

SALE OF RESIDENTIAL WINDOW AND/OR BI-FOLD DOOR ASSEMBLIES

This contract for the sale of goods is between Origin USA, Inc. (“**Seller**”) and _____ (“**Buyer**”) (collectively, the “**Parties**”). This contract and all terms and conditions set forth herein, including Exhibit A attached hereto, shall be effective upon the date this agreement is signed by both Parties (“**Effective Date**”) and shall be referred to herein as the “**Agreement**.”

The Parties agree as follows:

1. Sale of Goods. Seller shall sell to Buyer and Buyer shall purchase from Seller the window and/or bi-fold door assemblies specified in Exhibit A attached hereto for residential use in the quantities and at the prices stated in Exhibit A (hereinafter the “**Goods**”). All Prices are exclusive of sales, use, and excise taxes, and any other similar taxes, duties, and charges of any kind imposed by any governmental authority on any amounts payable by Buyer.

2. Payment Terms.

(a) Unless otherwise agreed, Buyer shall pay 50% of the total invoice price on the Effective Date and the remaining balance before the Goods will be shipped.

(b) Buyer shall pay interest on all late payments at the lesser of the rate of one percent (1%) per month or the highest rate permissible under applicable law, calculated daily and compounded monthly. Buyer shall reimburse Seller for all costs incurred in collecting any late payments, including, without limitation, reasonable attorneys' fees. In addition to all other remedies available under these Agreement or at law (which Seller does not waive by the exercise of any rights hereunder), Seller shall be entitled to withhold shipment of any Goods or suspend the delivery of any Goods or performance of any services in relation thereto if Buyer fails to pay any amounts when due hereunder and such failure continues for ten (10) days following written notice thereof.

(c) Buyer shall not withhold payment of any amounts due and payable by reason of any set-off of any claim or dispute with Seller, whether relating to Seller's breach, bankruptcy or otherwise.

3. Title, Delivery, Shipping Terms and Risk of Loss.

(a) Unless otherwise agreed in writing by the Parties, Seller shall deliver the Goods to the delivery point specified in Exhibit A (“**Delivery Point**”) using Seller's standard methods for packaging and shipping. Delivery of the Goods shall be made FOB Delivery Point. If the Delivery Point is anywhere other than Seller’s Plant, Buyer shall be responsible for all loading costs and provide equipment and labor reasonably required to take receipt of the Goods at the Delivery Point.

(b) If appropriate, Seller may, without liability or penalty, make partial shipments of Goods to Buyer. Each shipment shall constitute a separate sale, and Buyer shall pay for the units shipped whether such shipment is in whole or partial fulfillment of Buyer's purchase order.

(c) Title to the Goods transfers to Buyer upon delivery of the Goods by Seller to a carrier. Delivery to a carrier constitutes delivery to the Buyer, and regardless of whether or not Seller pays the freight, all risk of loss or damage in transit will pass to the Buyer upon delivery to such carrier. The Buyer may be charged for any warehousing fees, demurrage fees, trucking and other expenses occasioned by or incident to any delays requested or made for the convenience of the Buyer beyond the scheduled shipping date. Claims for shortage or other errors must be made in writing to Seller within ten (10) days after receipt of a shipment. Failure to make such a claim within such ten (10) day period will constitute a waiver of all such claims by Buyer and such failure will constitute acceptance of the Goods. Methods and route of shipment will be at the discretion of Seller unless the Buyer specifies otherwise in writing and Seller agrees. Any additional expense associated with the method or route of shipment specified by the Buyer will be borne by the Buyer.

(d) If for any reason Buyer fails to accept delivery of any of the Goods on the date fixed pursuant to Seller's notice to Buyer that the Goods have been delivered to the Delivery Point, or if Seller is unable to deliver the Goods to the Delivery Point on such date because Buyer has not provided appropriate instructions, documents, licenses or authorizations: (i) risk of loss to the Goods shall pass to Buyer; (ii) the Goods shall be deemed to have been delivered; and (iii) Seller, at its option, may store the Goods until Buyer picks them up, whereupon Buyer shall be liable for all related costs and expenses including, without limitation, storage and insurance.

4. Non-Delivery.

(a) Seller shall not be liable for any non-delivery of Goods (even if caused by Seller's negligence) unless Buyer gives written notice to Seller of the non-delivery within five (5) days of the date when the Goods would or should have been received in the ordinary course of events.

(b) Any liability of Seller for non-delivery of the Goods shall be limited to replacing the Goods within a reasonable time or adjusting the invoice respecting such Goods to reflect the actual quantity delivered.

(c) Buyer acknowledges and agrees that the remedies set forth in this Section 4 are Buyer's exclusive remedies for the Non-Delivery of Goods. Except as provided under Section 4(b), all sales of Goods to Buyer are made on a one-way basis and Buyer has no right to return Goods purchased under this Agreement to Seller.

5. Inspection and Rejection of Nonconforming Goods.

(a) Buyer shall inspect the Goods within five (5) days of receipt ("**Inspection Period**"). Buyer will be deemed to have accepted the Goods unless it notifies Seller in writing of any Nonconforming Goods during the Inspection Period and furnishes such written evidence

or other documentation as reasonably required by Seller. "**Nonconforming Goods**" means only the following: (i) product shipped is different than that which is identified in Exhibit A hereto; or (ii) product's label or packaging incorrectly identifies its contents.

(b) If Buyer timely notifies Seller of any Nonconforming Goods, Seller shall at its sole option either (i) replace such Nonconforming Goods with conforming Goods, or (ii) credit or refund the Price for such Nonconforming Goods, together with any reasonable shipping and handling expenses incurred by Buyer in connection therewith. Buyer shall ship, at its expense and risk of loss, the Nonconforming Goods to Seller's facility located at 700 Commerce Drive, Venice, FL 34292. If Seller exercises its option to replace Nonconforming Goods, Seller shall, after receiving Buyer's shipment of Nonconforming Goods, ship to Buyer, at Buyer's expense and risk of loss, the replaced Goods to the Delivery Point.

(c) Buyer acknowledges and agrees that the remedies set forth in Section 6(b) are Buyer's exclusive remedies for the delivery of Nonconforming Goods. Except as provided under Section 6(b), all sales of Goods to Buyer are made on a one-way basis and Buyer has no right to return Goods purchased under this Agreement to Seller.

6. ALL GLASS SOLD TO BUYER UNDER THIS AGREEMENT IS PURCHASED BY SELLER UNDER LIMITED WARRANTIES OF CARDINAL IG COMPANY OR CARDINAL LG COMPANY.

Seller does NOT warrant any glass sold as a part of this Agreement ("**Glass**"). All Glass sold under this Agreement is purchased by Seller from Cardinal LG Company, a Minnesota corporation, or, from Cardinal IG Company, a Wisconsin corporation (collectively "**Cardinal**"). Buyer acknowledges that Seller has provided Buyer with a written copy of the express limited warranties applicable to Glass purchased by Seller from Cardinal, including the terms, conditions, limitations and exclusions applicable to such warranties ("**Cardinal's Glass Warranties**"). (Cardinal's Glass Warranties are also attached hereto as Exhibits B and C and can be found in their entirety at: <http://www.cardinalcorp.com/technology/reference/terms-and-conditions/>). Respecting Glass sold under this Agreement, Seller agrees to extend to Buyer all of the benefits that Seller may actually receive under Cardinal's Glass Warranties as to that glass, provided that all such benefits are extended to Buyer subject to all of the terms, conditions, limitations, exclusions and burdens, of Cardinal's Glass Warranties to Seller.

