

1. **CREDIT APPROVAL:** This order is subject to approval of Purchaser's credit by Hanover Architectural Products ("HANOVER<sup>®</sup>"). Purchaser acknowledges and agrees that HANOVER<sup>®</sup> may perform a credit check prior to the commencement and acceptance of an order and that all orders are subject to approval of Purchaser's credit by HANOVER<sup>®</sup>. Purchaser shall provide HANOVER<sup>®</sup> with all necessary information requested to verify Purchaser's credit. Failure to provide such information shall void said order without notice. Approval shall be at the sole discretion of HANOVER<sup>®</sup>. This Contract (as defined in paragraph 17) shall be subject to any additional terms requested by HANOVER<sup>®</sup> in order to approve Purchaser's credit.
2. **TERMS:** The terms and conditions of this Contract may not be modified in any way without the written consent of an officer of HANOVER<sup>®</sup>. All prior purchase orders, contracts, negotiations and representations, oral or written, made by or between Purchaser and/or HANOVER<sup>®</sup> regarding this transaction are superseded by this Contract.
3. **QUOTATIONS:** Material in stock is offered subject to prior sale. All quotations are for immediate acceptance, or as stated on the face of the Acknowledgment, and are subject to change without notice. No sale or contract of sale for goods by HANOVER<sup>®</sup> shall be binding upon HANOVER<sup>®</sup> unless approved in writing by a corporate officer. Unless otherwise specified herein, freight and insurance charges from the place of manufacture or supply point shall be borne by Purchaser.
4. **WARRANTY: HANOVER<sup>®</sup> EXPRESSLY EXCLUDES AND DISCLAIMS ANY WARRANTY THAT THE GOODS COVERED BY THIS CONTRACT ARE MERCHANTABLE OR FIT FOR ANY PARTICULAR PURPOSE, AND THERE ARE NO WARRANTIES, EXPRESSED OR IMPLIED, WHICH EXTEND BEYOND THE DESCRIPTION OF THE GOODS CONTAINED IN THE ACKNOWLEDGMENT.** Any sample or model shown to Purchaser was shown for illustrative purposes only, and such sample or model shall not be deemed to create an express warranty that any of the goods covered by this Contract shall conform identically in all respects to such a sample. Actual fabricated product can vary from any sample provided, including, but not limited to, natural variations of raw materials. Any description, or illustration contained in HANOVER's catalogues, price lists or any other advertising materials are intended merely to present a general description of goods and shall not be deemed to create an express warranty that the goods shall conform to the description or illustration and shall not form a part of the order. Warranty shall not apply to pavers utilizing special aggregates (including but not limited to: stone, glass, minerals, crystals, particles, etc.) in order to achieve custom or aesthetically designed effects.
5. **LIMITATION OF LIABILITY:** In no event will HANOVER<sup>®</sup> be liable for consequential, incidental, special or exemplary damages, including, without limitation, loss of profits, or revenues, loss of use of, or damage to, any associated equipment or materials, cost of capital, cost of substitute products, facilities or services, downtime or costs or claims of Purchaser's customers or clients, whether based upon contract, tort, strict liability or otherwise. HANOVER's liability on any claim of any kind for any loss or damage arising out of, resulting from or concerning any aspect of the Acknowledgment, or any order relating hereto, or from, any goods or services furnished hereunder, shall be limited to either of the following remedies (the election of which shall be made solely by HANOVER<sup>®</sup>): 1) replacement of the product at HANOVER's cost, said replacement to be manufactured by HANOVER<sup>®</sup>, and shipped F.O.B. HANOVER's Plant to the Purchaser. Replacement as used herein shall mean the providing of substituted material only and shall not include any labor or installation in respect of such replacement; or 2) monetary payment by HANOVER<sup>®</sup> to the Purchaser not to exceed the amount of the Contract price of the ordered products excluding freight.
6. **INDEMNIFICATION:** HANOVER<sup>®</sup> assumes no responsibility for the performance, use, maintenance or repair of the goods covered hereby unless they are installed, used, maintained and repaired in strict compliance with all applicable building codes, architectural or engineering plans or specifications, any instructions or guidelines that have been provided by HANOVER<sup>®</sup> and all applicable laws, regulations, statutes or ordinances. Further, HANOVER<sup>®</sup> assumes no responsibility for any loss or damage caused by improper loading of Purchaser's truck or common carrier, if such loading is done pursuant to Purchaser's specifications or direction. In the event Purchaser shall (i) fail to install, maintain, use and repair the goods as aforesaid, or (ii) direct HANOVER<sup>®</sup> to improperly load Purchaser's truck or common carrier, then Purchaser shall indemnify and hold harmless HANOVER<sup>®</sup> and its successors and assigns from and against any and all costs (including counsel fees), loss (including incidental and consequential damages) and damages of any nature arising out of or resulting from any improper loading, use, maintenance, installation or repair of the goods covered hereby or from any violation

