

**1. Acceptance Agreement.** "Purchaser" shall refer to Metro Door, LLC and "Seller" shall refer to the entity on the purchase order providing goods or services to Metro Door, LLC. Seller's commencement of work on the goods or services subject to this purchase order, shipment of such goods, or performance of such service, whichever occurs first, shall be deemed an effective mode of acceptance of the purchase order. Any acceptance of a purchase order is limited to acceptance of the express terms contained on the face and back thereof whether transmitted in print or electronically. Additional or difference terms on any invoice, order confirmation or other document or correspondence, or any attempt by Seller to vary in any degree any of the terms of this purchase order shall be deemed material and are objected to and rejected. This purchase order shall not operator as a rejection of the Seller's offer unless it contains variations in the terms of the description, quantity, price or delivery schedule of the goods, or unless Purchaser so notifies Seller after receipt of a purchase order containing such difference or additional terms.

**2. Termination for Convenience of Purchaser.** Purchaser reserves the right to terminate this order or any part hereof for its sole convenience. In the event of such termination, Seller shall immediately stop all work hereunder and shall immediately cease any of its suppliers or subcontractors to cease such work. Seller shall be paid a reasonable termination charge mutually agreed upon by both parties. Seller shall not be paid for any work done after receipt of the notice of termination nor for any costs incurred by Seller's suppliers or subcontractors which Seller could reasonably have avoided.

**3. Termination for Cause.** Purchaser may also terminate this order or any part hereof for cause in the event of any default by the Seller, or if the Seller fails to comply with any of the terms and conditions of this purchase order. Late deliveries, deliveries of products which are defective, or which do not conform to this order, and failure to provide Purchaser, upon request of reasonable assurances of future performance, shall all the causes allowing Purchaser to terminate this order for cause in the event of termination for cause. Purchaser shall not be liable to Seller for any amount, and Seller shall be liable to Purchaser for any and all damages sustained by reason of the default which gave rise to the termination.

**4. Proprietary Information --- Confidentiality --- Advertising.** Seller shall consider all information furnished by Purchaser to be confidential and shall not disclose any such information to any other person or use such information itself for any purpose other than performing this contract, unless Seller obtains written permission from Purchaser to do so. This paragraph shall also apply to drawings, specifications, or other documents prepared by Seller for Purchaser in connection with this order. Seller shall not advertise or publish the fact that Purchaser has contracted to purchase goods from Seller, nor shall any information related to the order be disclosed without Purchaser's written permission. Unless otherwise agreed in writing, no commercial, financial or technical information disclosed in any manner or at any time by Seller to Purchaser shall be deemed secret or confidential and Seller shall have no rights against Purchaser with respect thereto except such rights as may exist under patent laws. The nondisclosure covenant in this Section 4 has no geographic, territorial or time limitation and survives the termination or expiration of this Purchase Order.

**5. Warranty.** Seller expressly warrants that all goods or services furnished under this agreement shall conform to all specifications and appropriate standards, will be new and will be free from defects in material or workmanship. Seller warrants that all such goods or services will conform to any statements made on the containers or labels or advertisements for such goods or services, and that any goods will be adequately contained, packaged, marked and labeled. Seller warrants that all goods or services furnished hereunder will be merchantable and will be safe and appropriate for the purpose for which goods or services of that kind are normally used. The manufacture, sale and performance of the products and performance of this purchase order (i) do not violate any United States or foreign federal, state, provincial, municipal or other statute, law, regulation or ordinance, and (ii) will not infringe any patent, trademark, trade name, trade secret or other intellectual property rights of any person or entity. If Seller knows or has reason to know the particular purpose for which the Purchaser intends to use the goods or services, Seller warrants that such goods or services will be fit for such particular purpose. Seller warrants goods or services furnished will conform in all respects to samples and any inspection, test, acceptance or use of the goods or services furnished hereunder shall not affect the Seller's obligation under this warranty, and such warranties shall survive inspection, test, acceptance and use. Seller's warranty shall run to Purchaser's successors, assigns, and customers, and users of products, sold by Purchaser. Seller agrees to replace or correct defects of any goods or services not conforming to the foregoing warranty promptly without expense to Purchaser when notified of such nonconformity by Purchaser, provided the Purchaser elects to provide Seller with opportunity to do so. In the event of failure of Seller to correct defects in or replace nonconforming goods or services promptly, Purchaser after reasonable notice to Seller, may make such corrections, or replace such goods and services and charge Seller for the cost incurred by Purchaser in doing so. These warranties are cumulative and in addition to any warranties available at law.

