

ASSOCIATED MATERIALS, LLC
INVOICE TERMS AND CONDITIONS

As used herein, "Buyer" includes a buyer under any purchase order or other procurement document, or a person to whom a quotation or offer is issued by Seller, its subsidiaries and affiliates; "Seller" includes Associated Materials, LLC and its subsidiaries and affiliates. Buyer and Seller agree as follows:

1. SCOPE

These Invoice Terms and Conditions ("Terms") shall apply to all sales, quotations and offers made by, and purchase orders accepted by, Seller. These Terms apply in lieu of any course of dealing between the parties or usage of trade in the industry. In the event the Terms conflict with any of the terms and conditions affixed to or referenced in the purchase order or other procurement document issued by the Buyer, these Terms shall govern, and placement of Buyer's order is conditioned upon Buyer's acceptance of these Terms, irrespective of whether the Buyer accepts these conditions by a written acknowledgement, by implication, or acceptance and payment of products ordered hereunder. Seller's failure to object to provisions contained in any communication from Buyer shall not be deemed a waiver of the provisions herein.

2. BUYER'S ORDER

a. Pricing & Taxes

Shipping and handling are additional unless otherwise expressly indicated at the time of sale. Prices are subject to change on seven (7) days' notice to Buyer. Any order that can be cancelled and rescheduled pursuant to this Section 2 is subject to a price change immediately. All prices are exclusive of any present or future sales, revenue or excise tax, value added tax, turnover tax, import duty (including brokerage fees) or other tax applicable to the sale of any product. Such taxes, when applicable, shall be paid by Buyer unless Buyer provides a proper tax exemption certificate. Unless otherwise agreed to in writing by the parties, prices quoted by Seller are those current at the date of quotation and shall be subject to variation by Seller.

b. Cancellation

- (1) Buyer's Cancellation: Buyer may cancel or reschedule any order only for standard products (products regularly kept in Seller's normal inventory), provided both (i) the size of the order is within normal volume levels of such product regularly maintained in inventory by Seller and (ii) Seller receives notice of such cancellation no later than seven (7) days prior to the scheduled shipment date. Buyer may not cancel any order for nonstandard parts, custom products, special order products or standard parts with minimum usage. In the event of any cancellation or rescheduling permitted hereunder, Buyer shall pay promptly to Seller the costs of settling and paying claims arising out of the termination of work under Seller's subcontracts or vendors and any accounting, legal, and clerical costs arising out of the cancellation.
- (2) Seller's Cancellation: Seller shall have the right to cancel any pending purchase order or any delivery in progress without notice to Buyer upon the occurrence of an event of default by Buyer. Any order that can be cancelled or rescheduled by Buyer pursuant to Section 2.b(1) may be cancelled or rescheduled by Seller if like notice is given to Buyer.

c. Return Policy

Buyer may only return products provided (i) Seller's authorized representative approves such return, which approval shall be in Seller's sole discretion, (ii) Buyer returns products with a restocking fee equal to 20% of the invoice amount for the returned product, (iii) the products have not been used, modified, altered or damaged, and (iv) the products are returned within forty five (45) days of delivery by Seller to Buyer, with transportation and shipping charges prepaid by Buyer. Special orders or non-stock items may not be returned.

Credit memoranda issued for authorized returns shall be subject to the following deductions: (a) cost of putting items in a salable condition; (b) transportation charges, if not prepaid; and (c) handling and restocking charges.

d. Special Orders

With respect to any special order products supplied in accordance with Buyer's designs, specifications or instructions, Buyer shall indemnify, defend and hold harmless Seller, its officers, directors, agents and employees from and against all actions, claims (regardless of the merits thereof), liability, loss, damage, and expense, including court costs and attorneys' fees and disbursements, resulting from any actual or alleged infringement of patent rights, copyrights, moral rights, rights in proprietary information, database rights, trademark rights and other intellectual property rights (collectively, "Intellectual Property Rights"), whether domestic or foreign, or any litigation based thereon. Such obligation shall survive acceptance of goods and payment by Buyer hereunder.

e. Alteration of Product

From time to time, in its sole and absolute discretion, Seller may modify or change the standards and specifications of its product.

3. PAYMENT TERMS

Unless otherwise agreed to in writing, payment terms shall be net thirty (30) days from the date of invoice. Buyer shall notify Seller in writing of any dispute with any invoice (along with a reasonably detailed description of the dispute and any substantiating documentation) within seven (7) days of the date of such invoice. Where available pursuant to applicable law, Seller shall retain a security interest in the products and any proceeds therefrom until Buyer makes its final payment to Seller for the products. Where available pursuant to applicable law, Seller may file a financing statement for such security interest and Buyer shall execute any such statements or other documentation necessary to perfect Seller's security interest in such products. Buyer agrees to pay interest on any overdue balance at an annual rate, determined on the day the balance becomes due, equal to five percentage points above the variable rate of interest per annum that the principal office of Royal Bank of Canada (or such other Schedule I bank as may be designated by Seller from time to time) in Toronto, Ontario then publishes as its "prime rate," or such maximum lesser rate as may be permitted by law. Unless otherwise agreed in writing, all payments are to be made in Canadian dollars. Where payment is made by letter of credit, all costs of collection shall be charged to Buyer. In the event it becomes necessary to incur any expense for collection of any overdue account, including the cost to bring legal action, reasonable collection charges, including reasonable attorneys' fees and costs of suit, will be added to the balance due and Buyer shall pay all such charges. Buyer shall not withhold, offset, recoup or debit any amounts owed (or to become due and owing) to Seller or any of its affiliates, whether under these Terms or otherwise, against any other amount owed (or to become due and owing) to it by Seller or Seller's affiliates.

