

## TERMS AND CONDITIONS

TERMS OF PAYMENT	<p>Terms of payment are as indicated on Lockheed Window Corp. invoices and are F.O.B. shipping point unless otherwise noted.</p> <p>Terms of payment are C.O.D. by cash or certified check with a required 1/3 deposit per order. Upon a favorable review of Buyer's credit application, Lockheed Window Corp. will advise Buyer in writing of any change to credit status and/or terms of payment. Buyer's terms of payment are customarily adjusted to C.O.D. or Net 30 days from invoice date contingent upon a favorable credit application review.</p> <p>If Buyer has been advised that its terms of payment have been adjusted to C.O. D. or Net 30 days from invoice date, Buyer will be further advised of its credit limit. Buyer's account balance due and/or open order amount at any point must not exceed Buyer's credit limit and Buyer must not have any open amounts that exceed its terms of payment. On the occurrence of either of these events, Buyer's account is placed on "Credit Hold" until rectified. Buyer's orders will be entered into our system, but no order processing, manufacturing, or shipments will take place while Buyer's account is on "Credit Hold" status.</p> <p>In the event of Buyer's default of any obligation to Lockheed Window Corp., Lockheed Window Corp. may at its option cancel any or all orders in part or in whole that Buyer has placed with it, or delay shipments thereunder without liability for costs or expense arising out of such cancellation or delay.</p>
CONDITION OF SALE	<p>Any terms or conditions of sales specified on a Buyer's purchase order or purchase contract which are in conflict with, inconsistent with, or in addition to the terms and conditions of sale contained herein, shall not be binding upon Lockheed Window Corp. The foregoing terms and conditions may not be modified or waived other than in writing by an officer of Lockheed Window Corp.</p>
CHANGE IN PRICE	<p>All prices, terms, and conditions are subject to change without notice, and all orders will be invoiced at the prices in effect at the date of shipment. Lockheed Window Corp. makes every effort to inform Buyer of price, term, or condition changes when they occur.</p>
INVOICES	<p>Invoices are prepared and mailed from Pascoag, Rhode Island. Buyer should normally receive them within seven working days from date of delivery.</p>
TAXES	<p>Unit prices do not include any taxes. Taxes will be invoiced as a separate item. Buyer will be charged and liable for all applicable taxes, including sales tax, unless a valid exemption certificate is presented.</p>
CREDIT MEMOS	<p>Credit memos are handled much the same as invoices. Credits for returned goods are itemized the same as invoices.</p>
STATEMENTS	<p>An "Open Item" style of statement will be sent to Buyer at the end of each month if Buyer's account has a balance. "Open Item" means that the statement lists only those invoices, credit memos, and unapplied payments that remain open (unpaid or unused) at month end. The total of this itemized list is what Buyer owes, as of Lockheed Window Corp. close of business at the end of the month.</p> <p>Buyer's statement will then be a simple but accurate record of what Buyer owes. Payments are shown on the detailed statement. Payments made without reference to a specific invoice will be treated as "on account".</p>
PAYMENTS	<p>Payments should be sent to: Lockheed Window Corp., P.O. Box 166, Pascoag, RI 02859 Payments will not be credited to Buyer's account until received at the P.O. Box or at our office in Pascoag, Rhode Island.</p>
ESTIMATING	<p>Assistance by Lockheed Window Corp. employees in estimating required quantities and sizes of material and approximate cost thereof is available with the understanding that Lockheed Window Corp. shall not be liable for error in such estimates nor shall it be committed to a quotation nor a delivery date.</p>
ORDERING	<p>All orders subject to final acceptance by the Lockheed Window Corp. Customer Service and Credit Departments. No phone orders will be processed until written confirmation is received. All confirming orders must be clearly marked so stating that they are confirming orders and are not to be construed as original orders. Lockheed Window Corp. cannot accept responsibility for duplicate shipments created by failure of the Buyer to identify confirming orders as such.</p>
PRODUCT DEVELOPMENT	<p>Due to continuous product improvement, minor changes may be made without notice.</p>
SHORTAGES AND DAMAGES	<p>Claims for shortages and/or damages occurring on shipments made via Lockheed Window Corp. will be considered only if those shortages and/or damages are noted on shipper's manifest and signed at the time of the delivery by the Lockheed Window Corp. driver and the Buyer's authorized representative.</p>
RETURNS	<p>Lockheed Window Corp. will return or replace said merchandise on the next available truck scheduled for that area whenever possible.</p> <ol style="list-style-type: none"><li>1. Never return any merchandise to Lockheed Window Corp. without first receiving a return authorization. No merchandise can be returned to Lockheed Window Corp. without a return authorization by Lockheed Window Corp. and no credit will be issued.</li><li>2. In order to return merchandise because of defects or errors on the part of Lockheed Window Corp., a return authorization must first be obtained from Lockheed Window Corp. Customer Service Department. No allowances will be made without Lockheed Window Corp. inspection and consent, nor will Lockheed Window Corp. pay for labor, finishing or installation of replaced items.</li></ol>
CANCELLATIONS	<p>In the event that the Buyer cancels or changes an order in any part thereof, Buyer shall pay Lockheed Window Corp. as liquidated damages, Lockheed Window Corp.'s published price for products that are completed and an equitable price based upon the degree of processing of such products that are in process at the time of cancellation or change. All orders are processed on a first received first manufactured basis.</p>
DELIVERY DATES	<p>Lockheed Window Corp. will attempt to comply with all estimated delivery dates. However, all orders are accepted on the condition that Lockheed Window Corp. will have no liability for damages resulting from late delivery however caused and even though the order specifies or indicates the need for timely delivery.</p>
SIZES	<p>All sizes, unless otherwise noted, are shown as Width x Height. All widths and/or heights are rounded up to the next full inch when computing prices. United inches (U.I.) are calculated by rounding off both one (1) width dimension and one (1) height dimension up to the next full inch, and then adding the width and height dimension together to compute united inches (U.I.).</p>
ROUTING	<p>All deliveries will be made by Lockheed Window Corp.'s own trucks. All Lockheed deliveries are made strictly "tailgate", and it shall be the Buyer's exclusive responsibility to receive, sort, stack, etc. merchandise into their warehouse facility. In the event of common carrier shipments which are all F.O.B. Pascoag, Rhode Island, Lockheed Window Corp. assumes no liability whatsoever for delays, damages, or losses for material shipped via this means of transportation. Lockheed Window Corp. will provide any reasonable amount of assistance in requesting tracers or filing claims, but final settlement for losses and damages must be made between the Buyer and the carrier. In the event no carrier is specified by the Buyer, Lockheed Window Corp. will ship by whatever means is, in Lockheed Window Corp.'s judgment, the least expensive yet commensurate with the speed and type of handling required.</p>
FAIR LABOR STANDARDS ACT	<p>Lockheed Window Corp. certifies compliance with all applicable requirements of Sections 6, 7, and 12 of the Fair Labor Standards Act of 1938, and amendments thereof, and with all applicable regulations and orders issued under Section 14 thereof.</p>

