

**UNIVERSAL**  
COMPOSITE PANEL SYSTEMS

**Universal Composite Panel Systems, Inc.**  
**Terms and Conditions**

“UCPS” means Universal Composite Panel Systems, an Illinois corporation. “Buyer” means the party purchasing the applicable products or services from UCPS. By purchasing the applicable products or services from UCPS, Buyer confirms that the following terms and conditions (collectively the “**Terms and Conditions**”) shall apply to Buyer’s purchases. Any modifications to these Terms and Conditions must be in writing and signed by an authorized owner of UCPS. References to “**product**” include items specifically provided for in any purchase order between Buyer and UCPS or incorporated in goods and services Buyer purchases from UCPS. References to “**Project**” shall refer to the specific project of Buyer in which the products are to be utilized or installed. Time is of the essence of this agreement.

**1. Payment Terms.** Payment terms are as set forth within the Purchase Order which said terms and conditions of the Purchase Order are incorporated herein by reference. In the event of any conflict between the terms and conditions of the Purchase Order and the terms and conditions set forth herein in these Terms and Conditions, the Terms and Conditions set forth herein shall prevail and dictate. All amounts past due are subject to interest at the rate of 1 ½% per month compounded monthly. Buyer shall be solely responsible for the payment of any and all costs UCPS incurs to collect any amounts due and owing including, but not limited to, collection agency fees, court costs and reasonable attorney’s fees and costs. Buyer acknowledges that UCPS may at any time and in its sole and absolute discretion, for any reason or for no reason, suspend credit or refuse credit to Buyer and/or require full payment prior to shipment of any goods that are subject to the Purchase Order. In the event Buyer fails to tender full payment when due in accordance with the terms of the Purchase Order and in accordance with these Terms and Conditions, all interest and collection costs incurred by UCPS, including collection agency fees, court costs and attorney’s fees and costs shall become part of Buyer’s outstanding balance. Buyer agrees to pay and reimburse UCPS all expenses incurred by UCPS to cover any checks returned by Buyer’s bank as unpaid.

**2. Shipping.** All shipping costs are paid by Buyer. Risk of loss shall pass to Buyer upon delivery by UCPS to the carrier at the point of shipment and at the time and location the carrier first takes possession of the product. UCPS shall not be liable for damage to the product during shipping, which damage shall be the sole and absolute responsibility of the Buyer. UCPS shall not be obligated to provide or pay for insurance for the product insuring damage during shipping, which said obligation shall belong solely to the Buyer and which shall be purchased by Buyer prior to shipment. The Buyer must notify UCPS within 24 hours of Buyer’s receipt of the product of any missing or damaged item. Buyer is responsible for all shipping costs relating to missing or damaged items. Under no circumstances shall UCPS be liable to any third-party for damages of any nature whatsoever relating in whole or in part to shipping and delivery of the product, which damages are hereby assumed by Buyer.

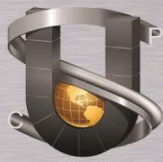
**3. Controlling Provision.** In the event of a conflict between the provisions of these Terms and Conditions and the provisions of any other oral or written understanding or agreement between the parties, UCPS and Buyer hereby agree that the provisions of these Terms and Conditions shall forever prevail and dictate.

**4. Indemnification.** Buyer hereby agrees to indemnify, defend and hold harmless UCPS and its officers, directors, shareholders, affiliates, employees, agents and assigns from and against any and all claims, demands, costs, liabilities and expenses (including, without limitation attorney’s fees and court costs) arising in whole or in part from a third-party claim involving any product purchased by Buyer from UCPS. Buyer further agrees to indemnify, defend and hold harmless UCPS and its officers, directors, shareholders, affiliates, employees, agents and assigns from and against any and all claims, demands, costs, liabilities and expenses (including, without limitation attorney’s fees and court costs) arising in whole or in part from the negligent act or omission of the Buyer, or any negligent act or omission of Buyer’s agents or employees, vendors or contractors relating to or in connection with: (i) formulating and/or preparing drawings and specifications for the product; and/or (ii) the installation of the product by the Buyer or the Buyer’s agent, employee or contractor, including without limitation all materials, methods and techniques associated with installation of the product at the Project; and/or (iii) Buyer’s and/or Buyer’s customer’s use and enjoyment of the product.