By purchasing Glass from Seller under this Agreement, Buyer agrees that Cardinal's Glass Warranties are the only warranties covering Glass sold under this Agreement and Buyer agrees to be bound by the terms of Cardinal's Glass Warranties as if Buyer were Cardinal's Customer thereunder. Buyer agrees to look solely to Cardinal's Glass Warranties as extended to Buyer under this Agreement in the event Buyer claims any defect in Glass sold hereunder. In the event Buyer claims that Glass sold hereunder is in breach of Cardinal's Glass Warranties, Buyer agrees to timely submit any such claimed breach of Cardinal's Glass Warranties to Seller and to cooperate fully with Seller in submitting such claim(s) to Cardinal. In the event that Cardinal honors such claim(s), Seller agrees to assign, transfer and set over to Buyer any and all benefits Seller actually receives from Cardinal as to any such claim(s). The submission of Buyer's claim by Seller to Cardinal and Buyer's acceptance of any benefits Seller may receive from Cardinal

thereunder, if any, shall constitute a full satisfaction and release of all further obligations of Seller to Buyer in respect of claimed defect(s) in Glass sold to Buyer hereunder.

7. Seller's Limited Warranty as to Components Other Than Glass

(a) Unless a shorter period is specified herein or in Exhibit A, for a period of ten (10) years from the date of delivery to the Delivery Point ("**Limited Warranty Period**"), Seller warrants to Buyer that all non-glass components of the Goods ("**Non-Glass Components**") shall conform to the product descriptions/specifications set forth in Exhibit A and will be free from defect in manufacturing, materials, and workmanship ("**Seller's Limited Warranty**"). Seller's Limited Warranty extends to non-electric operators, locks, lifts, balance systems, hinges, handles, insect screens, weather stripping, exterior trim, sash and frame members.

(b) If the Goods are installed within two (2) miles of a body of salt water, the Limited Warranty Period applicable to Non-Glass Components is 5-years, not 10-years.

(c) The Limited Warranty Period applicable to wood grain finishes is 3-years, not 10-years.

(d) If corrosion-resistant hardware, including lock mechanisms for inswing and outswing patio doors and outswing patio door corrosion-resistant hinges, is included in the Goods specified in Exhibit A, during the Limited Warranty Period, such corrosion-resistant hardware is warranted to be free from mechanical failure due to corrosion cause by an electrolytic chemical reaction involving atmospheric salts, such as what may occur in coastal applications and its finish is warranted not to tarnish, peel, pit, flake, discolor, or corrode; however, aesthetic discoloration or pitting that may occur due to environmental conditions is not warranted. (Note: Minimum maintenance such as cleaning with a mild detergent on a regular basis may be necessary to maintain the original hardware appearance.)

8. Limitations and Exclusions from Seller's Limited Warranty as to Non-Glass Components:

The following are NOT covered by Seller's Limited Warranty:

- Seller makes no warranty or representation regarding the installation of the Goods into a building or structure.
- Seller does not warrant against damage caused by: (i) improper installation or use, including installation in a commercial building; (ii) exposure to conditions beyond published performance specifications; (iii) water infiltration (other than as a result of a defect in manufacturing, materials or workmanship); (iv) condensation; (v) improper maintenance; (vi) chemicals or airborne pollutants; (vii) damage due to delivery by others; (viii) accidents; (ix) misuse; (x) abuse; (xi) building settlement or structural

defects; (xii) acts of God; (xiii) normal wear and tear; or (xiv) any other cause or occurrence beyond Seller's control.

- Seller makes no warranty or representation that condensation will not occur or will be eliminated by the Goods.
- Seller does not warrant against any adjustments or corrections due to improper installation of the Goods.
- Seller does not warrant against any failures due to product modifications or glass shading devices (for example, but not limited to, glass tinting or filming, security systems, improper painting or staining, or insulated coverings).
- Seller does not warrant against improper assembly or units improperly mulled by others.
- Seller does not warrant against any failure due to the application of non-Seller hardware (e.g. locksets, trim sets, hinges, panic hardware, closers, etc.).
- Seller does not warrant against any failure to properly install Seller's hardware and/or exterior trim.
- Seller does not warrant any products not manufactured by Seller.
- Seller does not warrant any glass sold hereunder and Cardinal does not warrant against any slight glass curvature, minor scratches or other imperfections in the glass that do not impair structural integrity or significantly obscure normal vision.
- Seller does not warrant glass sold hereunder and Cardinal does not warrant rattling of grille bars within an air space.
- Seller does not warrant against any tarnish or corrosion to hardware finishes, except on outswing patio door corrosion-resistant hinges.
- Seller does not warrant service trips to provide instruction on product use.

Buyer acknowledges that while every attempt is made to match paint colors on the Goods, slight variations may occur during the Limited Warranty Period. Paint finishes may dull due to weathering. Seller shall not be responsible or liable for any such dulling to the paint finishes.

Buyer acknowledges that installation instructions are provided with delivery of the Goods and show the correct installation method and usage. An operational guide is also supplied with the Goods which must be passed to and followed by the End-User of the Goods. It is the responsibility of the Buyer to ensure that the End-User receives and follows all instructions in these documents.

Buyer agrees to maintain the Goods (glass, tracks, jambs, seals and frames) with regular cleaning and careful handling. Failure to do so will void the Limited Warranty. Use of low concentrations of soapy water followed by a rinse of fresh water is permitted, as is periodic usage of glass cleaners.

The Seller's Limited Warranty is void if the Goods are painted, varnished or coated with any substance by anyone other than Seller.

9. ALL OTHER WARRANTIES, EXPRESS OR IMPLIED ARE DISCLAIMED.

(a) Seller's Limited Warranty as set forth in this document is the only express warranty (whether written or oral) applicable to the Goods and no one is authorized to modify or expand Seller's Limited Warranty.

(b) **EXCEPT FOR SELLER'S LIMITED WARRANTY SET FORTH HEREIN, THE GOODS ARE SOLD "AS IS" AND WITH ALL FAULTS. SELLER DISCLAIMS ALL OTHER WARRANTIES OF QUALITY, WHETHER EXPRESS OR IMPLIED BY LAW, COURSE OF DEALING, COURSE OF PERFORMANCE, USAGE OF TRADE OR OTHERWISE, SPECIFICALLY INCLUDING, BUT NOT LIMITED TO, WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.**

10. Sole and Exclusive Remedies.

(a) In the event a Non-Glass Component fails due to a defect in manufacturing, materials, or workmanship, within the Limited Warranty Period, Seller will, at its option (i) provide replacement part(s) (labor not included); (ii) repair the defective component at no cost to Buyer; or (iii) credit or refund the price paid for such defective Non-Glass Component at the pro rata contract rate, provided that, if Seller so requests, Buyer shall, at Seller's expense, return such defective component to Seller. Such replacement parts or repairs are warranted for the remainder of the original Limited Warranty Period.