4. SELLER'S REMEDIES

Buyer agrees that any of the following shall constitute an event of default which shall enable Seller, at its option, to cancel any unexecuted portion of this order pursuant to Section 2.b(2) or to exercise any right or remedy which it may have by law: (a) the failure of Buyer to perform any term or condition contained herein; (b) any failure of Buyer to give required notice; (c) the insolvency of Buyer or its failure to pay debts as they mature, an assignment by Buyer for benefit of its creditors, the appointment of receiver for Buyer or for the materials covered by this order or the filing of any petition to adjudicate Buyer bankrupt, (d) the death, incompetence, dissolution or termination of existence of Buyer; (e) a failure by Buyer to provide adequate assurance of performance within ten (10) days after a justified demand by Seller, or (f) if Seller, in good faith, believes that Buyer's prospect of performance under these Terms is impaired. Upon any event of default by Buyer under these Terms, Buyer agrees to reimburse Seller

for all attorneys' fees and costs incurred by Seller in connection therewith. All rights and remedies of Seller herein are in addition to, and shall not exclude, any rights or remedies that Seller may have by law.

5. DELIVERY; SHIPPING; RISK OF LOSS

Shipping dates are estimates only. Seller will make a good faith effort to complete delivery of the products as indicated by Seller in writing, but Seller assumes no responsibility or liability and will accept no charge for loss or damage due to delay or inability to deliver, whether or not such loss or damage was made known to Seller.

All products are sold FOB shipping point with transportation at the expense of Buyer. Title and risk of loss to products pass from Seller to Buyer on shipment from Seller's facility. Loss or damage that occurs during shipment is Buyer's responsibility regardless of whether the carrier was selected by Seller or Buyer and regardless of whether the cost of shipment is borne by Seller or Buyer. If Buyer should fail to pick up any scheduled products from Seller's facility within twenty-four (24) hours from the scheduled pick up time, Buyer shall be liable to Seller for reasonable storage fees for such products.

Buyer shall notify Seller within ten (10) days of receipt of the products if Buyer believes any portion of Buyer's order is missing, incorrect or damaged. Failure to notify Seller in writing of any such missing, incorrect or damaged products within such period shall be deemed an unqualified waiver of any right to return products on a basis that Buyer's order has missing, incorrect or damaged products.

6. WARRANTY

Products shall be warranted pursuant to the manufacturer's published warranties for such products. Notwithstanding the foregoing, no warranties shall apply to any products which have (i) been subject to misuse, neglect, accident or modification, (ii) been altered such that they are not capable of being tested under normal test conditions, or (iii) not been applied in strict accordance with manufacturer's published specifications. Seller shall make the final determination as to whether any product is defective. Seller's sole obligation for products found to be defective, and subject to the terms of the applicable warranty, shall be, at its option, to either (a) issue a credit in the amount of Buyer's original purchase price for the product, less any installation costs or costs previously incurred by Seller for replacement of the product under the warranty, or (b) replace the defective product, or portion of any product which portion is determined to be defective, as the case may be. In order to make a valid claim under the warranty, (w) the product claimed to be defective must be returned to Seller, (x) a written claim, including a reasonable, detailed description of the defect, must accompany the product being returned, (y) the written claim and returned products must be received by Seller no later than fourteen (14) days after the expiration of the applicable warranty period, and (z) Seller must determine, in its sole discretion, that the product was defective under the terms of the warranty and that such defect is not the result of misuse, neglect, accident, modification, alteration or misapplication which would cause the warranty to not apply. **THE FOREGOING WARRANTIES AND REMEDIES ARE EXCLUSIVE AND MADE EXPRESSLY IN LIEU OF AND SELLER EXPRESSLY DISCLAIMS ALL OTHER WARRANTIES, EXPRESSED, IMPLIED OR OTHERWISE, INCLUDING WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.**

7. INTELLECTUAL PROPERTY

Seller retains all Intellectual Property Rights in all the products it sells. The sale of any products hereunder does not convey any explicit or implicit license to the Buyer. Seller retains all Intellectual Property Rights in all documents, catalogs and plans supplied to Buyer pursuant to or ancillary to any purchase or contract. Unless otherwise agreed in writing, Buyer shall obtain no Intellectual Property Rights in any Seller product.

8. LIMITATION ON LIABILITY & REMEDIES OF BUYER

UNDER NO CIRCUMSTANCES AND NOTWITHSTANDING THE FAILURE OF ESSENTIAL PURPOSE OF ANY REMEDY SET FORTH HEREIN, WILL SELLER, ITS SUBSIDIARIES, AFFILIATES

OR THEIR RESPECTIVE SUPPLIERS, SUBCONTRACTORS OR AGENTS BE LIABLE FOR: (A) ANY INCIDENTAL, INDIRECT, SPECIAL, PUNITIVE OR CONSEQUENTIAL DAMAGES INCLUDING BUT NOT LIMITED TO, LOSS OF PROFITS, BUSINESS, REVENUES OR SAVINGS, EVEN IF BUYER ADVISES OF THE POSSIBILITIES OF SUCH DAMAGES OR IF SUCH DAMAGES ARE OTHERWISE FORESEEABLE, IN EACH CASE, WHETHER A CLAIM FOR ANY SUCH LIABILITY IS PREMISED UPON BREACH OF CONTRACT, WARRANTY, NEGLIGENCE, STRICT LIABILITY OR OTHER THEORY OF LIABILITY; (B) ANY CLAIMS, DEMANDS OR ACTIONS AGAINST SELLER BY ANY THIRD PARTY; OR (C) ANY UNAVAILABILITY OF THE PRODUCT. SELLER'S AGGREGATE LIABILITY ARISING OUT OF OR RELATED TO THESE TERMS OR THE PRODUCTS PROVIDED HEREUNDER, WHETHER ARISING OUT OF OR RELATED TO BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE) OR OTHERWISE, SHALL NOT EXCEED THE LESSER OF: (A) THE DOLLAR AMOUNT PAID BY BUYER FOR THE PRODUCT(S) GIVING RISE TO THE CLAIM; OR (B) \$50,000.00.