**6. Price Warranty.** Seller warrants that the prices charged for the goods or services delivered under this Agreement are the lowest prices charged by Seller to any of its external customers for similar goods or services, if Seller charges any external customer a lower price for a similar volume of similar goods or services; Seller must notify Purchaser and apply that price to all goods or services ordered under this Agreement. If at any time prior to full performance of this Agreement Purchaser notifies Seller in writing that Purchaser has received a written offer from another supplier for goods or services similar to those to be provided under this Agreement at a price lower than the price set forth in this Agreement. Seller is obligated to immediately meet the lower price for any undelivered goods or services. If Seller fails to meet the lower price, Purchaser at its option, may terminate the balance of the goods or services to be delivered under this Agreement without liability.

**7. Force Majeure.** Purchaser may delay delivery or acceptance occasioned by causes, beyond its control. Seller shall hold such goods at the direction of the Purchaser and shall deliver them when the cause affecting the delay has been removed. Purchaser shall be responsible only for Seller's direct additional cost in holding the goods or delaying performance of this agreement at Purchaser's request. Cause beyond Purchaser's control shall include government action or failure of the government to act where such action is required, strike or other labor trouble, fire, unusually severe weather, natural calamities or events that cannot be foreseen, avoided or overcome.

**8. Intellectual Property.** Seller agrees upon receipt of notification to promptly assume full responsibility for defense of any suit or proceeding which may be brought against Purchaser or its agents, customers or other vendors for alleged patent infringement, as well as for any alleged unfair competition resulting from similarity in design, trademark or appearance of goods or services furnished hereunder, and Seller further agrees to indemnify Purchaser, its agents and customers against any all expenses, losses, royalties, profits and damages including court costs and attorney's fees resulting from any such suit or proceeding, including any settlement Purchaser may be represented by and actively participate through its own counsel in any such suit or proceeding if it so desires, and the costs of such representation shall be paid by Seller.

**9. Insurance.** In the event that Seller's obligations hereunder require or contemplate performance of services by Seller's employees, or persons under contract to Seller to be done on Purchaser's property or property of Purchaser's customers. Seller agrees that all such work shall be done as an independent contractor and that the persons doing such work shall not be considered employees of the Purchaser. Seller shall maintain all necessary insurance coverage, including without limitation, general liability coverage in amounts satisfactory to Purchaser and Workman's Compensation insurance meeting statutory requirements. Seller shall indemnify and save harmless and defend Purchaser from any and all claims or liabilities arising out of the services performed by Seller. Seller shall maintain and require its subcontractors to maintain general liability and property damage insurance including contractual liability (both general and vehicle) in amounts satisfactory to Purchaser, to cover the obligations set forth above, and worker's compensation and employer's liability insurance covering all employees engaged in the performance of this order for claims arising under any applicable Worker's Compensation and Occupational Disease Acts. Seller shall furnish certificates evidencing such insurance which expressly provide that expiration, termination or modification shall take place without thirty (30) days written notice to Purchaser.

**10. Indemnification.** To the extent that Seller's agents, employees or subcontractors enter upon premises occupied by or under the control of Purchaser, or any of its customers, or suppliers, in the course of the performance of this order, Seller shall take all necessary precautions to prevent the occurrence of any injury (including death) to any persons, or of any damage to any property, arising out of acts or omissions of such agents, employees or subcontractors, and except to the extent that any such injury or damage is due solely and directly to Purchaser's negligence, Seller shall indemnify, defend and hold Purchaser, its officers, directors, employees, representatives, and agents, harmless from any and all costs, losses, expense, damages, claims, suits, or any liability whatsoever including attorney's fees, arising out of any act or omission of Seller, its agents, employees or subcontractors.

**11. Changes.** Purchaser may at any time, by a written order and without notice to the sureties, make changes within the general scope of this order, in any one or more of the following: (i) drawings, designs, specifications, where the supplies to be furnished are to be specially manufactured for Purchaser in accordance therewith; (ii) method of shipment or packing; (iii) place of delivery, and (iv) the period performance of work, and Seller shall comply therewith. If any such change causes an increase or decrease in the cost of, or the time required for the performance of any part of the work under this order, an equitable adjustment shall be made in the order price, or delivery schedule, or other, and the order shall be modified in writing accordingly. Any claim by Seller for adjustment under this clause must be asserted within ten (10) days from the date of receipt by Seller of the notification of change, provided, however, that Purchaser, if it is decided that the facts justify such action, may receive and act upon any such claim asserted at any time prior to final payment under this order. Where the cost of property made obsolete or excess as a result of a change is included in Seller's claim for adjustment. Purchaser shall have the right to prescribe the manner of disposition of such property. Failure to agree on any claim for equitable adjustment under this claim shall be disputed and Seller may thereupon pursue any remedy which it may have in any court of competent jurisdiction. Pending the resolution of any such dispute, Seller shall diligently pursue the performance of the order as changed.

