

TERMS & CONDITIONS OF SALE

All orders are accepted and all sales are made in accordance with the following terms and conditions.

PRICING

This price list supersedes all previous price lists. ALL ORDERS ACCEPTED BY Universal Building Products, Inc. ARE SUBJECT TO PRICES IN EFFECT AT THE TIME OF SHIPMENT. All orders are subject to approval of Purchaser's credit and final acceptance in Chicago, Illinois.

TERMS OF PAYMENT

All shipments are made on NET 30 DAYS. Universal reserves the right to require payment in full before shipment, or in the case of products made to special order, before the manufacture thereof. Each shipment shall be deemed a separate and independent transaction and payment shall be made accordingly. PAST DUE ACCOUNTS ARE SUBJECT TO A 1-1/2% PER MONTH SERVICE CHARGE OR THE MAXIMUM ALLOWABLE LEGAL NOTE, WHICHEVER IS LOWER.

FREIGHT TERMS

All prices are F.O.B. Factory or Distribution Service Center. Risk of loss passes to Purchaser upon delivery of products to an agent of Purchaser or common carrier. U.P.S. Shipment - \$5.00 shipping and handling charge per package. \$10.00 will be charged per package for each hazardous air shipment. Universal will allow drops to multiple locations. Drop charges and out of line miles will apply.

SHORTAGE AND DAMAGED GOODS

Shortages or errors in billings must be reported in writing to Universal within five (5) days from receipt of shipment to secure adjustment. If shipments are received in a damaged condition or short in number of packages, the customer must have the carrier note this fact on delivery receipt or paid freight bill. Claims for loss and damage in transit with the transportation company is the responsibility of the customer.

TAXES

Any sales, use or similar tax or charge now made by Federal, State or Municipal Authority, applicable to the sale or use of products shall be added to the price and shall be paid by the customer.

NON-STANDARD (NS) ITEMS AND SPECIAL COLORS

Special colors, non-standard packaging or variations other than those listed on our price guide will be considered non-standard. Contact Customer Service. All non-standard items must be ordered in minimum batch sizes where applicable. Every effort to ship the exact amount will be made, but Universal reserves the right to ship plus or minus 10% of the order. Non-standard produced materials cannot be returned for credit. All non-standard orders will be confirmed by written agreement prior to manufacture. All special (non-standard) colors not previously matched must be approved in writing by the customer prior to manufacturing.

RETURN POLICY

Universal will not accept the return of merchandise without prior written authorization. All returns must be freight prepaid. A return charge will be issued based on the billing price, less restocking, handling and other expenses incurred by Universal. Credit will be issued only on such goods that are received in original sealed containers, undamaged, in good condition and resalable. Credit will be issued in the following amounts:

- Up to 30 days from the date of purchase - full credit minus 25% restocking charge
- 30 - 90 days from date of purchase - full credit minus 40% restocking charge
- No returns will be accepted after 90 days from date of purchase.

SHELF LIFE

All products, except where otherwise indicated, have a shelf life of one year when properly stored.

INDEMNIFICATION

Customer hereby agrees to indemnify Universal for any costs, including attorney's fees, incurred by Universal as a result, in whole or in part, of any violation by Customer of any Federal, State or Local statute or regulation, or of any nationally accepted standard. It shall be Customer's sole responsibility to comply with all applicable laws and regulations regarding the handling, use transportation, or disposal of products upon taking possession of same.

CONSENT TO JURISDICTION All transactions made pursuant hereto shall be deemed to have been made and entered into in the State of Illinois. Any and all disputes arising directly or indirectly from such transactions shall be resolved in the courts of the State of Illinois, to the exclusion of any other court, and any resulting judgment may be enforced by any court having jurisdiction of such an action. All transactions shall be governed by and construed in accordance with the laws of the State of Illinois.

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FREIGHT CARRIERS

Please specify freight companies for your orders. Universal cannot be responsible for freight rates, billing errors, damage claims, freezability or shipping schedules of any freight company.

CONTAINER CHARGES

Cost on standard Universal packaging is included in the Master Distributor Price List. All pallets are triple wrapped.

COMPLETE AGREEMENT

The complete agreement between Universal and Purchaser is contained herein and no additional or different term or condition stated by Purchaser will be binding unless agreed to by Universal in writing. The failure of Universal to insist upon strict performance of any terms or conditions stated herein will not be considered a continuing waiver of any such term or condition or any of its rights, nor will it imply a course of performance between the parties.

FREEZING

Products marked with a (F) are freezable and should be stored at temperatures above 32°F. During the winter season, some products may freeze in route. Universal cannot be responsible for damage caused by temperature during transportation.