9. COMPLIANCE WITH LAWS

Buyer shall comply fully with all applicable international, federal, provincial, municipal and local laws, regulations, rules, orders and ordinances in the performance of its obligations under these Terms including, but not limited to, all applicable employment, tax, export control, international economic sanctions and environmental laws and regulations. Buyer further represents that neither it nor any of its subcontractors will utilize child, slave, prisoner or any other form of forced or involuntary labour, or engage in abusive employment or corrupt business practices, in connection with the products supplied under these Terms, including but not limited to the U.S. Foreign Corrupt Practices Act ("FCPA"), the Corruption of Foreign Public Officials Act ("CFPOA"), the Freezing Assets of Corrupt Foreign Officials Act ("FACFOA"). Buyer is in compliance with all laws that prohibit payments to improperly influence domestic and foreign government officials and employees in violation any anti-corruption laws or international anti-corruption standards. Specifically, Buyer has not and will not (i) directly or indirectly give, pay, promise or offer to pay, or authorize the giving or payment of money, benefit or any other thing of value to or for the benefit of any government official, employee or candidate (or any family member of such individuals; or to any person or entity while knowing or having reason to believe that some portion or all of the payment or thing of value will be given, paid, promised or offered to, or will be passed on by an intermediary to such individuals), or political party, regardless of form or amount, to obtain favorable treatment in obtaining, facilitating, or retaining business or to pay for favorable treatment already secured, or as consideration for cooperation, assistance, exercise of influence, or to secure a vote regarding a measure; or (ii) accept or receive any unlawful contributions, payments, gifts or expenditures.

10. INSURANCE

Buyer shall be solely responsible for maintaining adequate general liability, including product liability, and other insurance, as is required by law or as is the common practice in Buyer's trade or business, whichever affords greater coverage, and in amounts sufficient to cover all claims under this Agreement. Upon request, Buyer shall provide Seller with certificates of insurance or evidence of coverage before Seller commences performance under any Purchase Order.

11. INDEMNIFICATION

Buyer shall indemnify, hold harmless, and defend Seller, its officers, directors, customers, agents and employees, from and against all actions or claims (regardless of the merits thereof), liabilities, damages, losses and expenses, including attorneys' fees and cost of suit arising out of or in any way connected with (i) the sale, application or use of any product provided by Seller to Buyer pursuant to these Terms, including any claim with regard to damages, personal injuries, or contract liability, (ii) any misrepresentation by any of Buyer, its affiliates and their respective directors, officers, employees, agents or representatives (collectively, the "Customer Parties") in regard to any product provided by Seller, including off-label uses, mishandling, misuse, adulteration, alteration, modification, or improper storage by any Customer Party, (iii) any negligent, reckless or willful conduct by any Customer Party, (iv) any statement, representations, warranties, or advertisements concerning the products made by any Customer Party which exceed in scope or are different in meaning from Seller's limited warranty or the statements made in

literature provided by Seller, (v) any modification to any product by any Customer Party for the purpose of satisfying any Customer Party's needs, including without limitation, relating to any alleged infringement or actual infringement of Intellectual Property Rights of another party and (vi) any breach of these Terms by any Customer Party. This right to indemnity shall extend beyond the expiration or termination of these Terms until the expiration of any applicable statute of limitations in any jurisdiction in which the products are sold, applied and/or utilized.

12. CONFIDENTIALITY

This Section 12 shall apply unless there is a confidentiality agreement, between Buyer and Seller in effect, in which case the terms and conditions of such confidentiality agreement shall supersede the terms and conditions set forth in this Section. Upon the expiration or earlier termination of such confidentiality agreement, this Section 12 will apply for the remainder of the term of this Agreement.

Any Seller Confidential Information (as defined below) acquired by Buyer in connection with its performance under these Terms shall be kept confidential by Buyer during and following termination or expiration of these Terms. "Seller Confidential Information" includes, but is not limited to, all information, whether written or oral, in any form, including without limitation, information relating to the research, development, products, methods or manufacture, trade secrets, business plans, customers, vendors, finances, personnel data and other material or information considered proprietary by Seller relating to the current or anticipated business or affairs of Seller which is disclosed directly or indirectly to Buyer. In addition, Seller Confidential Information means any third party's proprietary or confidential information disclosed to Buyer in the course of providing products to Buyer. Seller Confidential Information does not include any information (i) which Buyer lawfully knew without restriction on disclosure before Seller disclosed it to Buyer, (ii) which is now or becomes publicly known through no wrongful act or failure to act of Buyer, (iii) which Buyer developed independently without use of the Seller Confidential Information, as evidenced by appropriate documentation, or (iv) which is hereafter lawfully furnished to Buyer by a third party as a matter of right and without restriction on disclosure. In addition, Buyer may disclose Seller Confidential Information which is required to be disclosed pursuant to a requirement of a government agency or law so long as Buyer provides prompt notice to Seller of such requirement prior to disclosure.

Buyer agrees not to copy, alter, or directly or indirectly disclose any Seller Confidential Information except to Buyer's employees, agents and representatives who (a) have a need to know, (b) are informed by Buyer of the confidential nature of the Seller Confidential Information, and (c) are subject to confidentiality provisions no less restrictive than those set forth herein. Buyer shall use no less than the degree of care and means that it uses to protect its own information of like kind, but in any event not less than reasonable care to prevent the disclosure or unauthorized use of Seller Confidential Information.

Buyer further agrees not to use the Seller Confidential Information except in the course of performing hereunder and will not use such Seller Confidential Information for its own benefit or for the benefit of any third party. The mingling of Seller Confidential Information with information of Buyer shall not affect the confidential nature or ownership of the same. All Seller Confidential Information is and shall remain the property of Seller. Upon Seller's written request, Buyer will promptly (a) deliver to Seller all such Seller Confidential Information, or (b) destroy all such Seller Confidential Information and certify in writing to Seller that it has complied with the requirements of this clause.