of any applicable law, regulation, statute or ordinance by the Purchaser, or on its behalf, or by its agents, employees, licensees, lessees, vendees, or direct or remote assigns. Said costs, loss and damages shall include, without limitation, liability arising from the injury, illness or death of any person or damage to or destruction of any property, whether said liability is premised upon contract, tort, strict liability or otherwise.

**7. SHIPMENT, TITLE AND FREIGHT:** Shipping dates are approximate and are not guaranteed for a particular date or time. HANOVER<sup>®</sup> shall not be liable for delay in shipment, or for failure to manufacture, due to causes beyond HANOVER's reasonable control including, without limitation, delays in receipt of or unavailability of materials, strikes, accident, riots, acts of God, acts of Purchaser, government action, embargoes, priorities and allocations. The date of delivery shall be extended for such time as may be reasonably necessary to enable HANOVER<sup>®</sup> to ship. HANOVER's only duty in such case is to reasonably notify the Purchaser of the delay or non-delivery. If delivery is in installments, delay in delivery of any installment shall not relieve the Purchaser of its obligation to accept the remaining installments. If HANOVER<sup>®</sup> is required to store in its facilities goods ordered by Purchaser for more than sixty (60) days after the scheduled delivery dates, or if there is no shipping activity for sixty (60) days, there shall be an additional charge of no less than \$100.00 for each day in excess of the sixty (60) day period. Additionally, the order balance owed by Purchaser to HANOVER<sup>®</sup> shall accrue interest at the rate of two (2%) percent per month, or the maximum rate permitted by law, whichever is less, commencing sixty (60) days following the scheduled delivery date, until paid in full. Unless it is expressly stated on the face of the Acknowledgment to the contrary, delivery shall be deemed completed upon delivery of the goods covered by the Acknowledgment at the place of manufacture to a common carrier designated by the Purchaser, or failing such designation, to any common carrier. Claims against the carrier must be made by the Purchaser. It is the responsibility of the Purchaser to check shipments for damage or shortage and to file a claim with the carrier. PURCHASER HEREBY GRANTS TO HANOVER<sup>®</sup> AND HANOVER<sup>®</sup> HEREBY RETAINS A SECURITY INTEREST IN THE GOODS UNTIL THE PURCHASE PRICE IS FULLY PAID. Risk of loss with respect to the goods shall pass to Purchaser when the goods are placed on the carrier at HANOVER's plant.

**8. PAYMENT, INTEREST:** No offset, back-charge, claim or deduction of any kind shall be withheld from any amount owed by Purchaser to HANOVER<sup>®</sup> without the written consent of an officer of HANOVER<sup>®</sup>. All amounts owed by Purchaser to HANOVER<sup>®</sup> shall accrue interest at the rate of two (2%) percent per month, or the maximum rate permitted by law, whichever is less, from due date. Purchaser shall reimburse HANOVER<sup>®</sup> for all costs of collection accrued by HANOVER<sup>®</sup>, including, without limitation, attorney's fees. Any monies received by HANOVER<sup>®</sup> from Purchaser may be applied by HANOVER<sup>®</sup> to any of Purchaser's open accounts in any manner that HANOVER<sup>®</sup> may determine.

**9. BOND:** If a payment bond or performance bond is issued applicable to a project for which HANOVER<sup>®</sup> will be providing goods covered by the Acknowledgment, the Purchaser shall deliver a true copy of such bond to HANOVER<sup>®</sup> prior to the commencement on any work hereunder by HANOVER<sup>®</sup> and HANOVER<sup>®</sup> shall have no obligation hereunder to commence work until it shall have received a true copy of such bond.

