

TERMS AND CONDITIONS OF SALE

1. Acceptance. Buyer agrees to be bound by and to comply with all terms and conditions set forth herein in relation to any order accepted by Keymark Ventures, Inc., Keymark of Lakeland, LLC, Keymark Corporation, F&F Transport, Inc., Keyano Corp., Keymark Corporation of Florida, or Kasson & Keller, Inc., together with any other now existing or future subsidiary or affiliate thereof (collectively, a "Seller"), including, any amendments, supplements, specifications, and other documents in connection therewith (collectively, "Order") for the sale of products and/or services (the "Products"). Acknowledgement of an Order, including without limitation, by beginning performance of the work called for by an Order, shall not be deemed acceptance by Seller of any Buyer general terms and conditions contained in an Order which are inconsistent with those contained herein. Any terms and conditions included by Buyer which are inconsistent with those set forth herein are expressly rejected by Seller, unless individually and expressly agreed to by Seller in writing. Buyer's acceptance of the Products (including any finishing, fabricating or other post-processing of the extrusions by Seller sold to and purchased by Buyer) shall be conclusive evidence of Buyer's acceptance of these Terms and Conditions of Sale. Any fixed metal price agreement between the parties shall govern and control with respect to the base metal price for the volume commitment set forth in such agreement.

2. Prices; Taxes. The prices and charges stated on any Seller's quote or Seller order acknowledgement ("Seller Order Acknowledgment") will be adjusted to, and the Products and other items covered by the Order will be invoiced at, the prices and charges in effect at the time of scheduled shipment under the Order. Prices set forth in Seller's quote or Seller Order Acknowledgment exclude all packaging and crating costs and any national, federal, state, provincial or local sales, excise or use taxes (if applicable). Unless otherwise provided on the face of the Order, the prices appearing therein are provided by Seller only for the delivery period shown. Buyer acknowledges and agrees that Seller does not control raw material costs including, without limitation, billet premium charges and shall be allowed to pass through such costs directly to Buyer. If Seller experiences significant increases in addition to raw material costs (e.g., metal, paint, chemicals, labor, energy or transportation costs), it may request a price increase through a written notice to Buyer that includes a reasonably detailed explanation of such increases. If Buyer and Seller are unable to reach agreement on Seller's written request within thirty (30) days after the date of Seller's notice, Seller may elect to terminate its obligations under an applicable Order for convenience without a penalty in accordance with the provisions relating to Termination set forth herein.

3. Payment. Buyer shall remit payment to Seller strictly in compliance with the payment terms specified in any Seller Order Acknowledgment. If at any time prior to completion of performance under an Order, Seller shall have reason to doubt Buyer's ability or intention to perform as required hereby, Seller may demand assurances of Buyer's ability or intention to perform and may suspend its own performance pending receipt of such assurances. Buyer's failure to provide assurances as requested may be deemed a breach of contract. Such reasonable assurance may include evidence of Buyer's financial health, including its ability to pay amounts that may come due under an Order and the provision of third-party sureties guaranteeing such payment.

If Buyer fails to pay amounts when, interest shall accrue at the higher of one and one percent (1%) per month (12% per annum) or the highest amount permitted by applicable law and Seller may, among other things impose different payment terms, require additional assurances of due payment, suspend shipment and cease production. In addition, Buyer shall reimburse Seller on demand for all costs incurred to collect amounts past due including without limitation, reasonable attorney fees, court costs and other collection costs (including any such fees related to any insolvency proceeding involving a Buyer). Buyer grants Seller a security interest in (a) all Products, (b) all equipment including, without limitation, jigs, dies, and tools that Seller acquires, develops, or constructs for use in the manufacture of Products for Buyer ("Equipment"), (c) any proceeds of the Products and Equipment, and (d) intellectual property or other rights incorporated therein, until all amounts due to Seller are paid in full. To perfect Seller's security interest, Buyer (i) shall execute documents reasonably requested from time to time, and (ii) hereby authorizes Seller to make any filings or recordation in any appropriate jurisdiction.