13. MISCELLANEOUS

a. Force Majeure

Seller shall not be liable for any damage or penalty for delay in delivery or for failure to give notice of delay when such delay is due to the elements, acts of God, acts of the Buyer, act of civil or military authority, war, riots, labour difficulties, accidents, shortages of materials, delays of carriers, contractors or suppliers or any other causes beyond the reasonable control of Seller. The anticipated delivery date shall be deemed extended for a period of time equal to the time lost due to any delay excusable under this provision. Furthermore, if Seller is unable to supply Buyer's total demand for its products because of an event under this provision,

Seller may allocate its available supply of raw materials and/or products among its customers, including Buyer, in its sole and absolute discretion.

b. Assignment

Buyer may not assign, delegate or otherwise transfer all or any part of its rights or obligations under the Terms, without prior written consent of Seller. Any such attempted assignment, delegation, or transfer will be null and void. Seller shall be entitled at all times to substitute its rights under these Terms (in whole or in part) or to subcontract any part of the work to be provided hereunder as it deems necessary or desirable.

c. Governing Law; Venue; Remedies

THESE TERMS AND ANY SALE OF PRODUCTS HEREUNDER WILL BE GOVERNED BY THE LAWS OF THE PROVINCE OF ONTARIO AND THE LAWS OF CANADA APPLICABLE THEREIN, EXCLUDING ANY CHOICE OF LAW RULES THAT MIGHT DIRECT THE APPLICATION OF THE LAWS OF ANOTHER JURISDICTION. ANY LITIGATION WILL BE BROUGHT EXCLUSIVELY IN THE FEDERAL AND PROVINCIAL COURTS LOCATED IN THE PROVINCE OF ONTARIO, AND BUYER SUBMITS TO THE JURISDICTION THEREOF AND WAIVES THE RIGHT TO CHALLENGE VENUE. BUYER FURTHER CONSENTS TO THE EXERCISE OF PERSONAL JURISDICTION BY ANY SUCH COURT WITH RESPECT TO ANY SUCH PROCEEDING. The applicability of the UN Convention on Contracts for the International Sale of Goods is hereby expressly waived by the parties and it shall not apply to these Terms or any sale of product by Seller. Except in the case of nonpayment, neither party may institute any action in any form arising out of these Terms after the earlier of (i) the expiration of one (1) year following the date of sale of the product, or (ii) the expiration of the statute of limitations applicable to such action. Seller's rights and remedies under these Terms are cumulative, are in addition to, and do not limit or prejudice any other right or remedy available at law or in equity.

d. Survival

Any provisions in these Terms which by their terms survive or by their nature extend beyond the termination or expiration of any sale of products will remain in effect until fulfilled and will apply to both parties' respective successors and permitted assigns.

e. Notices

All notices and other communications hereunder shall be in writing and addressed to Buyer or to an authorized Seller representative, and shall be considered given when (a) delivered personally, (b) sent by confirmed facsimile, (c) sent by commercial overnight courier, or (d) three (3) days after having been sent, postage prepaid, by first class or registered mail. All notices to Seller shall include a copy to Alok K. Gupta, Esq., General Counsel, Associated Materials, LLC, 3773 State Road, Cuyahoga Falls, OH 44223, agupta@associatedmaterials.com.

f. Entire Agreement; Severability

These Terms, along with any confidentiality agreement between Buyer and Seller, credit application, terms and conditions, and/or guarantee entered into by Seller and Buyer, represent the entire agreement between Seller and Buyer regarding Buyer's purchase of products, and supersedes and replaces any previous communications, representations, or agreements, or Buyer's additional or inconsistent terms, whether oral or written. In the event any provision of these Terms is held invalid or unenforceable the remainder of the Terms will remain enforceable and unaffected thereby.

g. Waiver

Failure by Seller to exercise or delay in exercising any of its rights hereunder shall not be deemed to be a waiver or forfeiture of any such right nor operate so as to bar the exercise or enforcement thereof at any time or times thereafter.

h. No Joint Venture

Nothing contained in these Terms shall be construed as creating a joint venture, partnership or employment relationship between the parties, nor will either party have the right, power or authority to create any obligation or duty, express or implied, on behalf of the other.

i. Modification

Customer hereby expressly reserves the right at any time and from time to time to revise, amend, modify, alter or supplement these Terms by publishing such revision, amendment, modification, alteration or supplement on its website at www.associatedmaterials.com/[●].

j. Conflicting Provisions

Should any provision of these Terms conflict with the labels on any products sold or any terms or postings published on www.associatedmaterials.com, these Terms shall control.

k. Language

The parties expressly acknowledge that they have requested that these Terms and all ancillary and related documents thereto be drafted in the English language only. LES PARTIES AUX PRÉSENTES RECONNAISSENT AVOIR EXIGÉ QUE LES PRÉSENTES MODALITÉS ET TOUS LES DOCUMENTS QUI Y SONT ACCESSOIRES SOIENT RÉDIGÉS EN ANGLAIS SEULEMENT.

ASSOCIATED MATERIALS, LLC

PURCHASE TERMS AND CONDITIONS

As used herein, "Supplier" includes supplier or vendor under any purchase order or other procurement document, or a person from whom a quotation or offer is issued to Customer. "Supplier" shall also include its subsidiaries and affiliates; "Customer" includes Associated Materials, LLC and its subsidiaries and affiliates. Supplier and Customer hereby agree as follows:

1. SERVICES AND DELIVERABLES.

Supplier agrees to provide the products (the "Products") as described in any quotation, offer and/or sale made by Supplier; any agreement, purchase order, scope of work, change order, or any other agreement accepted by Customer; or any other document entered into or delivered in connection therewith (as applicable, a "Purchase Order") in accordance with such Purchase Order and with these Purchase Terms and Conditions ("Terms"). These Terms apply in lieu of any course of dealing between the parties or usage of trade in the industry.

In the event these Terms conflict with any of the terms and conditions affixed to or referenced in the Purchase Order, invoice or other document issued by Supplier, these Terms shall govern, and Customer's order is expressly conditioned upon Supplier's acceptance of these Terms, irrespective of whether Supplier accepts these conditions by a written acknowledgment, by implication, or acceptance and fulfillment of Customer's order. Customer's failure to object to provisions contained in any communication from Supplier shall not be deemed a waiver of the provisions herein.