(b) Seller shall not be liable for a breach of Seller's Limited Warranty unless: (i) Buyer provides Seller with written notice of defective Goods that reasonably describes such defect(s) within two (2) days of the time Buyer discovers or should reasonably have discovered the defect(s); (ii) Seller is given a reasonable opportunity after receiving such notice to examine such Goods; (iii) Buyer (if requested to do so by Seller) returns such Goods to Seller's place of business at Seller's cost for the examination to take place there; and (iv) Seller reasonably verifies Buyer's claim that the Goods are defective.

(c) Seller shall not be liable for breach of Seller's Limited Warranty if: (i) Buyer makes any further use of such Goods after giving the notice described in the immediately preceding subparagraph (b) above; (ii) the defect results from Buyer's failure to follow Seller's instructions; or (iii) Buyer alters or repairs such Goods without the prior written consent of Seller.

(d) **THE REMEDIES SET FORTH HEREIN SHALL BE THE BUYER'S SOLE AND EXCLUSIVE REMEDY AND SHALL CONSTITUTE SELLER'S ENTIRE LIABILITY FOR ANY BREACH OF SELLER'S LIMITED WARRANTY.**

(e) **IN NO EVENT SHALL SELLER BE LIABLE TO BUYER OR ANY THIRD PARTY FOR ANY LOSS OF USE, REVENUE OR PROFIT OR LOSS OF DATA OR DIMINUTION IN VALUE, OR FOR ANY CONSEQUENTIAL, INDIRECT, INCIDENTAL, SPECIAL, EXEMPLARY, OR PUNITIVE DAMAGES WHETHER ARISING OUT OF BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE), OR OTHERWISE, REGARDLESS OF WHETHER SUCH DAMAGES WERE FORESEEABLE AND WHETHER OR NOT SELLER HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, AND NOTWITHSTANDING THE FAILURE OF ANY AGREED OR OTHER REMEDY OF ITS ESSENTIAL PURPOSE.**

(f) **IN NO EVENT SHALL SELLER'S AGGREGATE LIABILITY ARISING OUT OF OR RELATED TO THIS AGREEMENT, WHETHER ARISING OUT OF OR RELATED TO BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE), OR OTHERWISE, EXCEED TEN TIMES THE TOTAL OF THE AMOUNTS PAID TO SELLER FOR THE GOODS SOLD HEREUNDER.**

11. Product Suitability and Compliance with Law.

Building, fire, energy, and construction codes and regulations, specifically including, but not limited to the Americans with Disability Act and architectural designs and specifications (collectively "Codes"), vary by building, product application and jurisdiction/location. Some product applications require site specific engineering analysis ("Engineering Analysis") to determine the proper use of particular construction materials and products. The determination whether an Engineering Analysis is required, the cost of obtaining it, if required, and compliance with Engineering Analyses and Codes are solely the responsibility of Buyer and Seller assumes no responsibility or liability whatsoever for such determinations or compliance.

In order to be considered safe or lawful, the installation and end-use of the Goods must comply with all applicable Codes and Buyer expressly assumes sole responsibility for such Code compliance. Buyer also agrees to comply with all applicable laws, rules, regulations, ordinances, including, but not limited to, Codes and Engineering Analyses and to maintain in effect all the licenses, permissions, authorizations, consents, and permits needed for installation and end-use of the Goods.

Buyer is solely responsible for determining whether the Goods are suitable for Buyer's needs or intended applications. Although Seller may make information or opinions available to Buyer, Seller assumes no responsibility for the suitability or design of the Goods required for the Buyer's intended uses or application(s). Buyer assumes sole responsibility for the selection of the Goods and that they will be safe, acceptable and suitable for use under end-use conditions and applications.

12. Termination. In addition to any remedies that may be provided herein, Seller may terminate this Agreement with immediate effect upon written notice to Buyer, if Buyer: (i) fails to pay any amount when due under this Agreement and such failure continues for ten (10) days after Buyer's receipt of written notice of nonpayment; (ii) has not otherwise performed or complied with any of the terms of this Agreement, in whole or in part; or (iii) becomes insolvent,

files a petition for bankruptcy or commences or has commenced against it proceedings relating to bankruptcy, receivership, reorganization, or assignment for the benefit of creditors.

13. Applicability; Entire Agreement. This Agreement shall comprise the entire agreement of the Parties with respect to the goods and shall supersede all prior or contemporaneous understandings, agreements, negotiations, representations, warranties, and communications, both written and oral. Further, the Terms shall be the only terms and conditions which govern the sale of the Goods and shall prevail over any proposed or submitted terms and conditions of Buyer, regardless whether or when Buyer submitted its purchase order or such proposed terms, all of which Seller hereby rejects. Fulfillment of Buyer's order does not constitute acceptance of any proposed or submitted terms and conditions of Buyer and shall not serve to modify or amend these Terms.

14. Waiver. No waiver by Seller of any of the provisions of this Agreement is effective unless explicitly set forth in writing and signed by Seller. No failure to exercise, or delay in exercising, any right, remedy, power or privilege arising from this Agreement operates, or may be construed, as a waiver thereof. No single or partial exercise of any right, remedy, power or privilege hereunder precludes any other or further exercise thereof or the exercise of any other right, remedy, power or privilege.

15. Force Majeure. The Seller shall not be liable or responsible to Buyer, nor be deemed to have defaulted or breached this Agreement, for any failure or delay in fulfilling or performing any term of this Agreement when and to the extent such failure or delay is caused by or results from acts or circumstances beyond the reasonable control of Seller including, without limitation, acts of God, flood, fire, earthquake, explosion, governmental actions, war, invasion, or hostilities (whether war is declared or not), terrorist threats or acts, riot, or other civil unrest, national emergency, revolution, insurrection, epidemic, lockouts, strikes or other labor disputes (whether or not relating to either party's workforce), or restraints or delays affecting carriers or inability or delay in obtaining supplies of adequate or suitable materials, materials or telecommunication breakdown or power outage, provided that, if the event in question continues for a continuous period in excess of thirty (30) days, Buyer shall be entitled to give notice in writing to Seller to terminate this Agreement.

16. Assignment; Delegation. Buyer shall neither assign any of its rights nor delegate any of its obligations under this Agreement without the prior written consent of Seller. Any purported assignment or delegation in violation of this Section shall be null and void. No assignment or delegation relieves Buyer of any of its obligations under this Agreement.

17. Relationship of the Parties. The relationship between the Parties is that of independent contractors. Nothing contained in this Agreement shall be construed as creating any agency, partnership, joint venture or other form of joint enterprise, employment or fiduciary relationship between the Parties, and neither of the Parties shall have authority to contract for or bind the other in any manner whatsoever.

18. No Third-Party Beneficiaries. This Agreement is for the sole benefit of the Parties hereto and their respective successors and permitted assigns and nothing herein, express

or implied, is intended to or shall confer upon any other person or entity any legal or equitable right, benefit, or remedy of any nature whatsoever under or by reason of these Terms.

19. Governing Law. All matters arising out of or relating to this Agreement are governed by and construed in accordance with the internal laws of the State of Florida without giving effect to any choice or conflict of law provision or rule (whether of the State of Florida or any other jurisdiction) that would cause the application of the laws of any jurisdiction other than those of the State of Florida.

20. Submission to Jurisdiction. Any legal suit, action, or proceeding arising out of or relating to this Agreement shall be instituted in the federal courts of the United States of America or the courts of the State of Florida in each case located in or nearest to the City of Venice, Florida and County of Sarasota County, Florida, and each party irrevocably submits to the exclusive jurisdiction of such courts in any such suit, action, or proceeding.

