

General Terms and Conditions of Sale – United States

**All sales of goods and installed services by Guardian Building Products, Inc. and its subsidiaries (collectively, "Guardian") to customers located in the United States ("Customer") are subject to the following terms and conditions.**

1. Terms. Customer may submit orders to Guardian orally, electronically (via EDI) or in writing at prices quoted by Guardian. Guardian may accept or reject any order. A binding contract will arise only when Guardian confirms the customer's order or begins execution of the customer's order, as price quotations or other communications from Guardian do not constitute offers. Guardian reserves the right to discontinue the manufacture or sale of any product at any time. No terms contained in any purchase order or other document submitted by Customer will vary or amend the provisions of this form. No Guardian employee has authority to change the terms of this agreement without specific written authorization from a corporate officer addressed to Customer.

2. Delivery and Quantity. Information about delivery periods is indicative and non-binding unless a written confirmation from Guardian expressly states otherwise. Guardian will use its best efforts to meet such shipping dates, but Guardian shall not be liable for any direct or indirect costs or damages, including without limitation incidental or consequential damages, resulting from late deliveries. For deliveries by Guardian's trucks, Customer agrees to provide suitable roadways or approaches to points of delivery to the extent controlled by Customer. Partial deliveries are permitted.

3. Payment and Credit; Expenses. Customer will pay for all goods or services ordered on its behalf and received by Customer per the terms printed on the invoice or confirmation submitted by Guardian. Guardian may establish the credit terms for Customer, and may change those terms, create or change credit limits, or cease extending credit from time to time in its sole discretion. Customer will pay all costs for: special packing, shipping or other handling requested by Customer and agreed to by Guardian, extra charges of carriers for Customer delays in unloading trucks or containers and other special costs incurred by Guardian as a result of special actions or requests by Customer. Guardian's then-standard service charge will be applied to each returned check. Customer shall pay all invoices regardless of any dispute that may exist as to delivered or undelivered goods, subject to a credit to Customer's account in the event Customer's dispute is upheld.

4. Late Payments: Consequences and Cost of Enforcement. If the Customer fails to make a payment when due, this constitutes a fundamental breach of the contract and: (a) all amounts outstanding to all Guardian companies will become due immediately at Guardian's option; (b) Guardian has the right to cancel any pending orders; and (c) Customer will pay a finance charge on all amounts outstanding at a rate equal to the amount currently charged by the applicable Guardian company, not to exceed the lesser of 2% per month (24% per annum) or the highest rate permitted by applicable law, all without prejudice to any other rights Guardian may have, including any right to claim actual damages. Customer will pay all costs of collection of any amounts due to Guardian, including court costs, reasonable fees and charges of attorneys and their firms (or in-house counsel) and other expenses.

5. Risk of Loss. The rights and obligations of Guardian and Customer respectively with respect to shipment and delivery, risk of loss or damage and insurance (collectively, "Delivery Terms") shall be determined by reference to Incoterms 2000. In the event that: (a) Products are picked up by Customer at Guardian's warehouse, Delivery Terms shall be Ex Works Guardian's Warehouse; (b) Products are shipped by Guardian to Customer by Guardian's own trucks, Delivery Terms shall be Delivered Duty Paid Customer's Address or Delivery Duty Paid Address Directed By Customer, as applicable; (c) Products are shipped by Guardian to Customer by commercial carrier, whether selected by Guardian or Customer, Delivery Terms shall be Free Carrier Guardian's Warehouse; and (d) Products are drop shipped by Guardian's supplier to Customer, Delivery Terms shall be Free Carrier Supplier's Address.

6. Limits on Warranties and Damages. Guardian warrants that the goods will be as described on the written order confirmation (or, if there is no written order confirmation, on the invoice). Guardian hereby assigns to Customer any assignable or transferable manufacturers' warranties provided by the manufacturer of goods sold but not manufactured by Guardian, if any. Guardian does not give any other warranty with respect to goods manufactured by others. The warranties if any, applicable to products manufactured by Guardian, or with respect to Guardian's craftsmanship in the event any goods are installed by Guardian, are on printed forms available to the Customer. **THERE ARE NO OTHER WARRANTIES, EXPRESS OR IMPLIED; THERE ARE NO WARRANTIES OF FITNESS FOR ANY PARTICULAR PURPOSE AND NO WARRANTIES OF MERCHANTABILITY.** Guardian shall have no liability for defects, whether hidden or apparent, in products manufactured by others. For goods manufactured by Guardian, Guardian shall have no liability for defects, whether hidden or apparent, resulting from the improper use, installation, processing or treatment of the goods by parties other than Guardian. The Customer shall be liable for any loss resulting from any failure to apply all professional standards, customary instructions and written instructions from Guardian or the manufacturer, if any, in relation to any goods or services. Guardian will not be liable for damage caused to third parties, or for incidental, consequential or indirect loss. Guardian's sole liability for goods under warranty or contract, or on any other basis, is limited to either replacement of the product or a refund of the purchase price at Guardian's sole option; Guardian will not be liable for labor costs (unless installed by Guardian and then subject to Guardian's warranty) under any circumstances. Nothing in this paragraph excludes or restricts liability for death or personal injury to the extent proximately caused by Guardian's negligence.