2. DELIVERY.

Supplier acknowledges that all terms as to the quantity, quality, specifications, and time of delivery are material elements of any Purchase Order and must be strictly complied with. Time is of the essence. Delivery of Products shall be made pursuant to the delivery schedule, via the carrier and to the place specified on the face of the applicable Purchase Order. Customer reserves the right to return all Products received in advance of the delivery schedule, and applicable shipping charges to such return shall be at the expense of the Supplier. If no delivery schedule is specified, the order shall be filled promptly. If no method of shipment is specified in the Purchase Order and the prices of the Products does not include freight and delivery, Supplier shall use the least expensive carrier. In the event Supplier fails to deliver the Products within the time specified, Customer may, at its option, decline to accept the Products and terminate the applicable Purchase Order or return all or any portion of the Products, at Supplier's sole cost and expense, all without waiver of any claim Customer may have for Supplier's breach including the right to damages and to cancel any other Purchase Order between Customer and Supplier. Supplier shall package all items in suitable containers to permit safe transportation and handling.

3. INSPECTION, RISK OF LOSS AND DESTRUCTION OF GOODS.

Products shall be subject to inspection and acceptance or rejection by Customer after delivery, notwithstanding prior payment. Customer shall have a reasonable time after receipt of Products to inspect them for conformity hereto. Customer may charge Supplier the expense of unpacking, examining, repacking, storing and reshipping any Products found defective or not in conformity with these Terms or any Purchase Order. In addition to any other rights under these Terms or any Purchase Order including, without limitation, any right to damages, Customer may require Supplier to replace any item which Customer is entitled to reject hereunder or grant a full refund or credit to Customer in lieu thereof. Supplier assumes all risk of loss until receipt by Customer. Title to the Products shall pass to Customer upon receipt and approval by it of the Products at the designated destination.

4. PRICING; PAYMENT.

As full consideration for the delivery of the Products and the assignment of rights to Customer as provided herein, Customer shall pay Supplier (i) the amount agreed upon and specified in the applicable Purchase Order, or (ii) Supplier's quoted price on date of shipment (for Products), whichever is lower. Supplier shall invoice Customer for all Products actually delivered. Unless otherwise specified in the Purchase Order, any taxes required by law to be included in the price, and other charges such as shipping costs, duties, customs, tariffs, imposts and government imposed surcharges shall be stated separately on Supplier's invoice. All personal property taxes assessable upon the Products prior to receipt by Customer of Products conforming to the Purchase Order shall

be borne by Supplier. Supplier will receive no royalty or other remuneration on the production or distribution of any products developed by Customer or Supplier in connection with or based on the Products provided. Each invoice submitted by Supplier must be provided to Customer within ninety (90) days of delivery of Products and must reference the applicable Purchase Order, and Customer reserves the right to return all incorrect invoices. Customer will receive a two percent (2%) discount of the invoiced amount for all invoices that are submitted more than ninety (90) days after delivery of the Products. Payment is made when Customer's cheque is mailed or electronically processed. Payment shall not constitute acceptance.

If Customer gives Supplier reasonable proof that another supplier has offered to sell Customer a product of similar performance and quantity as the Products for a price which is less than the price of the Products, then Supplier shall, within fifteen (15) days after receiving such proof (a) reduce the price of the Products to meet the competitive price; or (b) allow Customer to purchase the product offered by the other supplier and adjust accordingly the obligations of Customer to purchase the Products hereunder accordingly, including crediting Customer as having purchased such products in such quantities from Supplier for purposes of pricing hereunder.

Supplier agrees that the price for the Products will be at least as low as Supplier's best prices to other similarly situated customers for the same or substantially similar products. If Supplier offers lower prices to any other such customer for the same or substantially similar product, then Supplier shall reduce Customer's prices effective as of the date such lower costs were first offered to such other customer. Within 30 days of the last day of each year within this contract term, Supplier's financial officer will certify in writing that Supplier has strictly complied with these obligations during the period.

5. CANCELLATION.

Except as may be otherwise provided in any Purchase Order, Customer may, at any time, for any reason in Customer's sole discretion, whether or not Supplier is in default, cancel a Purchase Order in whole or in part by written notice to Supplier. Upon receipt of such cancellation notice, Supplier will immediately stop work, and to the extent specified in such notice, cancel all orders and subcontracts that relate to the cancelled order. Customer will pay Supplier for all finished Products accepted by Customer, as well as for the verified, documented costs to Supplier of work in process and material allocated to the cancelled order that is not in excess of any prior authorization by Customer. This provision shall not apply to items or materials that are otherwise saleable or usable standard items or materials. Payment made under this Section shall constitute Customer's only liability to Supplier for cancellation hereunder. The provisions of this Section will not apply to any cancellation by Customer based upon Supplier's default, or for any other cause recognized by law or specified in any Purchase Order.

6. REPRESENTATIONS AND WARRANTIES.

6.1. Products. Supplier shall furnish to Customer Supplier's standard warranty and service guarantee applicable to the Products. Supplier further warrants that all Products delivered will (a) be new and will not be used or refurbished; (b) comply with all specifications, descriptions or samples furnished or specified by Customer; (c) be of merchantable quality; (d) be free from defects, including latent defects; (e) be of good material and workmanship; (f) be fit and sufficient for the usual and ordinary purposes for which they are intended; and (g) comply with all applicable federal, provincial, municipal and local laws, rules, regulations, orders and ordinances for a period of fifteen (15) months from the date of delivery to Customer or for the period provided in Supplier's standard warranty covering the Products, whichever is longer. Supplier hereby agrees that, if applicable, it will make spare parts available to Customer for a period of five (5) years from the date of shipment at Supplier's then current price, less applicable discounts. Supplier also warrants that Customer will receive good and valid title to the Products, free and clear of all hypothecs, liens and encumbrances. Supplier also warrants that the Products do not infringe on any patent rights, copyrights, moral rights, rights in proprietary information, database rights, trademark rights and other intellectual property rights (collectively, "Intellectual Property Rights") of another party. Additionally, Products purchased shall be subject to all written and oral express warranties made by Supplier's agents, and to all warranties implied by applicable law. All warranties shall be construed as conditions as well as warranties and shall not

be exclusive and shall survive payment and acceptance by Customer. All warranties shall run both to Customer and to its customers.

If Customer identifies a warranty problem with the Products during the warranty period, Customer will promptly notify Supplier of such problems and will return the Products (if practicable) to Supplier at Supplier's expense. Within five (5) business days of receipt of the returned Products, Supplier shall, at Customer's option, either repair or replace such Products, or credit Customer's account for the same. Replacement and repaired Products shall be warranted for the remainder of the warranty period or six (6) months, whichever is longer. Without limiting Section 14 below, in the event that return of the Products is not practicable because the Products have been incorporated into other products or otherwise used in the course of Customer's business, Customer's remedies shall include the indemnification provisions set forth in Section 10 below.