21. Notices. All notices, requests, consents, claims, demands, waivers, and other communications hereunder (each, a "**Notice**") shall be in writing and addressed to the parties at the addresses set forth on the face of this Sales Order or to such other address that may be designated by the receiving party in writing. All Notices shall be delivered by personal delivery, nationally recognized overnight courier (with all fees pre-paid), facsimile (with confirmation of transmission), or certified or registered mail (in each case, return receipt requested, postage prepaid). Except as otherwise provided in this Agreement, a Notice is effective only (a) upon receipt of the receiving party, and (b) if the party giving the Notice has complied with the requirements of this Section.

22. Severability. If any term or provision of this Agreement is invalid, illegal, or unenforceable in any jurisdiction, such invalidity, illegality, or unenforceability shall not affect any other term or provision of this Agreement or invalidate or render unenforceable such term or provision in any other jurisdiction.

23. Survival. Provisions of these Terms which by their nature should apply beyond their terms will remain in force after any termination or expiration of this Agreement including, but not limited to, the following provisions: Insurance, Compliance with Laws, Governing Law, Submission to Jurisdiction and Survival.

24. Amendment and Modification. These Terms may only be amended or modified in a writing stating specifically that it amends these Terms and is signed by an authorized representative of both Parties.

25. Counterparts; Facsimile Signatures. This Agreement may be signed in one or more counterparts, which together shall form a single document. This agreement may be signed electronically and a facsimile signature should be deemed an original.

BUYER:

By: _____

Name: _____

Its: _____

Date: _____

SELLER: ORIGIN USA, INC.

By: _____

Name: _____

Its: _____

Date: _____

EXHIBIT A

1.) Origin has a 10-year limited warranty on non-glass portions of Origin windows and doors (including non-electric operators, locks, lifts, balance systems, hinges, handles, insect screens, weather stripping, exterior trim, sash and frame members) are warranted to be free from defects in manufacturing, materials and workmanship from the date of purchase. This limited warranty does not apply to Origin electric window operators, retractable insect screens or finishes on bright brass and satin nickel door hardware.

In the event a component other than glass fails as a result of a defect in manufacturing, materials or workmanship within the limited warranty period, Origin, at its option, will (a) provide replacement parts to the Origin retailer/dealer you specify –labor not included; (b) provide a factory-authorized repair to the existing component at no cost to the Customer; or (c) refund the original purchase price or Origin retailer/dealer’s price at the time of the original purchase, whichever is less. Such replacement parts or repairs are warranted for the remainder of the original limited warranty period.

2.) Corrosion-resistant hardware (includes lock mechanisms for inswing and outswing patio doors and outswing patio door corrosion-resistant hinges) is warranted to be free from mechanical failure due to corrosion cause by an electrolytic chemical reaction involving atmospheric salts, such as what may occur in coastal applications for a period of ten (10) years from the date of purchase from Origin.

What is not covered by this corrosion-resistant hardware warranty: any and all aesthetic discoloration or pitting that may occur due to environmental conditions. Minimum maintenance such as cleaning with a mild detergent on a regular basis may be necessary to maintain the original hardware appearance.

3.) The finish on corrosion-resistant outswing patio door hinges is warranted to be free from defects in manufacturing, materials and workmanship and warranted not to tarnish, peel, pit, flake, discolor, or corrode for a period of ten (10) years from the date of purchase from Origin.

In the event there is a mechanical failure of the lock mechanism for inswing or outswing patio doors or the exterior hinges of an outswing hinged patio door or there is a defect in the finish on corrosion-resistant hinges or the finish on corrosion-resistant hardware within the limited warranty period, Origin, at its option, will: (a) provide replacement parts to the Origin retailer/dealer you specify –labor not included; or (b) refund the original purchase price or Origin retailer/dealer’s price at the time of the original purchase, whichever is less. Such replacement parts or repairs are warranted for the remainder of the original limited warranty period.

4.) The Customer acknowledges that while every attempt is made to match paint colors on the Goods, slight variations may occur and during the Warranty Period such paint finishes may

dull due to weathering. Origin shall not be responsible or liable for any such dulling to the paint finishes.

5.) The Customer acknowledges that the installation instructions are provided with delivery of the Goods and show the correct installation method and usage. An operational guide is also supplied with the Goods which must be passed to the End-User of the Goods. It is the responsibility of the Customer to ensure receipt of these documents by the End-User and that the operational manual is passed to the End-User.

6.) The Customer agrees to maintain the entire door system (glass, tracks, jambs, seals and frames) with regular cleaning, careful handling etc. Failure to do so will cause the warranty to void. Use of low concentration of soapy water followed by a rinse of fresh water is permitted, as is periodic usage of glass cleaners. Use of any other common cleaners or chemicals will void the warranty.

7) Exclusion of Implied Warranty of Merchantability and Implied Warranty of Fitness for a Particular Purpose. There are no warranties which extend beyond the description on the face of the attached warranty. Origin specifically disclaims any warranties implied under Florida law or the Uniform Commercial Code, and specifically disclaims any implied warranty of merchantability or implied warranty of fitness for a particular purpose.

8.) The following shall NOT be covered by this limited warranty:

- Glass shall not be included as part of the Goods.
- Origin makes no warranty or representation regarding the installation of the Goods.
- Origin makes no warranty or representation that condensation will not occur or will be eliminated by the Goods and Origin shall not be liable for any condensation.
- Adjustments or corrections due to improper installation of the Goods.
- Failures due to product modifications or glass shading devices (e.g., glass tinting, security systems, improper painting or staining, insulated coverings, etc.).
- Units improperly assembled or improperly mulled by others.
- Failure due to the application of non-Origin hardware (e.g. locksets, trim sets, hinges, panic hardware, closers, etc.).
- Failure to properly install Origin hardware and/or exterior trim.
- Products not manufactured by Origin.
- Slight glass curvature, minor scratches or other imperfections in the glass that do not impair structural integrity or significantly obscure normal vision.
- Rattling of grille bars within an air space.
- Tarnish or corrosion to hardware finishes, except on outswing patio door corrosion-resistant hinges.
- Service trips to provide instruction on product use.

EXHIBIT B

CARDINAL IG COMPANY

5. LIMITED WARRANTY OF HEAT STRENGTHENED OR TEMPERED GLASS. Cardinal warrants only to the original non-consumer Customer for a period of one (1) year from the date of sale to the Customer (the "Limited Warranty Period") that heat strengthened and tempered glass products produced by Cardinal ("Heat Strengthened Glass") and ("Tempered Glass") and purchased by the Customer meet at the time of sale ASTM Standard Specification C1048 Standard Specification for Heat Treated Flat Glass - Kind HS, Kind FT Coated and Uncoated Glass. Cardinal also warrants only to the original non-consumer Customer for a period of one (1) year from the date of sale to the Customer (the "Limited Warranty Period") that Tempered Glass products produced by Cardinal ("Tempered Glass") and purchased by the Customer meet at the time of sale the requirements of the Safety Glazing Certification Council ("SGCC").