4. Delivery and Shipment. Seller shall use commercially reasonable efforts to fill Buyer's Order by the estimated shipping date. So long as Seller engages in such efforts, Buyer shall not be entitled to any damages relating to any Order not filled by the estimated shipping date. Seller shall be entitled to day-for-day extensions of the period of delivery for any delay outside the control of Seller (including delays caused by Buyer and by third parties, whether or not under the control of Buyer or Seller), in particular delays caused by Buyer's failure to comply with Seller's standard lead-times, incomplete/inconsistent product designs, and failure of Buyer to provide Seller with approvals in keeping with any project or critical path schedules (collectively, "Non-Seller Caused Delays"). All Products shall be packaged in accordance with Seller's standard practices which shall be in accordance with commercially reasonable practices and sufficient to ensure arrival in an undamaged condition. Buyer may reject any portion of a delivery that exceeds the quantity authorized by Buyer for shipment by more than five percent (5%). If requested by Buyer, Seller shall give notice of shipment to Buyer at the time of delivery of any shipment of Product to a carrier for transportation. Title and risk of loss shall transfer to Buyer FOB or otherwise at the point of delivery by Seller of Product to common carrier. Notwithstanding the transfer of title, Seller's lien on the unpaid Products shall continue until and unless Buyer pays in full for such Products. Seller has the right to repossess the unpaid Products unless the payment obligation is discharged in full by Buyer for the unpaid Products.

5. Materials and Equipment. Any materials (e.g., packaging materials, customized label,, etc.) and Equipment furnished by Buyer to Seller will be store by Seller to the extent necessary for use in the manufacture of Products for Buyer. All materials and Equipment shall be acquired, developed or constructed at Buyer's sole cost and shall be deemed to be Seller's property for use in connection with the manufacture of Products for Buyer. All materials and Equipment shall be acquired, developed or constructed at Buyer's sole cost and shall be deemed to be Seller's property for use in connection with the manufacture of Products for Buyer. For a period of at least thirty-six (36) months from the date of Buyer's most recent Order requiring the use of any such materials or Equipment, and (b) following Seller's exercises of its right to terminate an Order pursuant to the provisions relating to Termination set forth below following an uncured breach or default, Seller may elect to use (including, without limitation, for other customers of Seller) or dispose of such any Buyer provided materials or Equipment without liability or obligation to Buyer. Seller may, but shall not be required to, send written notice to Buyer prior to using or disposing of such materials or Equipment as provided in the preceding sentence.

6. Intellectual Property. All tangible and intangible property furnished to Seller by Buyer, and tangible property specifically paid for by Buyer and which is based on the foregoing, shall remain Buyer's property ("Buyer Proprietary Information and Property"), provided however, that to the extent that any item delivered by Seller includes any know how, trade secrets, patents, product integration techniques or other product designs created by Seller in the course of business, such intellectual property rights are retained by Seller ("Seller Proprietary Information and Property") and Buyer's rights therein are limited to that of an irrevocable limited license for the useful life of the specific Product sold by Seller to Buyer and only for its use at the location and for the application contemplated by the Order and for no other use or purpose. Notwithstanding anything to the contrary, any work product and intellectual property relating to the manufacturing or processing of the Products from aluminum or vinyl (e.g. billet composition, casting extrusion processing including extrusion die design and extrusion tooling, and aging) shall remain the exclusive property of Seller, even if developed after the parties begun doing business together. Buyer hereby provides a limited license to Seller with respect to any Buyer Proprietary Information provided to Seller in connection with the acquisition, development or construction for use of Equipment pursuant to provisions relating to materials and Equipment set forth above. Seller may use Buyer Proprietary Information and Equipment only in the performance of work for Buyer, and Buyer may use Seller Proprietary Information only to the extent of the limited license described herein and, upon Buyer's or Seller's request, the other will deliver any proprietary information and all copies thereof to the other.