**5. Return.** ALL SALES ARE FINAL AND NO RETURNS WILL BE ACCEPTED.

**6. Non-Reliance / Buyer Due Diligence.** UCPS DOES NOT PERFORM AN INDEPENDENT SITE INSPECTION. ALL UCPS’ RECOMMENDATIONS, INCLUDING BUT NOT LIMITED TO: (A) INSTALLATION AND/OR FABRICATION INSTRUCTIONS OR RECOMMENDATIONS; (B) TESTING, REGISTRATION AND CERTIFICATION CRITERIA; (C) LAYOUTS; (D) ON-LINE OR IN-PERSON TUTORIALS, COURSES, DEMONSTRATIONS AND/OR VIDEOS; (E) PRODUCT LOCATION AND/OR PRODUCT TYPE BEING USED; AND (F) DRAWINGS AND/OR SPECIFICATIONS (WITH THE FOREGOING (A) THROUGH (F) COLLECTIVELY “RECOMMENDATIONS”) ARE MADE SOLELY ON THE INFORMATION PROVIDED BY THE BUYER AND ARE NOT TO BE RELIED UPON BY BUYER IN ANY MANNER. BUYER FURTHER AGREES TO FOREVER HOLD HARMLESS UCPS REGARDING ANY DAMAGES RELATING IN WHOLE OR IN PART TO THE RECOMMENDATIONS.





**BUYER HEREBY REPRESENTS AND WARRANTS TO UCPS THAT BUYER HAS RECEIVED INDEPENDENT VERIFICATION FROM BUYER'S ARCHITECT, ENGINEER, STRUCTURAL ENGINEER OR OTHER LICENSED AND QUALIFIED AUTHORITY HAVING JURISDICTION ("AHJ") TO ENSURE THAT: (A) THE PRODUCTS BEING PURCHASED MEET THE DESIGN REQUIREMENTS OF THE PROJECT AND (B) THAT THE BUILDING STRUCTURE CAN WITHSTAND THE LOAD; AND (C) THE PRODUCT CAN OTHERWISE BE SAFELY INSTALLED AT BUYER'S DESIGNATED PROJECT LOCATION (COLLECTIVELY, THE "BUYER'S VERIFICATION"). THE BUYER'S VERIFICATION SHALL BE AT BUYER'S SOLE EXPENSE WITHOUT CONTRIBUTION FROM UCPS. BUYER MAKES THIS PURCHASE BASED SOLELY UPON THE BUYER'S VERIFICATION AND BUYER'S OWN RESEARCH AND DUE DILIGENCE AND NOT BY REASON OF ANY STATEMENT OR RECOMMENDATION MADE OR PURPORTED TO HAVE BEEN MADE BY OR ON BEHALF OF UCPS. UCPS MAKES NO WARRANTY OF ANY KIND, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO, ANY WARRANTY OF MERCHANTABILITY OR WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE.**

