terms of Payment. Terms of payment, unless agreed otherwise in writing, are thirty (30) days net from date of invoice, without set-off for any payment from Seller not due under this Contract or other obligations or amounts owed to Seller by Buyer, and interest of 1.8% per month (or the highest allowed by law, whichever is lower), for all amounts more than thirty (30) days past due. Costs of collection (including reasonable attorney's fees) will be the responsibility of the Buyer. To the extent Seller will provide any installation related Services to the Buyer, Seller may suspend the Services in whole or in part if Buyer fails to make payment when due and may suspend the Services until Buyer provides Seller with evidence acceptable to Seller that Buyer has the financial wherewithal to pay the Seller for the same.

Compliance with Law. Seller's obligations under this Contract are conditioned upon Buyer's compliance with all export laws of the United States and other applicable trade control laws and regulations with regard to the exportation of the Products and any technical data associated therewith. Buyer shall not export, re-export, or sell, transfer, transfer control of, or authorize the use of, any Product or Product components, or the Technology, or the transfer of technology resulting therefrom, to or for the benefit of any person or entity, including any person or entity residing in any country or area subject to economic sanctions maintained by the United States, the United Nations, the European Union, or any other country or international organization. Seller's obligations under this Contract for the Products and both parties waive any objection they might have to jurisdiction or venue of such forum.

Legal Construction. The laws of the State of Wisconsin shall apply to this Contract, with the exception of its conflict of laws provisions. The failure of Seller to insist upon strict performance of any of the terms and conditions stated herein shall not be considered a waiver of any such term or condition and no course of dealings in this Contract are informational and do not modify the agreement. The parties specifically exclude the application of the U.N. Convention on the International Sale of Goods.

Cambridge International, Inc.
Supersedes all prior documents.