6. SOLE REMEDIES APPLICABLE TO LIMITED WARRANTIES OF HEAT STRENGTHENED GLASS AND TEMPERED GLASS. If any breach of either of the preceding Limited Warranties respecting Heat Strengthened Glass and Tempered Glass (the relevant product(s) is(are) the "Product(s)") is reported to Cardinal before the end of the applicable Limited Warranty Period by the Customer, Cardinal, at its exclusive option, will upon confirmation of the existence of a defect covered by the applicable Limited Warranty either:

a. Provide a replacement Product to the Customer in exchange for the defective Product or,

b. Refund to the Customer Cardinal's original selling price for such defective Product. If Cardinal elects to supply a replacement Product, any Limited Warranty that would otherwise apply to such replacement Product will only extend for a Limited Warranty Period equal to the remaining balance of the original Limited Warranty Period for the defective Product. All replacement Products will be provided FOB Cardinal's nearest plant.

7. LIMITED WARRANTIES OF MONOLITHIC LAMINATED GLASS. Cardinal warrants only to the original non-consumer customer (the "Customer") that for the applicable Limited Warranty Period set out below, the monolithic laminated glass products identified below which are produced by Cardinal and purchased by the Customer will not have defects in material or workmanship that cause delamination of the laminated glass resulting in materially obstructed vision through the laminated glass:

a. for monolithic laminated glass incorporating Dupont'sTM Sentry Glas® interlayer ("SG® Laminated Glass"), the limited warranty period is ten (10) years from the date of Cardinal's manufacture (the "Limited Warranty Period");

b. for monolithic laminated glass incorporating either only a polyvinyl butyral interlayer ("PVB Laminated Glass") or a PVB interlayer and a polyethylene terephthalate

interlayer ("PET Laminated Glass") or an ethylene vinyl acetate interlayer ("EVA Laminated Glass"), the limited warranty period is five (5) years from the date of Cardinal's manufacture (the "Limited Warranty Period"); and

c. for monolithic laminated glass used in the ballistics market incorporating one or more composite interlayers comprised of Dupont'sTM Sentry Glas[®] interlayer, a polyvinyl butyral interlayer and a polyethylene terephthalate interlayer (the "Ballistics Laminated Glass"), the limited warranty period is five (5) years from the date of Cardinal's manufacture (the "Limited Warranty Period").

The interlayer of PVB Laminated Glass, PET Laminated Glass, EVA Laminated Glass and Ballistics Laminated Glass that is persistently exposed to moisture at the edge can absorb moisture resulting in discoloration at the edge and perimeter of the product ("Edge Blush"). Cardinal does not warrant PVB Laminated Glass, PET Laminated Glass, EVA Laminated Glass or Ballistics Laminated Glass products against Edge Blush.

8. SOLE REMEDIES APPLICABLE TO LIMITED WARRANTIES OF MONOLITHIC LAMINATED GLASS PRODUCTS.

If any breach of the preceding Limited Warranties respecting monolithic SG[®] Laminated Glass, PVB Laminated Glass, PET Laminated Glass, EVA Laminated Glass or Ballistics Laminated Glass (collectively, the "Monolithic Laminated Glass Product(s)") is reported to Cardinal before the end of the applicable Limited Warranty Period by the Customer, Cardinal, at its exclusive option, will upon confirmation of the existence of a defect covered by one of the Limited Warranties either:

a. Provide a replacement Monolithic Laminated Glass Product to the Customer in exchange for the defective Monolithic Laminated Glass Product or,

b. Refund to the Customer Cardinal's original selling price for such defective Monolithic Laminated Glass Product. If Cardinal elects to supply a replacement Monolithic Laminated Glass Product, any Limited Warranty that would otherwise apply to such replacement Monolithic Laminated Glass Product will only extend for a Limited Warranty Period equal to the remaining balance of the original Limited Warranty Period for the defective Monolithic Laminated Glass Product. All replacement Monolithic Laminated Glass Products will be provided FOB Cardinal's nearest Laminated Glass plant.

9. LIMITED WARRANTY AND SOLE REMEDIES FOR INSULATING GLASS UNITS.

Cardinal warrants only to the original non-consumer Customer for a period of twenty (20) years from the date of Cardinal's manufacture (the "Limited Warranty Period") that insulating glass units produced by Cardinal with XL Edge[®] or Endur[®] spacers and with or without glass that is laminated ("Insulating Glass Units") and purchased by the Customer will be free from material obstruction of vision as a result of fogging or film formation on the internal glass surfaces caused by failure of the seal which is due to defects in material or workmanship. Cardinal warrants only to the original non-consumer Customer for a period of twenty (20) years from the date of Cardinal's manufacture (the "Limited Warranty Period") that Insulating Glass Units produced by Cardinal with SG[®] Laminated Glass (also, "Insulating Glass Units") and purchased by the Customer will be free from defects in material or workmanship which cause delamination of the laminated glass. Cardinal warrants only to the original non-consumer Customer for a period of

five (5) years from the date of Cardinal's manufacture (the "Limited Warranty Period") that Insulating Glass Units produced by Cardinal with PVB Laminated Glass, PET Laminated Glass EVA Laminated Glass or Ballistics Laminated Glass (also, "Insulating Glass Units ") and purchased by the Customer will be free from defects in material or workmanship which cause delamination of the laminated glass. With respect to Insulating Glass Units in which capillary tubes were installed by Cardinal or Customer, the relevant warranty above shall be valid only if the Insulating Glass Units are properly installed in high altitude applications in accordance with Cardinal's requirements concerning installation of Insulating Glass Units and all capillary tube materials (tubes, covers, silicone, picks) used with the Insulating Glass Units are purchased from Cardinal IG. Cardinal's requirements concerning installation of Insulating Glass Units with capillary tubes can be obtained by writing to Cardinal IG Company, 7201 West Lake Street, Minneapolis, MN 55426-4320. Failure to utilize Cardinal IG supplied materials or properly execute Cardinal's requirements for the installation of Insulating Glass Units at high altitude will void this Limited Warranty.

Cardinal also warrants only to the original non-consumer Customer for a period of one (1) year from the date of sale to the Customer (the "Limited Warranty Period") that Insulating Glass Units meet the requirements of the Insulating Glass Certification Council ("IGCC"), and ASTM E 2190 Standard Specification for Insulating Glass Unit Performance and Evaluation.

If any breach of any of the preceding Limited Warranties respecting Insulating Glass Units is reported to Cardinal before the end of the applicable Limited Warranty Period, Cardinal, at its exclusive option, will upon confirmation of the existence of a defect covered by the applicable Limited Warranty either:

a. Provide a replacement Insulating Glass Unit and grant to the Customer a reglazing allowance equal to 50% of Cardinal's original selling price of such defective Insulating Glass Unit.

b. Refund to the Customer 150% of Cardinal's original selling price for such defective Insulating Glass Unit.

