

TERMS AND CONDITIONS

The Terms and Conditions are an integral part of a Purchase Order, which is a legally-binding agreement, between Millennium Tiles, LLC, and the purchaser (and the purchaser's principal(s) and agent(s) if any) of the roofing system, tiles and accessories identified on the face of this Purchase Order.

DEFINITIONS. The purchaser and the purchaser's principal(s) and agent(s) are referred to herein collectively as "**You**" or "**Your**". Millennium Tiles LLC is referred to herein as "**We**" or "**Us**" or "**Millennium Tiles**". The roofing tiles purchased under this Purchase Order are referred to herein as the "**Tiles**". The Tiles and assembly accessories purchased under this Purchase Order are referred to herein as the "**Roofing System**".

YOUR ACCEPTANCE OF THE ROOFING SYSTEM. You acknowledge and agree to all of the following:

1. That prior to signing this Purchase Order, We provided You with samples of the Roofing System which You are purchasing from Us;
2. That You understand that because of the method of manufacturing the Roofing System, there may be variance in color and appearance among Tiles and other components of the Roofing System including among the samples You reviewed and the Tiles You receive as part of Your purchase; that We explained to You and You understand that because of the method of manufacturing the Roofing System, the colors and appearance of the Roofing System will likely look different depending on the position and angle from where a person is looking at the Roofing System and depending on the available ambient or focused light; and You understand that the Tiles may be scratched during installation which is not harmful to their corrosion resistance and that surface rust can occur from "free iron" from tools used in installation. We recommend the use of non ferrous tools to prevent "free iron" contamination.
3. That You have directed Us, on Your behalf, to manufacture the Roofing System and to send the same to You and that You have agreed to pay Us for the same;
4. That We have provided You with information on the installation of the Roofing System, that You are aware of the time and expense involved in installing the Roofing System on the roof of a building, and that we strongly recommend that you engage a professional installer to install the Roofing System;
5. THAT YOUR SIGNATURE OR OTHER WRITTEN ACKNOWLEDGMENT ON THE REVERSE OF THIS PURCHASE ORDER CONSTITUTES YOUR ACCEPTANCE OF THE ROOFING SYSTEM, YOUR OBLIGATION TO PAY ALL FEES AND CHARGES FOR THE ROOFING SYSTEM AND YOUR ACCEPTANCE OF ALL OF THE AGREEMENTS, TERMS AND CONDITIONS CONTAINED IN THIS PURCHASE ORDER UNDER THE UNIFORM COMMERCIAL CODE OR OTHERWISE; and
6. THAT WE HAVE PROVIDED YOU WITH A COPY OF OUR LIMITED WARRANTY AND YOU UNDERSTAND THAT YOUR ONLY RECOURSE FOR REJECTION OF ALL OR ANY PART OF THE ROOFING SYSTEM OR FOR ANY OTHER DAMAGES YOU MAY BELIEVE YOU HAVE INCURRED AS A RESULT OF YOUR PURCHASE OR USE OF THE ROOFING SYSTEM WILL BE YOUR RIGHTS UNDER THE LIMITED WARRANTY.

PAYMENT. In addition to the purchase price for the Roofing System as stated on the face of this Purchase Order, You are solely responsible for all applicable taxes, freight, packaging, insurance, handling and all other charges. Unless otherwise provided for in the purchase order, payment terms are as follows: 50% upon placement of the order with the remaining balance due upon completion of manufacturing and prior to shipment.

DELIVERY/TITLE. Title and risk of loss to the Roofing System will pass to You at our loading docks (F.O.B. factory).

WARRANTIES. You will be entitled to the warranties contained in the LIMITED WARRANTY attached hereto and made a part hereof. WE MAKE NO OTHER REPRESENTATIONS OR WARRANTIES WHATSOEVER, OTHER THAN THOSE CONTAINED IN THE LIMITED WARRANTY.

DISCLAIMER. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, WE WILL NOT BE LIABLE FOR ANY SPECIAL, INCIDENTAL, INDIRECT, OR CONSEQUENTIAL DAMAGES WHATSOEVER, INCLUDING, BUT NOT LIMITED TO, DAMAGES OR LOSSES ARISING OUT OF PROPERTY DAMAGE, PERSONAL INJURY, LOSS OF PROFITS, FOR BUSINESS INTERRUPTION, FOR PROFESSIONAL NEGLIGENCE OR LIABILITY, AND FOR ANY OTHER PECUNIARY OR OTHER LOSS WHATSOEVER, OUT OF OR IN ANY WAY RELATED TO THE PURCHASE OF, INSTALLATION OF AND USE OF THE ROOFING SYSTEM, EVEN IF SUCH LOSSES OR DAMAGES ARISE FROM OUR COMMISSION OF A TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY, BREACH OF CONTRACT, OR BREACH OF WARRANTY, AND EVEN IF WE HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