**10. NOTICE OF NONCONFORMITY:** Purchaser shall inspect goods on receipt and make such measurements or tests with respect to the goods as are reasonably necessary to determine their compliance with the Acknowledgment before commencing installing or altering the goods in any respect. Purchaser shall notify HANOVER<sup>®</sup> of all defects in goods within ten (10) days of discovery of same and within five (5) days if a shortage is claimed. Purchaser's notice of nonconformity shall provide detailed information as to the nonconformity or shortage. Purchaser shall hold the goods for disposition and afford HANOVER<sup>®</sup> a reasonable opportunity to inspect the goods. In no event shall the goods be returned without HANOVER's consent. Failure to inspect goods and/or otherwise comply with the terms of this paragraph shall constitute a waiver by the Purchaser of all claims in respect of any nonconformity or shortage of goods which would have been discoverable by reasonable inspection and shall be conclusive evidence that HANOVER<sup>®</sup> has satisfactorily performed. Any action or remedy by the Purchaser arising out of these terms and conditions or the Acknowledgment for any breach thereof must be commenced by the Purchaser within one (1) year of the execution of the Acknowledgment.

**11. CANCELLATION OR CHANGE:** HANOVER<sup>®</sup>, and only HANOVER<sup>®</sup>, may cancel the Acknowledgment and any order relating hereto if the Purchaser has become insolvent or bankrupt or admits in writing its inability to pay its debts as they mature, or if proceedings are commenced by or against the Purchaser in any jurisdiction under a

provision or chapter of any bankruptcy act, or if the Purchaser suffers the appointment of a receiver or trustee or makes an assignment for the benefit of creditors. If Purchaser fails to comply with any term or condition hereof, HANOVER<sup>®</sup>, and only HANOVER<sup>®</sup>, may after giving three (3) days prior written notice, stop all work hereunder until such term or condition is complied with in full to its satisfaction. Two (2) such instances causing HANOVER<sup>®</sup> to give notice to stop work shall give HANOVER<sup>®</sup> the right to cancel the Acknowledgment and any order relating thereto without notice to Purchaser. Nothing herein shall prejudice any other remedy which HANOVER<sup>®</sup> may have as a result of Purchaser breach. No part of the Acknowledgment or any order relating hereto may be cancelled, countermanded or modified for any reason by Purchaser, **except** with the express written consent of an officer of HANOVER<sup>®</sup> and subject to the terms and conditions of the Acknowledgment. In the event HANOVER<sup>®</sup> consents to a Purchaser's request for cancellation or modification, the Purchaser shall pay to HANOVER<sup>®</sup> the reasonable costs, (including freight costs of return), expenses, damages and loss of profit of HANOVER<sup>®</sup> incurred thereby, and including, without limitation, the expenses caused by HANOVER's commitments to its suppliers or to HANOVER<sup>®</sup> subcontractors, which shall in no event be less than twenty-five (25%) percent of the sales price for all goods so cancelled. A partial cancellation shall subject the entire order to price adjustment where quantity discounts were given based upon the volume of the entire order. In the event of change in specifications made by Purchaser, prices will be increased or decreased to correspond to the amount of material, labor, engineering, overhead, delivery costs and other factors involved with due consideration for work done prior to the change.

**12. TAXES, DUTIES AND ADDITIONAL CHARGES:** HANOVER<sup>®</sup> prices do not include sales, use or similar taxes, duties, tariffs or other charges of any kind. Consequently, in addition to the price specified herein, Purchaser shall pay the amount of any present or future sales, use or similar taxes, excises, duties, tariffs, and other charges (including, without limitation, royalties) applicable to the Acknowledgment, or any order relating hereto, or the delivery, storage, manufacture, use or consumption of any goods covered hereby. The Acknowledgment includes anticipated delivery charges. Any other costs from the freight carrier as a result of action or inaction by Purchaser shall be the responsibility of Purchaser, including, without limitation, detention time billed beyond the first hour, lift gate services, forklift services and consignment charges. HANOVER<sup>®</sup> reserves the right to amend the original delivery charge or shipping and handling amount, or invoice Purchaser separately, if the original delivery charge or shipping and handling amount was based upon incorrect information received at the time of the Acknowledgment, if additional services by the carrier were required, or as otherwise necessary to perform the pickup, transportation and delivery functions therein.

**13. CHOICE OF LAW AND FORUM:** The laws of Pennsylvania shall govern all matters relating hereto or to any goods covered hereby. Any legal actions which may arise as a result of disputes, controversies, or claims arising out of or related to this Acknowledgment or any goods or services covered hereby shall be litigated in the Court of Common Pleas of Adams County, Pennsylvania, or in such other forum as HANOVER<sup>®</sup> and the Purchaser may agree upon.