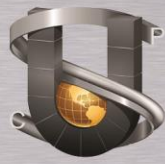
**7. Architect/Engineer/Structural Engineer/AHJ Review.** UCPS is not licensed to provide design, architecture or engineering services and UCPS does not provide stamped or otherwise certified calculations or engineering drawings of any kind. UCPS shall not determine if products are: (a) suitable for the Buyer's Project or (b) in compliance with applicable laws, statutes, building codes, ordinances, and best industry practices (collectively "**Applicable Laws**"), which said obligations belong solely and exclusively to the Buyer in the jurisdiction and venue where the Buyer intends for the products to be used and installed ("**Buyer's Investigation**"). Buyer agrees to conduct the Buyer's Investigation prior to taking possession of any product from UCPS. All UCPS recommendations, if any, are simply recommendations and suggestions only which Buyer warrants will be verified independently by Buyer's project architect/engineer/structural engineer or AHJ to ensure that the product will be safely installed and suitable for the use anticipated by Buyer at the Project. UCPS does not assume any liability therefore and shall be held harmless by Buyer in connection with design and certification of the products for Buyer's specific use and installation. Buyer hereby warrants and covenants that Buyer has consulted with Buyer's properly licensed architect, engineer, structural engineer and/or AHJ prior to purchasing any product from UCPS. Buyer warrants to UCPS that Buyer has conducted independently the Buyer's Investigation prior to ordering any product from UCPS so as to: (a) allow Buyer to confirm the product is suitable for Buyer's use at Buyer's Project and (b) make certain that the product purchased from UCPS by Buyer, once installed, will be in full compliance with all Applicable Laws and can be installed in a safe and proper manner at or on the Project.

**8. Project Specifications and Drawings.** Any review of Project plans and/or specifications or preparation of quotations and/or drawings, if any, by UCPS is as a material supplier only and not as a licensed design, engineering, or safety professional. UCPS is not liable for discovering errors, omissions or inconsistencies in the Project drawings and/or specifications, or for ascertaining if the drawings and/or specifications are in compliance with Applicable Laws. Buyer shall indemnify, defend, and hold harmless UCPS (and its shareholders, officers and employees) from and against any and all claims, demands, costs, liabilities and expenses arising in whole or in part from any failure of the product to meet the requirements of Applicable Laws, which said obligation shall belong exclusively to Buyer. Quotations and/or drawings, if any, prepared by UCPS are intended only to quote UCPS' products and do not constitute a representation by UCPS that it has verified field measurements, field conditions, or any other construction criteria applicable to the Project. UCPS is not liable for coordination of quotations and or drawings, if any, prepared by UCPS with any other Project requirements or contract documents.

**9. Installation.** As a condition precedent to Buyer's use of the product, Buyer warrants to UCPS and further agrees that the products will be installed by Buyer utilizing a qualified and licensed contractor retained by Buyer which said contractor will install the product in accordance with best industry standards and best practices and that these products be installed by a qualified and licensed contractor with the knowledge and ability to properly install the product. UCPS does not take any responsibility for acts, errors or omissions of the installer and cannot be held responsible in any way for product installation. UCPS does not provide any warranty on the installation of any of its products. Installation must be completed in a manner consistent with any installation guide, instructions, or manual provided by UCPS, if any, or in accordance with industry standards and best practices, whichever is more stringent. UCPS does not warrant against the failure or defects of any third-party installation materials used with the product and the Buyer must rely on the applicable manufacturer's applicable warranty, if any, with respect to said products. UCPS will not be responsible for misapplication of the product, incorrect materials, or defects that were obvious at the time of installation.

**10. Limits of Liability.** TO THE MAXIMUM EXTENT ALLOWABLE UNDER APPLICABLE LAW, IN NO EVENT SHALL UCPS BE LIABLE TO ANY PARTY (INCLUDING BUYER OR ANY THIRD PARTY) FOR ANY DIRECT, INDIRECT, CONSEQUENTIAL, INCIDENTAL OR SPECIAL DAMAGES, WHETHER IN CONTRACT OR TORT AND EXPRESSLY DISCLAIMS LIABILITY FOR ANY SUCH DAMAGES. WITHOUT WAIVING ANY OBLIGATION IMPOSED UPON BUYER TO CONDUCT THE BUYER'S INVESTIGATION AND SUBJECT TO AND WITHOUT WAIVING THE PROTECTIONS AND LIMITATIONS IN THESE TERMS AND CONDITIONS, IN NO EVENT SHALL UCPS HAVE LIABILITY FOR ANY REASON TO BUYER IN AN AMOUNT IN EXCESS OF THE PURCHASE PRICE OF ALL PRODUCTS PURCHASED BY BUYER IN THE AGGREGATE IN THE CALENDAR YEAR IN WHICH A CLAIM IS MADE BY BUYER, AND ONLY TO THE EXTENT: (A) SUCH PRODUCTS ARE DETERMINED BY UCPS TO HAVE BEEN DEFECTIVE AND (B) SUCH LIABILITY IS COVERED BY A POLICY OF INSURANCE HELD BY UCPS (THE "DAMAGE LIMITATION"). ADDITIONALLY, AND AS PART OF THE DAMAGE LIMITATION, UCPS