REMEDY

All claims must be made within twelve (12) months from the date of delivery to the original user. Upon satisfactory proof of claim by Purchaser, Universal will, within a reasonable time, make the necessary repairs or replacements, or where foregoing are deemed by Universal to be commercially impractical, refund the purchase price upon return of the products. Repair or replacement provided under this remedy will be supplied by Universal free of charge, F.O.B. shipping point, freight prepaid and allowed at the lowest available commercial rate. Except for the following, Universal will not pay any incidental or consequential costs involved in repair or replacement such as field labor and equipment costs. Replacement or returns for credit will not be allowed unless authorized by Universal in writing.

PATENTS

Universal will defend and hold harmless Purchaser of the products identified herein against charges of infringement of claims of United States patents issued at the time of acceptance of the order by Universal, provided such charges are based exclusively on alleged infringement by products designed and manufactured by Universal. Before this responsibility shall arise, Universal must be notified in writing and tendered the right to defend, settle or make changes for the purpose of avoiding infringement. Under no circumstances will Universal's total liability to Purchaser for damages incurred as a result of any patent infringement exceed that which is agreed to in the remedy clause stated herein.

WARRANTY

Universal Building Products, Inc. warrants, for 12 months from the date of manufacture or for the duration of the published product shelf life, whichever is less, that at the time of shipment by Universal, the product is free of manufacturing defects and conforms to Universal published specifications in force on the date of acceptance by Universal of the order. Universal shall be liable under this warranty if the material has been applied, used, and stored in accordance with Universal instructions in the technical data sheet. The purchaser must examine the product when received and promptly notify Universal in writing of any non-conformity before the product is used, or no later than 30 days after such non-conformity is first discovered. If Universal, in its sole discretion, determines that the product breached the above warranty, it will, in its sole discretion, replace the non-conforming product, refund the purchase price or issue a credit in the amount of the purchase price. This is the sole and exclusive remedy for breach of this warranty. Only a Universal officer is authorized to modify this warranty. The sales information on the Universal website and received by the customer during the sales process does not supersede this warranty and the specifications of the product in force on the date of sale.

THE FOREGOING WARRANTY SHALL BE EXCLUSIVE AND IN LIEU OF ANY OTHER WARRANTY, EXPRESS OR IMPLIED, INCLUDING WARRANTIES OF MERCHANT ABILITY AND FITNESS FOR A PARTICULAR PURPOSE AND ALL OTHER WARRANTIES OTHERWISE ARISING BY OPERATION OF LAW, COURSE OF DEALING CUSTOM, TRADE OR OTHERWISE.

LIMITED WARRANTY

Universal Building Products, Inc. (hereafter known as Supplier) warrants that the Supplier of concrete accessory products sold to Purchaser will be free from defects in materials and workmanship for a period of six (6) months from the date of delivery, and the Supplier will repair, or in its sole discretion, replace, any Product or part thereof found to be defective at the time of delivery if such Product or part is returned (at Purchaser's expense and risk) and received by the Supplier within ten (10) days after the applicable warranty period. Descriptions, representations and other information concerning the Supplier contained in the Supplier's catalogs, advertisements or other promotional materials or statements or representations made by the Supplier's sales agents or representatives shall not be binding upon the Supplier and shall not be part of this limited warranty unless expressly identified in writing as PRODUCT SPECIFICATIONS.

This limited warranty does not cover normal maintenance, or items consumed during installation or normal operations, normal wear and tear, use under circumstances exceeding specifications, use for purposes other than the use for which the Products were intended, abuse, unauthorized repair or alteration, improper installation, failure to follow the Supplier's printed instructions, guidelines and recommendations for installation and use, lack of proper maintenance or damage caused by natural causes such as fire, storm, or flood. Purchaser shall determine the suitability of the Product for his intended use and Purchaser assumes all liabilities and risks whatsoever in connection therewith.

This limited warranty is Purchaser's exclusive remedy. It shall not be deemed to have failed of its essential purpose so long as the Supplier is willing and able to repair or replace defective products or parts thereof in the manner specified. No allowance will be made or repairs made by Purchaser.

Except as herein provided, the Supplier shall not be liable to Purchaser in any manner with respect to the Products. In no event shall the Supplier liability to Purchaser ever exceed the purchase price of the allegedly defective Product. Except as herein provided, the Supplier shall not be liable for transportation, labor or other charges for adjustments, repairs, replacements of parts, installation, or other work, which may be done upon or in connection with the Products sold.

THE SUPPLIER SHALL NOT IN ANY EVENT BE LIABLE FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES OF ANY NATURE WHATSOEVER, INCLUDING LOST PROFITS, whether arising from any defect in the Products, any use of the Products, from Purchaser's inability to use the Products, or otherwise. This limited warranty applies to only products made by the Supplier.

NO OTHER EXPRESS AND NO IMPLIED WARRANTIES OF ANY TYPE, WHETHER FOR MERCHANTABILITY, FITNESS FOR A PARTICULAR USE, OR OTHERWISE, OTHER THAN THOSE EXPRESSLY SET FORTH ABOVE (WHICH ARE MADE EXPRESSLY IN LIEU OF ALL OTHER WARRANTIES) SHALL APPLY TO THE PRODUCTS.