6.2. Compliance with Laws. Supplier shall comply fully with all applicable international, federal, provincial, municipal and local laws, regulations, rules, orders and ordinances in the performance of the Purchase Order and these Terms including, but not limited to, all applicable employment, tax, export control, international economic sanctions and environmental laws and regulations. Supplier further represents that neither it nor any of its subcontractors will utilize child, slave, prisoner or any other form of forced or involuntary labour, or engage in abusive employment or corrupt business practices, in the supply of goods or provision of services under any Purchase Order, including but not limited to the U.S. Foreign Corrupt Practices Act ("FCPA"), the Corruption of Foreign Public Officials Act ("CFPOA"), the Freezing Assets of Corrupt Foreign Officials Act ("FACFOA"), and the Criminal Code of Canada and their respective applicable regulations. Supplier is in compliance with all laws that prohibit payments to improperly influence domestic and foreign government officials and employees in violation any anti-corruption laws or international anti-corruption standards. Specifically, Supplier has not and will not (a) directly or indirectly give, pay, promise or offer to pay, or authorize the giving or payment of money, benefit or any other thing of value to or for the benefit of any government official, employee or candidate (or any family member of such individuals; or to any person or entity while knowing or having reason to believe that some portion or all of the payment or thing of value will be given, paid, promised or offered to, or will be passed on by an intermediary to such individuals), or political party, regardless of form or amount, to obtain favorable treatment in obtaining, facilitating, or retaining business or to pay for favorable treatment already secured, or as consideration for cooperation, assistance, exercise of influence, or to secure a vote regarding a measure; or (b) accept or receive any unlawful contributions, payments, gifts or expenditures.

7. INDEPENDENT CONTRACTOR.

Supplier is an independent contractor for all purposes, without express or implied authority to bind Customer by contract or otherwise. Neither Supplier nor its employees, agents or subcontractors are agents or employees of Customer. Supplier shall be responsible for all costs and expenses incident to performing its obligations under the Purchase Order and shall provide Supplier's own supplies and equipment.

8. SUPPLIER RESPONSIBLE FOR TAXES AND RECORDS.

Supplier shall be solely responsible for filing the appropriate federal, provincial, municipal and local tax forms and paying all such taxes or fees, including estimated taxes and employment taxes, due with respect to Supplier's receipt of payment under the Purchase Order. Supplier further agrees to provide Customer with reasonable assistance in the event of a government audit. Customer shall have no responsibility to pay or withhold from any payment to Supplier under the Purchase Order, any federal, provincial, municipal or local taxes or fees.

9. INSURANCE.

Supplier shall be solely responsible for maintaining adequate health, auto, workers' compensation, unemployment compensation, disability, general liability, including product liability, and other insurance, as is required by law or as is the common practice in Supplier's trade or business, whichever affords greater coverage, and in amounts sufficient to cover all claims under any Purchase Order. Upon request, Supplier shall provide Customer with certificates of insurance or evidence of coverage before commencing performance under the Purchase Order.

10. INDEMNITY.

Supplier shall indemnify, hold harmless, and defend Customer, its officers, directors, customers, agents and employees, from and against all actions or claims (regardless of the merits thereof), liabilities, damages, losses and expenses, including attorneys' fees and cost of suit arising out of or in any way connected with Products provided under the Purchase Order, including without limitation: (a) any death or injury to any person, or damage to or destruction of any property; (b) any product recalls; (c) failure to comply with the provisions of these Terms or the Purchase Order; (d) the act or omission of any of Supplier, Supplier's vendor, subcontractor or anyone acting directly or indirectly under Supplier's direction or control or on Supplier's behalf; (e) any alleged infringement or infringement of Intellectual Property Rights of another Party or the use of any Product that allegedly infringes or infringes upon any applicable law or regulation, or Intellectual Property Rights of another party; and (f) any misrepresentation or breach of any representation, agreement or covenant by Supplier made or contained in a Purchase Order or these Terms. Supplier shall not settle any such suit or claim without Customer's prior written approval. Supplier agrees to pay or reimburse all costs that may be incurred by Customer in enforcing this indemnity, including attorneys' fees and disbursements. Customer's damages will include without limitation, the cost to replace the Products covered by a Purchase Order and any special, incidental, indirect, exemplary or consequential losses, damages or expenses, including without limitation, those resulting from loss of time, loss of savings, loss of profits or loss of goodwill, and any other claims made by Customer's customers, whether foreseeable or unforeseeable.

If Customer's use, or use by its distributors, subcontractors or customers, of any Products purchased from Supplier is enjoined, threatened by injunction, or made the subject of any legal proceeding, Supplier shall, at its sole cost and expense, either (w) substitute other fully equivalent Products; (x) modify the Products so that they are no longer infringing, enjoined or otherwise challenged, but remain fully equivalent in functionality; (y) obtain for Customer, its distributors, subcontractors or customers the right to continue using the Products; or (z) if none of the foregoing is possible, refund all amounts paid for the Products.

11. ALTERATION OF PRODUCT

From time to time, Customer may modify or change the standards and specifications of the Product. Customer shall notify Supplier in advance of all proposed changes to the Product's standards and specifications to allow reasonable time for disposition of the change.

In the spirit of continuous improvement Supplier may present value-engineered cost improvement opportunities through change of the Product's standards and specifications. Supplier shall consult with Customer on all Product specifications, raw material, and critical process changes. All changes shall be controlled through a formal written change notice process. Supplier shall not substitute any Product, specifications, raw material, or critical process without Customer's prior written authorization. If Supplier changes the Product's standards or specifications without prior written authorization, Customer shall be entitled to recoup from Supplier all associated expenses related to the unauthorized change.