10. DISCLAIMER OF IMPLIED & OTHER WARRANTIES. THE PRECEDING EXPRESS LIMITED WARRANTIES ARE THE EXCLUSIVE WARRANTIES MADE BY CARDINAL NOTWITHSTANDING ANY OTHER DOCUMENT OR PROVISION INCLUDING WITHOUT LIMITATION ANY SPECIFICATIONS AND CARDINAL MAKES NO OTHER WARRANTY OR REPRESENTATION OF ANY KIND WHATSOEVER, EXPRESS OR IMPLIED, WITH RESPECT TO THE PRODUCTS SOLD IN CONNECTION WITH THIS DOCUMENT, WHETHER (a) AS TO MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, SATISFACTORY QUALITY OR ANY OTHER MATTER; (b) ARISING FROM A COURSE OF DEALING, USAGE, OR TRADE PRACTICE; OR (c) THAT THE PRODUCTS WILL BE FREE FROM INFRINGEMENT OR VIOLATION OF ANY RIGHTS, INCLUDING INTELLECTUAL PROPERTY RIGHTS, OF THIRD PARTIES. CARDINAL DISCLAIMS ANY WARRANTY THAT PVB LAMINATED GLASS, PET LAMINATED GLASS, EVA LAMINATED GLASS OR BALLISTICS LAMINATED GLASS PRODUCTS WILL NOT SUFFER EDGE BLUSH. THESE DISCLAIMERS SHALL APPLY

EVEN IF ONE OF THE PRECEDING LIMITED WARRANTIES FAILS OF ITS ESSENTIAL PURPOSE.

11. EXCLUSIVE REMEDIES. THE EXPRESS REMEDIES STATED IN THIS DOCUMENT WILL BE THE EXCLUSIVE REMEDIES AVAILABLE TO THE CUSTOMER AGAINST CARDINAL FOR ANY DEFECTS IN THE PRODUCTS SOLD IN CONNECTION WITH THIS DOCUMENT OR FOR DAMAGES RESULTING FROM ANY CAUSE WHATSOEVER WITH RESPECT TO SUCH PRODUCTS, INCLUDING WITHOUT LIMITATION, CARDINAL'S NEGLIGENCE. The purpose of the express exclusive remedies is to provide the Customer with the replacement of, or to enable the Customer to return in exchange for cash consideration, products produced by Cardinal which are found to be defective under any one of the preceding Limited Warranties. These exclusive remedies will not be deemed to have failed of their essential purpose as long as Cardinal is willing and able to replace such defective products in the prescribed manner or willing to accept return of such defective products in exchange for the stated cash consideration. CARDINAL WILL NOT IN ANY EVENT BE LIABLE TO THE CUSTOMER FOR CONSEQUENTIAL OR INCIDENTAL DAMAGES OF ANY KIND, WHETHER FOR DEFECTIVE OR NONCONFORMING PRODUCTS, BREACH OR REPUDIATION OF ANY TERM OR CONDITION OF THIS DOCUMENT, NEGLIGENCE, OR ANY OTHER REASON. THESE EXCLUSIVE REMEDIES SHALL BE THE CUSTOMER'S EXCLUSIVE REMEDIES EVEN IF ONE OF THE PRECEDING LIMITED WARRANTIES FAILS OF ITS ESSENTIAL PURPOSE. FOR PURPOSES OF THIS SECTION, "CARDINAL" INCLUDES CARDINAL'S DIRECTORS, OFFICERS, EMPLOYEES, AGENTS, REPRESENTATIVES, SUBCONTRACTORS AND SUPPLIERS. IN NO EVENT SHALL THE TOTAL COLLECTIVE CUMULATIVE LIABILITY OF CARDINAL, ITS EMPLOYEES, OFFICERS, AGENTS, AND DIRECTORS EXCEED THE AMOUNT PAID TO CARDINAL BY THE CUSTOMER FOR THE PRODUCT FROM WHICH SUCH LIABILITY AROSE DURING THE TWELVE (12) MONTH PERIOD PRECEDING THE DATE OF THE MOST RECENT CLAIM BY THE CUSTOMER.

12. LIMITATIONS APPLICABLE TO ALL LIMITED WARRANTIES. The preceding Limited Warranties are given only to the Customer who is the first non-consumer purchaser of the relevant product, and are not given to any subsequent owners or any other user of such product or any other person or entity. The preceding Limited Warranties do not apply to alleged defects resulting from or related to: improper use or applications, persistent exposure to moisture in the sash, incompatible glazing materials, misuse, rough handling, job site/window cleaning scratching or other abuse, failure to adhere to applicable instructions, glass breakage, tampering, neglect or any reason not related to defects in material or workmanship of the relevant product. The preceding Limited Warranties respecting Heat Strengthened and Tempered Glass will also not apply to products that are subjected to additional fabrication (*e.g.* grinding, drilling, sandblasting, etc.) or exposed to temperatures in excess of 400 F for a sustained period of time. The preceding Limited Warranties respecting Laminated Glass Products will also not apply if there is incompatibility of the interlayer with other materials used in conjunction with the Laminated Glass Product or the Laminated Glass Product is exposed to corrosive materials, including but not limited to sulfur or chlorine. The preceding Limited Warranties respecting Insulating Glass Units will also not apply to Insulating Glass Units that are installed in structural glazing and sloped glazing applications unless Cardinal reviews in advance and approves in writing all of the glazing details and other relevant facts of the proposed application and the

actual application conforms in all respects to the details and facts disclosed to Cardinal and the conditions of Cardinal's written approval. The preceding Limited Warranties respecting Insulating Glass Units will also not apply to Insulating Glass Units in which capillary tubes are installed by someone other than Cardinal unless Cardinal reviews in advance and approves in writing all of the installation and sealing details and other relevant facts about the proposed capillary tubes and the actual installation, sealing and other relevant matters conform in all respects to the details and facts disclosed to Cardinal and the conditions of Cardinal's written approval.

14. TECHNICAL SERVICE BULLETINS. Cardinal operates one or more facilities that develop information and opinions about Products or other matters of potential interest to the Customer or the industries which use the Products and/or the Customer's products. Cardinal historically has published some of such information and opinions in Technical Service Bulletins or Bulletins ("TSBs") and periodically distributed them. Cardinal may in its discretion publish TSBs in any form, distribute or make such TSBs available in printed form or merely on Cardinal's web site. Cardinal may in its discretion stop preparing and/or publishing TSBs at any time without notice of any kind.

15. SUITABILITY. The Customer is solely responsible for determining the suitability and compatibility of the Customer's methods, processes, designs and materials used with the Products and the suitability of the Products for the Customer's needs and applications. Annealed glass is not suitable for use in locations identified as "hazardous" in certain building codes and federal laws. The Customer has the responsibility to use safety glazing materials (e.g. tempered glass or laminated glass) in hazardous locations. Cardinal may offer or be asked to review, test, provide information (including TSBs) or its opinion about the Products, the Customer's methods, processes, designs and materials to be used with the Products, or the suitability of the Products in a proposed application but Cardinal will not, by offering, responding to requests for or otherwise providing information or its opinion from time to time, assume any responsibility therefore or any obligation to supplement the same. The Customer will at all times be responsible for determining the suitability of Cardinal's or Cardinal's affiliates' information, review and test results, opinions, processes, products and services for use in the Customer's own processing and applications and for identifying and performing to the Customer's satisfaction all quality control tests, analyses, forecasts, and other tests and examinations necessary to assure that the Customer's products and services will be safe, acceptable and suitable for use under end-use conditions.

EXHIBIT C

CARDINAL LG COMPANY LIMITED WARRANTY OF LAMINATED GLASS

LIMITED WARRANTY OF HEAT STRENGTHENED OR TEMPERED GLASS.