**UNIVERSAL**  
COMPOSITE PANEL SYSTEMS

**SHALL HAVE NO LIABILITY ARISING IN WHOLE OR IN PART OUT OF THE SALE OF ANY PRODUCT BY UCPS TO BUYER, WHETHER SOUNDING IN CONTRACT OR TORT, OR OTHERWISE, FOR ANY AMOUNT IN EXCESS OF THAT SUM PAID BY AN INSURANCE COMPANY THROUGH A POLICY OF INSURANCE HELD BY UCPS.**

**11. Buyer Default.** In the event: (a) Buyer fails to make timely payment of any invoiced amounts or other outstanding balances due and owing, or (b) Buyer fails to perform any other obligation under these Terms and Conditions or any purchase order, or (c) if Buyer breaches any payment guaranty made to UCPS, then Buyer shall be in default. Upon Buyer's default, UCPS, at its sole discretion, may demand, without prior notice to Buyer, that all invoiced, outstanding balances be due for immediate payment. UCPS is not obligated to fulfill any order(s) if Buyer is in default under this or any other contract with UCPS, or upon the insolvency or dissolution of Buyer, or in the event the Buyer is involved with litigation of any kind in which UCPS is a party to that litigation. In the event Buyer fails to make any required payment, or fails to comply with any other provision or term of these Terms and Conditions or any purchase order, or in the event the financial responsibility of Buyer becomes unsatisfactory to UCPS, then UCPS, at its sole discretion, may stop supplying any material ordered by Buyer without prejudice to any other remedy UCPS may have, or require payment in advance, satisfactory security, or a guaranty that invoices will be paid when due.

**12. Governing Law and Jurisdiction.** This Agreement shall be governed by the laws of the State of Illinois. Any claim or controversy arising out of or relating to the purchase of any product by Buyer from UCPS shall be settled by binding arbitration administered by the American Arbitration Association in accordance with its Commercial Arbitration Rules, and judgment on award rendered by the arbitrator may be entered in any court having jurisdiction thereof with Buyer waiving any right to appeal such judgment. Buyer hereby forever waives, with respect any dispute between Buyer and UCPS: (a) the right to participate in a class action, private attorney general action, or other representative action in court or in arbitration, either as a class representative or class member and (b) the right to join or consolidate claims of Buyer with claims of any other person or third party.

**13. Severability Provision.** If any phrase, clause or provision of these Terms and Conditions is declared invalid or unenforceable by a court of competent jurisdiction, such phrase, clause or provision shall be deemed severed from this Agreement, but will not affect any other provisions of this Agreement, which shall otherwise remain in full force and effect. If any restriction or limitation of these Term and Conditions is deemed to be unreasonable, onerous and unduly restrictive by a court of competent jurisdiction, it shall not be stricken, in its entirety and held totally void and unenforceable, but shall be deemed rewritten and shall remain effective to the maximum extent permissible under applicable law within reasonable bounds.

**14. Entire Agreement and Acceptance.** These Terms and Conditions shall be incorporated into the terms of the Purchase Order and shall govern the business relationship between the parties. UCPS reserves the right to change any provision of these Terms and Conditions upon written notice to the Buyer at which time the Buyer shall be deemed to have accepted such modification absent written notice by Buyer to UCPS within ten days of such notification. These Terms and Conditions (as may be amended) shall govern all future transactions and Purchase Orders between UCPS and Buyer.