12. OWNERSHIP OF WORK PRODUCT.

For purposes of these Terms and any Purchase Order, "Work Product" shall include, without limitation, all designs, discoveries, creations, works, devices, masks, models, work in progress, inventions, products, computer programs, procedures, improvements, know-how, developments, drawings, notes, documents, business processes, information and materials made, conceived or developed by Supplier alone or with others which result from or relate to the Products provided hereunder and all right, interest and title in and to the foregoing. Standard Products manufactured by Supplier and sold to Customer without having been designed, customized or modified for Customer do not constitute Work Product. All Work Product shall at all times be and remain the sole and exclusive property of Customer. Supplier hereby agrees to irrevocably assign and transfer to Customer and does hereby assign and transfer to Customer all of its worldwide right, title and interest in and to the Work Product including all associated Intellectual Property Rights. Customer will have the sole right to determine the treatment of any Work Product, including the right to keep it as a trade secret, execute and file patent registrations on it, use and disclose it without prior patent application, file registrations for copyright or trademark in its own name or follow any other procedure that Customer deems appropriate. Supplier agrees: (a) to disclose promptly in writing to Customer all Work Product in its possession; (b) to assist Customer in every reasonable way, at Customer's expense, to secure,

perfect, register, apply for, maintain, and defend for Customer's benefit all Intellectual Property Rights in and to the Work Product in Customer's name as it deems appropriate; and (c) to otherwise treat all Work Product as Customer Confidential Information as described below. These obligations to disclose, assist, execute and keep confidential survive the expiration or termination of the Purchase Order. All tools and equipment supplied by Customer to Supplier shall remain the sole property of Customer.

Supplier will ensure that individuals involved in making, conceiving and developing the Work Product appropriately waive any and all claims and assign to Customer any and all Intellectual Property Rights or any interests in any Work Product or original works created in connection with a Purchase Order, including all inalienable rights (such as moral rights). Supplier irrevocably agrees not to assert against Customer or its direct or indirect customers, assignees or licensees any claim of any Intellectual Property Rights of Supplier affecting the Work Product. Customer will not have rights to any works conceived or reduced to practice by Supplier which were developed entirely on Supplier's own time without using equipment, supplies, facilities or trade secret or Customer Confidential Information, unless (y) such works relate to Customer's business, or Customer's actual or demonstrably anticipated research or development, or (z) such works result from any Products produced by Supplier for Customer.

13. NONINTERFERENCE WITH BUSINESS.

During and for a period of two years immediately after the termination or expiration of a Purchase Order, Supplier agrees not to unlawfully interfere with the business of Customer in any manner, and further agrees not to solicit or induce any employee or independent contractor to terminate or breach an employment, contractual or other relationship with Customer.

14. TERMINATION; REMEDIES.

Customer may terminate a Purchase Order for any reason upon thirty (30) days' written notice to Supplier. Customer shall pay Supplier for those conforming Products delivered to Customer through the date of termination, less appropriate offsets. Supplier shall cease to provide Products under the Purchase Order on the date of termination specified in such notice.

Supplier may terminate the Purchase Order upon written notice to Customer if Customer fails to pay Supplier any amounts not reasonably in dispute within sixty (60) days after Supplier notifies Customer in writing that payment is past due.

Upon the expiration or termination of the Purchase Order for any reason: (a) each party will be released from all obligations to the other arising after the date of expiration or termination, except for those which by their terms survive such termination or expiration as well as any other provision that, in order to give proper effect to its intent, should survive such expiration or termination; and (b) Supplier will promptly notify Customer of all Customer Confidential Information or any Work Product in Supplier's possession and, at the expense of Supplier and in accordance with Customer's instructions, will promptly (i) deliver to Customer all such Customer Confidential Information and/or Work Product, or (ii) destroy all such Customer Confidential Information and certify in writing to Customer that it has complied with the requirements of this clause.

The rights and remedies of Customer under the Purchase Order and these Terms are cumulative and not exclusive of any rights or remedies to which Customer is entitled by law. The exercise by Customer of any singular right or remedy will not preclude Customer from exercising any other right or remedy under any Purchase Order or these Terms or to which Customer is otherwise entitled by law.

Supplier acknowledges and agrees that the obligations and promises of Supplier under a Purchase Order are of a unique nature giving them particular value, and that Supplier's breach of any of the promises contained in the Purchase Order will result in irreparable and continuing damage to Customer for which there will be no adequate remedy at law. In the event of such breach, Customer will be entitled to seek injunctive relief or specific performance without any requirement to post a bond or other security, and without any requirement to prove actual damages or that monetary damages will not afford an adequate remedy.

15. FORCE MAJEURE.

A party shall not be liable for any failure to perform an obligation hereunder (including failure by Customer to take delivery of the Products) caused by circumstances beyond its control which make such performance commercially impractical including, but not limited to, acts of God, fire, flood, or acts of war (a "Force Majeure Event"). Supplier's financial inability to perform, changes

in cost or availability of materials, components, or services, market conditions or supplier actions, or contract disputes will not excuse performance by Supplier under this Section 15. In addition to its other rights under the Purchase Order, these Terms or applicable law, during any Force Majeure Event, Customer may, at its option, (a) purchase substitute products from other sources without liability to Supplier; or (b) require Supplier to provide substitute products from other sources in quantities and at a time requested by Customer and at the prices for the Products under the Purchase Order or these Terms.

16. LIMITATION OF LIABILITY.

IN NO EVENT SHALL CUSTOMER BE LIABLE TO SUPPLIER OR SUPPLIER'S EMPLOYEES, AGENTS AND REPRESENTATIVES, OR ANY THIRD PARTY FOR ANY INCIDENTAL, INDIRECT, SPECIAL OR CONSEQUENTIAL DAMAGES ARISING OUT OF, OR IN CONNECTION WITH, THE PURCHASE ORDER OR THESE TERMS, WHETHER OR NOT CUSTOMER WAS ADVISED OF THE POSSIBILITY OF SUCH DAMAGE.

17. NOTICES.

All notices and other communications hereunder shall be in writing and addressed to Supplier or to an authorized Customer representative, and shall be considered given when (a) delivered personally, (b) sent by confirmed facsimile or electronic email with confirmed response, (c) sent by commercial overnight courier, or (d) three (3) days after having been sent, postage prepaid, by first class or registered mail. All notices to Customer shall include a copy to Alok K. Gupta, Esq., General Counsel, Associated Materials, LLC, 3773 State Road, Cuyahoga Falls, OH 44223, agupta@associatedmaterials.com.