**14. CONDITIONS OF AGREEMENT:** No terms or conditions other than those stated herein or in the Acknowledgment, and no agreement or understanding, oral or written, purporting to modify these terms or conditions whether contained in the Purchaser's purchase or shipping release forms, or elsewhere, shall be binding on HANOVER<sup>®</sup> unless hereafter made in writing and signed by an officer of HANOVER<sup>®</sup>. No proposals, negotiations and representations, if any, made prior and with reference hereto shall have any effect unless expressed herein. No waiver by HANOVER<sup>®</sup> of any breach or of any provision hereof shall constitute a waiver of that breach or that term at any subsequent time or of any other breach or term. Any stenographic, clerical or other errors which are obvious or which reasonably can be understood by the parties to be errors are subject to correction without penalty. If any provision or paragraph hereof is determined to be illegal or unenforceable, it shall not affect enforceability of any other provision or paragraph hereof.

**15. ASSIGNMENT:** Neither HANOVER<sup>®</sup> nor Purchaser may assign this Acknowledgment nor any order relating hereto without the written consent of the other, except that this Contract will automatically be assigned to any successor to HANOVER<sup>®</sup> by reason of merger, consolidation, reorganization or sale of substantially all of the assets.

**16. PROPRIETARY RIGHTS:** Unless otherwise specifically agreed in writing by Purchaser and HANOVER<sup>®</sup>, HANOVER<sup>®</sup> shall retain all right, title and interest in and to any data, information, specifications, ideas, concepts, designs,

inventions, works of authorship, know-how, processes, techniques and the like used or developed, discovered or conceived by HANOVER<sup>®</sup>, its employees and agents in connection with its manufacture of products or performing services hereunder (collectively, the "HANOVER<sup>®</sup> Rights"). Such rights include, but are not limited to, patent rights, copyrights, trade secret rights, trademark rights, mask work rights and other proprietary rights throughout the world. HANOVER<sup>®</sup> hereby grants to Purchaser a nonexclusive, nontransferable, worldwide, limited license to use the HANOVER<sup>®</sup> Rights solely to the extent required for Purchaser to use the products sold or licensed hereunder. HANOVER<sup>®</sup> shall retain all right, title and interest in and to all materials, fixtures or tools designed, developed or manufactured by HANOVER<sup>®</sup> in connection with the manufacture of the products hereunder. Purchaser shall indemnify and hold harmless HANOVER<sup>®</sup> from and against any expense or loss resulting from any actual or alleged infringement of any patent or copyright arising as a result of HANOVER's compliance with any of Purchaser's designs, specifications or instructions or modifications of such product by Purchaser or any party (other than HANOVER<sup>®</sup>) which were not approved by HANOVER<sup>®</sup>. Purchaser shall defend, at its expense, any suit brought against HANOVER<sup>®</sup> alleging any such infringement provided that HANOVER<sup>®</sup> (i) gives Purchaser prompt notice of any such suit and permits Purchaser, through counsel of its choice, to defend such suit and (ii) gives Purchaser all needed information, assistance and authority, at Purchaser's expense, necessary for Purchaser to defend any such suit.

**17. CONTROLLING DOCUMENT:** These terms and conditions and the Acknowledgment (sometimes referred to collectively as "the Contract" or "this Contract") control the terms of the transaction between HANOVER<sup>®</sup> and Purchaser. In the event any other written document becomes integrated into the Contract between HANOVER<sup>®</sup> and the Purchaser, its terms shall be applicable only where they address provisions not provided in these terms and conditions or the Acknowledgment. HANOVER<sup>®</sup> shall not be bound by any terms and conditions which Purchaser claims were accepted by HANOVER<sup>®</sup> electronically or by virtue of using or registering on Purchaser's website. Any ambiguity which might arise between the provisions of these terms and conditions, the Acknowledgment, and any other document which may become integrated into the Contract between HANOVER<sup>®</sup> and the Purchaser, shall be resolved in favor of these terms and conditions and the Acknowledgment, and any other provision which may become integrated into the Contract between Purchaser and HANOVER<sup>®</sup> shall have no cumulative effect where such provision addresses a right, remedy or requirement otherwise addressed in these terms and conditions or the Acknowledgment, but rather, such provision shall be superseded by the appropriate provision contained in these terms and conditions and the Acknowledgment.