**12. Inspection/Testing.** Payment for the goods delivered hereunder, shall not constitute acceptance thereof. Purchaser shall have the right to inspect such goods and to reject any or all of said goods which are in the Purchaser's judgment defective or nonconforming. Goods rejected and goods supplied in excess of quantities call for herein may be returned to Seller at Seller's expense and, in addition, to Purchaser's other rights. Purchaser may charge Seller all expenses or unpacking, examining, repacking, and reshipping such goods. In the event Purchaser receives goods whose defects or nonconformity is not apparent on examination, Purchaser reserves the right to require replacement, as well as payment of damages. Nothing contained in this purchase order shall relieve in any way the Seller from the obligation of testing, inspecting, and quality control.

**13. Entire Agreement.** This purchase order and any documents referred to on the face hereof, constitutes the entire agreement between the parties.

**14. Assignments and Subcontractors.** No part of this order may be assigned or subcontracted by Seller without the prior written approval of the Purchaser.

**15. Payment Setoff.** Unless otherwise specified on the face of this purchase order, payment for products and services shall be due and payable of the 25th of month following the month in which Purchaser receives products and services and a valid invoice from Seller for such products and services. All prices quotes are United States dollars. All claims for money due or to become due from Purchaser shall be subject to deduction or setoff by the Purchaser by reason of any counterclaims arising out of this or any other transaction with Seller.

**16. Shipment.** All orders shall be shipped as follows: (i) in accordance with any shipping instructions on the purchase order or presented via Metro Door, LLC, (ii) in accordance with any contractual requirements; (iii) in the absence of shipping instructions Seller is responsible for shipment to final destination/consignee.

**17. Waiver.** Purchaser's failure to insist on performance of any of the terms or conditions herein or to exercise any right or privilege or Purchaser's waiver of any breach hereunder shall not thereafter waive any other terms, conditions, or privileges, whether of the same or similar type.

**18. Delivery.** Deliveries are to be made both in quantities and at times specified on the purchase order. **TIME IS OF THE ESSENCE FOR THIS PURCHASE ORDER.** If Seller's deliveries fail to meet such schedule. Purchaser without limiting its other rights or remedies, may direct expedited routing and any excess cost incurred thereby shall be debited to the Seller's account. Purchaser may cancel all or part of this order in the event Seller fails to deliver goods as scheduled herein. Purchaser shall not be liable for Seller's commitments or production arrangements in excess of the amount or in advance of the time necessary to meet Purchaser's delivery schedule. Goods which are delivered in advance of schedule may, at Purchaser's option, either (i) be returned at Seller's expense for proper delivery; (ii) have payment therefor withheld by Purchaser until the date that goods are actually scheduled for delivery, or (iii) place goods in storage at Seller's expense until delivery date specified herein.

**19. Limitation on Purchaser's Liability-Statute of Limitations.** In no event shall Purchaser be liable for any consequential damage, anticipated profits, or for incidental, special, or punitive damages. Purchaser's liability on any claim of any kind for loss or damage arising out of or in connection with resulting from these terms or any purchase order or from the performance or breach thereof shall in no case exceed the price allocable to the goods or services of unit thereof which gives rise to the claim. Purchaser shall not be liable for penalties of any description. Any action resulting from any breach on the part of the Purchaser as to the goods or services delivered hereunder must be commenced within one year after the cause of action has accrued.

**20. Compliance with Laws.** Seller shall, in the performance of work or services under this order, fully comply will all applicable Federal, State, Foreign, Provincial, Municipal or Local Laws, Rules, Regulations or Ordinances and shall hold Purchaser harmless from any liability resulting from failure of such compliance.