INDEMNITY. EXCEPT TO THE EXTENT CAUSED BY OUR SOLE GROSS NEGLIGENCE, YOU WILL DEFEND AT YOUR OWN COST AND EXPENSE, AND INDEMNIFY AND HOLD HARMLESS US, OUR OFFICERS, DIRECTORS, AGENTS, REPRESENTATIVES AND EMPLOYEES FROM ANY AND ALL CLAIMS, LIABILITIES, DAMAGES, LOSSES AND EXPENSES (INCLUDING ATTORNEYS' FEES) BROUGHT OR CHARGED BY ANY PERSON OR ENTITY (OTHER THAN CLAIMS MADE UNDER THE LIMITED WARRANTY IN ACCORDANCE WITH THE TERMS OF THE LIMITED WARRANTY) RELATED TO OR IN CONNECTION WITH YOUR PURCHASE OF, THE INSTALLATION OF, OR THE USE

OF, ALL OR ANY PART OF THE ROOFING SYSTEM PURCHASED UNDER THIS PURCHASE ORDER. THIS INDEMNITY SHALL APPLY WITHOUT REGARD TO WHETHER THE CLAIM, DAMAGE, LIABILITY OR EXPENSE IS BASED ON BREACH OF CONTRACT, BREACH OF WARRANTY, NEGLIGENCE, STRICT LIABILITY, TORT OR OTHERWISE. WE MAY CHOOSE, BE REPRESENTED BY, AND ACTIVELY PARTICIPATE THROUGH OUR, OWN COUNSEL IN ANY SUIT OR PROCEEDING RELATED TO THIS INDEMNITY, AND THE COSTS OF SUCH REPRESENTATION SHALL BE PAID BY YOU. **ARBITRATION.** Any dispute as to any claims under this Purchase Order will be settled by final, binding arbitration in the City of Chicago, IL by three (3) arbitrators, one (1) of whom will be appointed by Us, one (1) of whom will be appointed by You and the third (3rd) of whom will be appointed by the first two (2) arbitrators. If either party fails to appoint an arbitrator within twenty (20) days of a request in writing by the other party to do so, or if the first two (2) arbitrators cannot agree on the appointment of a third (3rd) arbitrator within twenty (20) days of their designation, then such arbitrator will be appointed by the American Arbitration Association ("AAA"). Except as to the selection of arbitrators, which will be as set forth above, the arbitration will be conducted promptly and expeditiously in accordance with the commercial arbitration rules of the AAA, so as to enable the arbitrators to render an award within ninety (90) days of the commencement of the arbitration proceedings. Judgment upon the award rendered by the arbitrators may be entered in any court having competent jurisdiction thereof. Each party will bear the expenses of the arbitrator it selects and will jointly share the expenses of the third (3rd) arbitrator and of the arbitration.

LIMITATION OF LIABILITY AND REMEDIES. Notwithstanding any other provision of this Purchase Order, (including, without limitation, all damages referenced above and all direct or general damages), to the extent that We are found to be liable for an award of monetary damages for any reason arising as a result of, in connection with, or as a consequence of this Purchase Order, our sole, entire aggregate liability under any provision of this Purchase Order and Your exclusive remedy for all of the foregoing will be limited to the amount paid by You to Us for the Roofing Systems. The foregoing limitations, exclusions, and disclaimers will apply to the maximum extent permitted by applicable law, even if any remedy fails its essential purpose.

FORCE MAJEURE. We will not be liable or responsible for failure to timely deliver all or any part of the Roofing System if such failure is the result of or a consequence of Force Majeure. "Force Majeure" means acts of war, acts of terrorism, acts of the public enemy, riots, third party strikes, third party labor disputes, labor or material shortages, shortages of goods not caused by Us, fires, explosions, floods, breakdown of or damage to plants, equipment or facilities, or other causes beyond our reasonable control.

GENERAL: You acknowledge reading and understanding these terms and conditions and agree to be bound by them. Any action against Us under this Purchase Order or related to the Roofing System must be brought within one (1) year after the cause of action accrues. Nothing in this Purchase Order will create or be deemed to create any third party beneficiary rights in any person or entity (including any employees). No failure or delay on our part in exercising any right, power or remedy or recognizing any breach or default hereunder will operate as a waiver thereof or as a waiver of a subsequent or different breach, default, right, power or remedy. Section headings are for convenience only and will have no legal or interpretive effect. Any provision of this Purchase Order prohibited or unenforceable in any jurisdiction will be ineffective only to the extent of such prohibition and will not invalidate any of the remaining provisions of this Purchase Order. This Purchase Order constitutes the entire understanding of the parties hereto with respect to the subject matter hereof, and supersedes all prior agreements and communications. No additional terms, conditions, waiver or alteration of this Purchase Order will be binding unless in a writing signed by both parties. This Purchase Order will be governed by and construed under the laws of, and under the Uniform Commercial Code as adopted by, the State of Illinois, without regard to its choice of laws rules. This Purchase Order will be binding on the parties' successors and assigns.