7. Deadlines for Inspection, Claims and Returns. Customer will promptly check each delivery, and will notify Guardian of, and will note in writing on the bill of lading any discrepancies between the delivery and the bill of lading, and will sign the note and have the driver sign the note, before the driver leaves Customer's premises (or the Customer otherwise takes possession of the goods); otherwise Guardian will not give credit for any discrepancies. Customer will inspect all goods purchased and notify Guardian of any claimed defect or non-conformity by the end of the fifth business day after the day of delivery, and in any event before the Customer sells or uses the goods. In the absence of such notice, Customer shall be deemed to have accepted the products as delivered, and Guardian shall have no liability whatsoever. Customer will retain goods damaged in transit and defective goods for inspection by Guardian for two weeks after notifying Guardian of the damage or defect, or longer if so requested by Guardian, and will return such goods to Guardian at Guardian's request and expense. Guardian will have no liability whatsoever for any defect or non-conformity for which it is not notified, or if the relevant goods are not made available for inspection, in the manner required by this paragraph. Products may not be returned without the prior approval of an authorized Guardian representative, and subject to Guardian's return policies, including handling charges.

8. Waivers and Unforeseen Events (Force Majeure). A waiver by either party of a default will not be considered a continuing waiver, but applies only to the specific provision and specific occurrence identified in the waiver. Guardian will not be responsible for delays or other failures to perform caused by terrorism, riots, wars, strikes or other labor trouble, fire, flood or other casualty, natural disasters or acts of God, shortage of materials or other causes beyond Guardian's control. All goods are sold subject to availability. If by

reason of any such event or cause, Guardian may allocate its available supply of any such products among its existing or prospective purchasers and/or its own departments, divisions and subsidiaries in such manner as Guardian reasonably deems proper, without thereby incurring liability for failure to perform this contract.

9. Governing Law and Litigation. This validity, construction and performance of any contract for the sale of goods between Guardian and Customer, and the business relationship between Guardian and Customer are governed by South Carolina law. GUARDIAN AND THE CUSTOMER VOLUNTARILY AND INTENTIONALLY WAIVE ANY RIGHT EITHER OF THEM MAY HAVE TO A TRIAL BY JURY IN ANY LITIGATION BASED UPON OR ARISING OUT OF THIS APPLICATION AND EACH CONTRACT TO WHICH THESE TERMS AND CONDITIONS APPLY.

10. Indemnification. Customer shall indemnify, defend and hold Guardian harmless from all claims, damages and expenses (including attorneys' fees) arising out of Customer's (a) breach, (b) possession, use, handling, storage, sale, processing or any disposition of the goods, and (c) errors, omissions, negligence or other wrongful conduct of Customer and its customers, users, agents or subcontractors. In any matter to which this paragraph applies, Guardian shall have the right to select and retain counsel of its own choosing, all at Customer's expense, and to participate in the defense.

11. Bankruptcy/Change of Ownership. If the Customer (i) becomes insolvent, (ii) undergoes a change in ownership, (iii) files or has filed against it a bankruptcy proceeding, (iv) has a receiver appointed over it or all or any of its assets, or (v) takes any other action that Guardian determines in its sole discretion adversely impacts the conditions under which credit was extended, then Guardian will have the right to terminate all orders and contracts by notifying the Customer to that effect, without prejudice to Guardian's right to payment of the price of goods that are shipped and any damages Guardian might suffer.

12. Miscellaneous. Customer will pay all sales, use, excise and other taxes, and tariffs and duties, due with respect to sales by Guardian. Customer may not assign any order or contract without Guardian's written consent. If any term or condition is held by a court of competent jurisdiction to be unenforceable, the remaining terms and conditions shall remain in full force and effect.