18. CONFIDENTIALITY

This Section 18 shall apply unless there is a confidentiality agreement between Customer and Supplier in effect, in which case the terms and conditions of such confidentiality agreement shall supersede the terms and conditions set forth in this Section. Upon the expiration or earlier termination of such confidentiality agreement, this Section 18 will apply for the remainder of the term of this Agreement.

Any Customer Confidential Information (as defined below) acquired by Supplier in connection with its performance under the Purchase Order shall be kept confidential by Supplier during and following termination or expiration of the Purchase Order. "Customer Confidential Information" includes, but is not limited to, all information, whether written or oral, in any form, including without limitation, information relating to the research, development, products, methods or manufacture, trade secrets, business plans, customers, vendors, finances, personnel data, Work Product (as defined herein) and other material or information considered proprietary by Customer relating to the current or anticipated business or affairs of Customer which is disclosed directly or indirectly to Supplier. In addition, Customer Confidential Information means any third party's proprietary or confidential information disclosed to Supplier in the course of providing Products to Customer. Customer Confidential Information does not include any information (a) which Supplier lawfully knew without restriction on disclosure before Customer disclosed it to Supplier, (b) which is now or becomes publicly known through no wrongful act or failure to act of Supplier, (c) which Supplier developed independently without the use of Customer Confidential Information, as evidenced by appropriate documentation, or (d) which is hereafter lawfully furnished to Supplier by a third party as a matter of right and without restriction on disclosure. In addition, Supplier may disclose Customer Confidential Information which is required to be disclosed pursuant to a requirement of a government agency or law so long as Supplier provides prompt notice to Customer of such requirement prior to disclosure.

Supplier agrees not to copy, alter, or directly or indirectly disclose any Customer Confidential Information except to Supplier's employees, agents and representatives who (i) have a need to know, (ii) are informed by Supplier of the confidential nature of Customer Confidential Information, and (iii) are subject to confidentiality provisions no less restrictive than those set forth herein. Supplier shall use no less than the degree of care and means that it uses to protect its own information of like kind, but in any event not less than reasonable care to prevent the disclosure or unauthorized use of Customer Confidential Information.

Supplier further agrees not to use Customer Confidential Information except in the course of performing hereunder and will not use such Customer Confidential Information for its own benefit or for the benefit of any third party. The mingling

of Customer Confidential Information with information of Supplier shall not affect the confidential nature or ownership of the same. Supplier agrees not to design or manufacture any products which incorporate Customer Confidential Information without Customer's prior written consent. All Customer Confidential Information is and shall remain the property of Customer. Upon Customer's written request, Supplier will promptly (y) deliver to Customer all such Customer Confidential Information and/or Work Product, or (z) destroy all such Customer Confidential Information and certify in writing to Customer that it has complied with the requirements of this clause.

19. GENERAL.

19.1. Assignment; Waiver. Supplier may not assign the Purchase Order or assign, delegate or subcontract any of its rights or obligations under the Purchase Order without the prior written consent of Customer. Any assignment or transfer without such written consent shall be null and void. Upon any valid assignment, the Purchase Order shall inure to the benefit of, and be binding upon, the successors and assigns of Customer without restriction. A waiver of any default of any term or condition of the Purchase Order shall not be deemed to be a continuing waiver or a waiver of any other default or any other term or condition. Notwithstanding anything to the contrary herein, Customer may assign a Purchase Order without the consent of Supplier in connection with a sale, transfer or assignment of all or a majority of Customer's assets or stock to a successor entity, whether by merger, consolidation, acquisition or other transaction, and in any such transaction, Customer shall be released from liability hereunder.

19.2. Severability. If any provision of the Purchase Order or these Terms shall be deemed to be invalid, illegal or unenforceable, the validity, legality or enforceability of the remaining provisions shall not in any way be affected or impaired thereby.

19.3. Governing Law. These Terms, any Purchase Order, and any purchase of Products shall be construed in accordance with, and disputes shall be governed by the laws of the Province of Ontario and the laws of Canada applicable therein, excluding any choice of law rules that might direct the application of the laws of another jurisdiction. Each of the parties irrevocably submits and attorns to the exclusive jurisdiction of the courts of the Province of Ontario to determine all issues, whether or at law or in equity arising from a Purchase Order or these Terms. The applicability of the UN Convention on Contracts for the International Sale of Goods is hereby expressly waived by the parties and it shall not apply to any Purchase Order or these Terms.

19.4. Entire Agreement; Modification. These Terms, together with any Purchase Order (and any other document, agreement or instrument as may be executed in connection with any Purchase Order) and any confidentiality agreement between Customer and Supplier, are the complete, final and exclusive statement of the terms of the agreement between the parties regarding the subject matter hereof and supersede any and all other prior and contemporaneous negotiations and agreements, whether oral or written, between them relating to the subject matter hereof. Customer hereby expressly reserves the right at any time and from time to time to revise, amend, modify, alter or supplement these Terms by publishing such revision, amendment, modification, alteration or supplement on its website at www.associatedmaterials.com.

19.5. No Third-Party Beneficiaries. The parties do not intend to confer any benefits on any person, firm, corporation or other entity, other than Supplier or Customer, as a result of these Terms or any Purchase Order.

19.6. Legal Expenses. The prevailing party in any legal action or proceeding arising out of a Purchase Order or these Terms shall be entitled, in addition to any other rights and remedies it may have, to reimbursement for its expenses, including court costs and reasonable attorneys' fees and disbursements.

19.7. Language. The parties expressly acknowledge that they have requested that these Terms and all ancillary and related documents thereto be drafted in the English language only. LES PARTIES AUX PRÉSENTES RECONNAISSENT AVOIR EXIGÉ QUE LES PRÉSENTES MODALITÉS ET TOUS LES DOCUMENTS QUI Y SONT ACCESSOIRES SOIENT RÉDIGÉS EN ANGLAIS SEULEMENT.