Cardinal LG Company ("Cardinal"), a Wisconsin corporation, warrants only to the original non-consumer customer (the "Customer") for a period of one (1) year from the date of sale to the Customer (the "Limited Warranty Period") that heat strengthened and tempered glass products produced by Cardinal ("Heat Strengthened Glass") and ("Tempered Glass") and purchased by the Customer meet at the time of sale ASTM Standard Specification C1048 Standard Specification for Heat Treated Flat Glass - Kind HS, Kind FT Coated and Uncoated Glass. Cardinal also warrants only to the original non-consumer Customer for a period of one (1) year from the date of sale to the Customer (the "Limited Warranty Period") that Tempered Glass products produced by Cardinal ("Tempered Glass") and purchased by the Customer meet at the time of sale the requirements of the Safety Glazing Certification Council ("SGCC").

SOLE REMEDIES APPLICABLE TO LIMITED WARRANTIES OF HEAT STRENGTHENED GLASS AND TEMPERED GLASS. If any breach of either of the preceding Limited Warranties respecting Heat Strengthened Glass and Tempered Glass (the relevant product(s) is(are) the "Product(s)") is reported to Cardinal before the end of the applicable Limited Warranty Period by the Customer, Cardinal, at its exclusive option, will upon confirmation of the existence of a defect covered by the applicable Limited Warranty either:

- a. Provide a replacement Product to the Customer in exchange for the defective Product or,
- b. Refund to the Customer Cardinal's original selling price for such defective Product. If Cardinal elects to supply a replacement Product, any Limited Warranty that would otherwise apply to such replacement Product will only extend for a Limited Warranty Period equal to the remaining balance of the original Limited Warranty Period for the defective Product. All replacement Products will be provided FOB Cardinal's nearest plant.

LIMITED WARRANTIES OF MONOLITHIC LAMINATED GLASS. Cardinal warrants only to the original non-consumer customer (the "Customer") that for the applicable Limited Warranty Period set out below, the monolithic laminated glass products identified below which are produced by Cardinal and purchased by the Customer will not have defects in material or workmanship that cause delamination of the laminated glass resulting in materially obstructed vision through the laminated glass:

- a. for monolithic laminated glass incorporating Dupont's™ Sentry Glas® interlayer ("SG® Laminated Glass"), the limited warranty period is ten (10) years from the date of Cardinal's manufacture (the "Limited Warranty Period");
- b. for monolithic laminated glass incorporating either only a polyvinyl butyral interlayer ("PVB Laminated Glass") or a PVB interlayer and a polyethylene terephthalate

interlayer ("PET Laminated Glass") or an ethylene vinyl acetate interlayer ("EVA Laminated Glass"), the limited warranty period is five (5) years from the date of Cardinal's manufacture (the "Limited Warranty Period"); and

c. for monolithic laminated glass used in the ballistics market incorporating one or more composite interlayers comprised of Dupont's™ Sentry Glas® interlayer, a polyvinyl butyral interlayer and a polyethylene terephthalate interlayer (the "Ballistics Laminated Glass"), the limited warranty period is five (5) years from the date of Cardinal's manufacture (the "Limited Warranty Period").

The interlayer of PVB Laminated Glass, PET Laminated Glass, EVA Laminated Glass and Ballistics Laminated Glass that is persistently exposed to moisture at the edge can absorb moisture resulting in discoloration at the edge and perimeter of the product ("Edge Blush"). Cardinal does not warrant PVB Laminated Glass, PET Laminated Glass, EVA Laminated Glass or Ballistics Laminated Glass products against Edge Blush.

SOLE REMEDIES APPLICABLE TO LIMITED WARRANTIES OF MONOLITHIC LAMINATED GLASS PRODUCTS. If any breach of the preceding Limited Warranties respecting monolithic SG® Laminated Glass, PVB Laminated Glass, PET Laminated Glass, EVA Laminated Glass or Ballistics Laminated Glass (collectively, the "Monolithic Laminated Glass Product(s)") is reported to Cardinal before the end of the applicable Limited Warranty Period by the Customer, Cardinal, at its exclusive option, will upon confirmation of the existence of a defect covered by one of the Limited Warranties either:

a. Provide a replacement Monolithic Laminated Glass Product to the Customer in exchange for the defective Monolithic Laminated Glass Product or, Refund to the Customer Cardinal's original selling price for such defective Monolithic Laminated Glass Product. If Cardinal elects to supply a replacement Monolithic Laminated Glass Product, any Limited Warranty that would otherwise apply to such replacement Monolithic Laminated Glass Product will only extend for a Limited Warranty Period equal to the remaining balance of the original Limited Warranty Period for the defective Monolithic Laminated Glass Product. All replacement Monolithic Laminated Glass Products will be provided FOB Cardinal's nearest Laminated Glass plant.

LIMITED WARRANTY AND SOLE REMEDIES FOR INSULATING GLASS UNITS. Cardinal warrants only to the original non-consumer Customer for a period of twenty (20) years from the date of Cardinal's manufacture (the "Limited Warranty Period") that insulating glass units produced by Cardinal with XL Edge® or Endur® spacers and with or without glass that is laminated ("Insulating Glass Units") and purchased by the Customer will be free from material obstruction of vision as a result of fogging or film formation on the internal glass surfaces caused by failure of the seal which is due to defects in material or workmanship. Cardinal warrants only to the original non-consumer Customer for a period of twenty (20) years from the date of Cardinal's manufacture (the "Limited Warranty Period") that Insulating Glass Units produced by Cardinal with SG® Laminated Glass (also, "Insulating Glass Units") and purchased by the Customer will be free from defects in material or workmanship which cause delamination of the laminated glass. Cardinal warrants only to the original non-consumer Customer for a period of five (5) years from the date of Cardinal's manufacture (the "Limited Warranty Period") that

Insulating Glass Units produced by Cardinal with PVB Laminated Glass, PET Laminated Glass EVA Laminated Glass or Ballistics Laminated Glass (also, "Insulating Glass Units ") and purchased by the Customer will be free from defects in material or workmanship which cause delamination of the laminated glass. With respect to Insulating Glass Units in which capillary tubes were installed by Cardinal, the relevant warranty above shall be valid only if such Insulating Glass Units are (i) properly installed and (ii) in "high altitude" applications. Cardinal's requirements concerning installation of Insulating Glass Units with capillary tubes and its definitions of "high altitude(s)" can be obtained at www.cardinalcorp.com in Technical Services Bulletin #IG13 – 11/07 "Capillary Tubes & Breather Tubes" or by writing to Cardinal IG Company, 7201 West Lake Street, Minneapolis, MN 55426-4320.

Cardinal also warrants only to the original non-consumer Customer for a period of one (1) year from the date of sale to the Customer (the "Limited Warranty Period") that Insulating Glass Units meet the requirements of the Insulating Glass Certification Council ("IGCC") Class CBA, and ASTM E 2190 Standard Specification for Insulating Glass Unit Performance and Evaluation.

If any breach of any of the preceding Limited Warranties respecting Insulating Glass Units is reported to Cardinal before the end of the applicable Limited Warranty Period, Cardinal, at its exclusive option, will upon confirmation of the existence of a defect covered by the applicable Limited Warranty either:

- a. Provide a replacement Insulating Glass Unit and grant to the Customer a reglazing allowance equal to 50% of Cardinal's original selling price of such defective Insulating Glass Unit.
- b. Refund to the Customer 150% of Cardinal's original selling price for such defective Insulating Glass Unit.