**21. Insolvency.** Purchaser may immediately terminate any work Seller is doing pursuant to the purchase order in the event of the happening of the following or any comparable event: (a) insolvency of purchase order; (b) the filing of a voluntary petition in bankruptcy by Seller; (c) the filing of an involuntary petition in bankruptcy against Seller provided such petition is not vacated within fifteen (15) days; (d) appointment of a receiver or trustee for Seller or (e) execution of an assignment for the behalf of Seller's creditors.

**22. Severability.** If any provision of this purchase order is determined by competent authority to be prohibited or unenforceable such provision shall be ineffective only to the extent of such prohibition or invalidity and unenforceable only in the jurisdiction of such authority without invalidating the remainder thereof or any of the remaining provisions of this purchase order.

**23. Amendments.** This purchase order may not be modified or amended orally or by any course of conduct or usage of trade pursued by either or both parties hereto. This purchase order may be modified or amended only by a writing duly exercised by both parties.

**24. Governing Law/Venue.** This purchase order shall be governed by, interpreted and enforced in accordance with the laws of the State of Texas, without reference to conflict of laws principles, and the United Nations Convention for the International Sale of Goods shall not apply to this purchase order. The exclusive venue for any claim, dispute or litigation arising, directly or indirectly, from this purchase order shall be the federal courts located in San Antonio, Texas and both parties irrevocably and unconditionally consent to the exclusive jurisdiction.

**25. Notices.** Any notice given pursuant to this purchase order shall be in writing and sent by certified mail postage prepaid, return receipt requested, in the appropriate party at the address set forth at the beginning of this purchase order or at such other address as such party in writing to the other party. Any such notice shall be effective upon the receipt thereof.

**26. EEOC Statement.** Metro Door, LLC is an equal opportunity employer and federal contractor or subcontractor. Consequently, the parties agree that, as applicable, they will abide by the requirements of 41 CFR 60-300.5(a) and 41CFR 60-741.5(a) and that these laws are incorporated herein by reference. These regulations prohibit discrimination against qualified individuals based on their status as protected veterans or individuals with disabilities and prohibit discrimination against all individuals based on their race, color, religion, sex, or national origin. These regulations require that covered prime contractors and subcontractors take affirmative action to employ and advance in employment individuals without regard to race, color, religion, sex, national origin, protected veteran status or disability. The parties also agree that, as applicable, they will abide by the requirements of Executive Order 13496 (29CFR Part 471, Appendix A to Subpart A), relating to the notice of employee rights under federal labor laws.

**27. Future Business.** Purchaser is only obligated to purchase products from Seller unless a specific order. Purchaser has no obligation to place future orders with Seller and is not obligated to continue to do business with Seller by oral agreement course of dealing concepts of contracts or indefinite duration and business expectancy or otherwise.

**28. Use of Purchaser's Name.** Notwithstanding anything to the contrary in this purchase order hereunder, Seller shall acquire no right to use, and shall not use, the name of Purchaser or any affiliate, or any fanciful characters or designs of Purchaser or any affiliate, (a) in any advertising, promotion or publicity, (b) to express or imply any endorsement of Seller's goods; or (c) for any other purpose or in any manner, except only as necessary for Seller to properly perform under the purchase order. The provisions of this paragraph shall survive the expiration or early termination of this purchase order indefinitely.

**29. Publicity.** No advertising, sales promotion, press release and other publicity related to this purchase order or the services performed hereunder wherein Purchaser's name or mark is mentioned or language from which the connection of said name or mark therewith may be inferred or implied, shall be issued by Seller, its agent, consultants or representative without the prior written approval of Purchaser. Any inquiry which Seller may receive from news media concerning this purchase order will be referred to Purchaser's communications department for coordination prior to response.

**30. Conflict Minerals.** In compliance with Dodd-Frank Act Section 1502 and rules promulgated by the Securities and Exchange Commission relative to "Conflict Minerals" (currently columbite-tantalite (coltan), cassiterite, wolframite, and gold, to include derivatives (tantalum, tin, and tungsten, which are known as the "3Ts") and which are used to finance conflict in the Democratic Republic of Congo or adjoining countries); Seller agrees to: 1.) disclose if any Conflict Minerals are necessary to the functionality or production of the product(s) delivered to Metro Door, LLC under this contract or any order 2.) identify whether such Conflict Minerals originated in the "Covered Countries" (as defined by law) or came from recycled or scrap sources or 3.) identify whether such Conflict Minerals originated in the Democratic Republic of Congo or adjoining countries. Seller will include in the disclosure a description of the measures it took to exercise due diligence on the Conflict Minerals' source and chain of custody.