DISCLAIMER OF IMPLIED & OTHER WARRANTIES. THE PRECEDING EXPRESS LIMITED WARRANTIES ARE THE EXCLUSIVE WARRANTIES MADE BY CARDINAL NOTWITHSTANDING ANY OTHER DOCUMENT OR PROVISION INCLUDING WITHOUT LIMITATION ANY SPECIFICATIONS AND CARDINAL MAKES NO OTHER WARRANTY OR REPRESENTATION OF ANY KIND WHATSOEVER, EXPRESS OR IMPLIED, WITH RESPECT TO THE PRODUCTS SOLD IN CONNECTION WITH THIS DOCUMENT, WHETHER (a) AS TO MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, SATISFACTORY QUALITY OR ANY OTHER MATTER; (b) ARISING FROM A COURSE OF DEALING, USAGE, OR TRADE PRACTICE; OR (c) THAT THE PRODUCTS WILL BE FREE FROM INFRINGEMENT OR VIOLATION OF ANY RIGHTS, INCLUDING INTELLECTUAL PROPERTY RIGHTS, OF THIRD PARTIES. CARDINAL DISCLAIMS ANY WARRANTY THAT PVB LAMINATED GLASS, PET LAMINATED GLASS, EVA LAMINATED GLASS OR BALLISTICS LAMINATED GLASS PRODUCTS WILL NOT SUFFER EDGE BLUSH. THESE DISCLAIMERS SHALL APPLY EVEN IF ONE OF THE PRECEDING LIMITED WARRANTIES FAILS OF ITS ESSENTIAL PURPOSE.

EXCLUSIVE REMEDIES. THE EXPRESS REMEDIES STATED IN THIS DOCUMENT WILL BE THE EXCLUSIVE REMEDIES AVAILABLE TO THE CUSTOMER

AGAINST CARDINAL FOR ANY DEFECTS IN THE PRODUCTS SOLD IN CONNECTION WITH THIS DOCUMENT OR FOR DAMAGES RESULTING FROM ANY CAUSE WHATSOEVER WITH RESPECT TO SUCH PRODUCTS, INCLUDING WITHOUT LIMITATION, CARDINAL'S NEGLIGENCE. The purpose of the express exclusive remedies is to provide the Customer with the replacement of, or to enable the Customer to return in exchange for cash consideration, products produced by Cardinal which are found to be defective under any one of the preceding Limited Warranties. These exclusive remedies will not be deemed to have failed of their essential purpose as long as Cardinal is willing and able to replace such defective products in the prescribed manner or willing to accept return of such defective products in exchange for the stated cash consideration. CARDINAL WILL NOT IN ANY EVENT BE LIABLE TO THE CUSTOMER FOR CONSEQUENTIAL OR INCIDENTAL DAMAGES OF ANY KIND, WHETHER FOR DEFECTIVE OR NONCONFORMING PRODUCTS, BREACH OR REPUDIATION OF ANY TERM OR CONDITION OF THIS DOCUMENT, NEGLIGENCE, OR ANY OTHER REASON. THESE EXCLUSIVE REMEDIES SHALL BE THE CUSTOMER'S EXCLUSIVE REMEDIES EVEN IF ONE OF THE PRECEDING LIMITED WARRANTIES FAILS OF ITS ESSENTIAL PURPOSE. FOR PURPOSES OF THIS SECTION, "CARDINAL" INCLUDES CARDINAL'S DIRECTORS, OFFICERS, EMPLOYEES, AGENTS, REPRESENTATIVES, SUBCONTRACTORS AND SUPPLIERS. IN NO EVENT SHALL THE TOTAL COLLECTIVE CUMULATIVE LIABILITY OF CARDINAL, ITS EMPLOYEES, OFFICERS, AGENTS, AND DIRECTORS EXCEED THE AMOUNT PAID TO CARDINAL BY THE CUSTOMER FOR THE PRODUCT FROM WHICH SUCH LIABILITY AROSE DURING THE TWELVE (12) MONTH PERIOD PRECEDING THE DATE OF THE MOST RECENT CLAIM BY THE CUSTOMER.

LIMITATIONS APPLICABLE TO ALL LIMITED WARRANTIES. The preceding Limited Warranties are given only to the Customer who is the first non-consumer purchaser of the relevant product, and are not given to any subsequent owners or any other user of such product or any other person or entity. The preceding Limited Warranties do not apply to alleged defects resulting from or related to: improper use or applications, persistent exposure to moisture in the sash, incompatible glazing materials, misuse, rough handling, job site/window cleaning scratching or other abuse, failure to adhere to applicable instructions, glass breakage, tampering, neglect or any reason not related to defects in material or workmanship of the relevant product. The preceding Limited Warranties respecting Heat Strengthened and Tempered Glass will also not apply to products that are subjected to additional fabrication (*e.g.* grinding, drilling, sandblasting, etc.) or exposed to temperatures in excess of 400° F for a sustained period of time. The preceding Limited Warranties respecting Laminated Glass Products will also not apply if there is incompatibility of the interlayer with other materials used in conjunction with the Laminated Glass Product or the Laminated Glass Product is exposed to corrosive materials, including but not limited to sulfur or chlorine. The preceding Limited Warranties respecting Insulating Glass Units will also not apply to Insulating Glass Units that are installed in structural glazing and sloped glazing applications unless Cardinal reviews in advance and approves in writing all of the glazing details and other relevant facts of the proposed application and the actual application conforms in all respects to the details and facts disclosed to Cardinal and the conditions of Cardinal's written approval. The preceding Limited Warranties respecting Insulating Glass Units will also not apply to Insulating Glass Units in which capillary tubes are installed by someone other than Cardinal unless Cardinal reviews in advance and approves in writing all of the installation and sealing details and other relevant facts about the proposed

capillary tubes and the actual installation, sealing and other relevant matters conform in all respects to the details and facts disclosed to Cardinal and the conditions of Cardinal's written approval.

TECHNICAL SERVICE BULLETINS. Cardinal operates one or more facilities that develop information and opinions about Products or other matters of potential interest to the Customer or the industries which use the Products and/or the Customer's products. Cardinal historically has published some of such information and opinions in Technical Service Bulletins or Bulletins ("TSBs") and periodically distributed them. Cardinal may in its discretion publish TSBs in any form, distribute or make such TSBs available in printed form or merely on Cardinal's web site. Cardinal may in its discretion stop preparing and/or publishing TSBs at any time without notice of any kind.

PRODUCT SUITABILITY. Annealed glass is not suitable for use in locations identified as "hazardous" in certain building codes and federal laws. The Customer has the responsibility to use safety glazing materials (e.g. tempered glass or laminated glass) in hazardous locations. The Customer is solely responsible for determining whether a product purchased from Cardinal is suitable for the Customer's needs or application. Although Cardinal may be asked to provide information or its opinion about its product(s) in a proposed application or make information or its opinions available from time to time, such as but without limitation in TSBs, Cardinal will not, by responding to requests for or otherwise providing information or opinions, assume any responsibility for the design or suitability of the Customer's product(s) in the proposed application, the Customer's methods, processes or products, to supplement any information or opinions provided or to make further information or opinions available. The Customer will at all times be responsible for determining the suitability of Cardinal's or Cardinal's affiliates' information, opinions, processes, products and services for use in the Customer's own applications and for identifying and performing to the Customer's satisfaction all quality control tests, analyses, forecasts, and other tests and examinations necessary to assure that the Customer's products and services will be safe, acceptable and suitable for use under end-use conditions.