Seller warrants that the Products and/or services provided or process used shall not infringe any patent, copyright, trademark, or other proprietary right of any third party or misappropriate any trade secret of any third party and Seller agrees to indemnify, defend and hold harmless Buyer Indemnitees (as defined herein) in relation to any claim of infringement. "Buyer Indemnitees" shall mean and include any of Buyer and its subsidiaries, affiliates, agents, representatives, customers and invitees and their respective officers, directors, shareholders, and employees from all costs and expenses related to any suit, claim or proceeding (excluding any and all attorneys' fees) brought against any of Buyer Indemnitees based on a claim that any service, article or apparatus, software, material, equipment, part, device or process, or any part thereof included in the Products furnished hereunder, or any device or process necessarily resulting from the use thereof, constitutes an infringement of any patent, copyright, trademark, trade secret or other intellectual property right of any third party. Buyer shall notify Seller of any such suit, claim or proceeding and give Seller authority, information, and assistance (at Seller's expense) for the defense of same, and Seller shall pay all damages and costs awarded therein. If use of such service, article or apparatus, material, equipment, part, device or process ("Infringing Material") is enjoined, Seller shall, at its own expense and at its option, either procure for Buyer (and Buyer's customer(s)) the right to continue using such article or apparatus, material, equipment, part, process or device, (or in the case of a service, Seller shall procure for Buyer (and Buyer's customer(s)) the right to continue receiving such service) or replace same with a non-infringing equivalent. Any modification to or substitute for any Infringing Material provided under this Section is subject to all of the terms and conditions herein, including, without limitation, the indemnification provisions of this Section. Notwithstanding the foregoing, (a) Buyer warrants that any components, product designs, product specification or code delivered to Seller in relation to Products or services to be performed by Seller shall not infringe any patent, copyright, trademark, or other proprietary right of any third party or misappropriate any trade secret of any third party, and (b) in no case shall Seller be obligated to indemnify Buyer under any provision of this Section

in relation to any claim of infringement which is attributable to Seller's reliance on any Buyer provided instructions and/or Seller's reliance on any Buyer Proprietary Information, and Buyer shall indemnify Seller on terms reciprocal to those set forth in the preceding provisions of this Section in the event a third party alleges that Seller has so infringed upon its intellectual property rights.

7. Confidentiality. Seller and Buyer shall keep the proprietary information and property of the other confidential and may not disclose such to any person or entity or otherwise reveal or in any manner display or demonstrate such in any public or private forum without the other's prior, express, written permission. If, with Buyer's or Seller's prior, express, written permission, the other furnishes proprietary information to any supplier or subcontractor of the other for use in performance of the Order or in relation to the limited license contemplated herein, the disclosing party shall (a) insert the substance of this Section in all Orders to such supplier or subcontractor, and (b) remain responsible hereunder for any breach by such supplier or subcontractor of this Section. Neither Seller nor Buyer shall disclose the making of any Order or display any products manufactured for Buyer that utilize, are based on or incorporate any proprietary information of the other in any advertisement, journal, magazine or other publication or on the internet or in any other medium. Neither Seller nor Buyer may use the other party's (or its affiliate's) name or logo (including any trademark of the other party) in any of its advertising or publicity material without the other's prior written consent, which may be withheld or given in such party's absolute discretion. Neither Seller nor Buyer shall not use (and shall not assist others in using) any proprietary information to engage in activity outside of the Order and the limited licenses contemplated herein.

8. Seller's Status. It is understood and agreed that Seller and the employees thereof engaged in the performance of the Order by Seller are not employees of Buyer and are not entitled to Buyer employee benefits or privileges and Seller shall pay the salaries or expenses, applicable taxes, including Social Security and unemployment benefits of such employees. Seller shall also pay any expenses normally paid by an employer in connection with its employees assigned to Buyer's account. Seller and its employees are and shall be deemed to be independent contractors at all times during its performance of the work specified in the Order.

9. Limited Warranty and Disclaimer. Except as otherwise expressly stated in a Seller Order Acknowledgment, Seller warrants to Buyer, for a period of (6) months from the date of shipment, that Product(s) supplied by Seller shall be free from defects in workmanship and material and shall conform to the descriptions and specifications, if any, set forth or incorporated by reference herein. The foregoing warranty only applies to the quality of goods at the time of delivery, and Seller makes no representation as to the durability or service life of the Product. In the event that the Products do not conform to the foregoing warranty, Buyer's sole remedy and Seller's sole obligation shall be, at Seller's discretion, the repair or replacement of the non-conforming Products. Notwithstanding anything to the contrary, the foregoing warranty shall automatically terminate once Buyer either directly or indirectly changes the mechanical properties of the Products or welds, heat treats, forms, cuts, bends or coats the Products, to the extent the defect arises from or relates to the welded, heat treated, formed, cut, bent or coated portions of the Products. In the event of any repair, the warranty period shall continue to remain fixed for the original time period and shall not be extended. This warranty is limited to Buyer and cannot be assigned or transferred. Repair or replacement in the manner described will constitute fulfillment of all of Seller's obligations with respect to the Products. Seller disclaims any other warranty, express or implied,

whether created by contract, by statute or otherwise by operation of law, including all warranties of merchantability and fitness for a particular purpose. Any implied warranty that cannot be disclaimed under applicable law shall be limited in duration to the shortest permissible time period.

10. Waiver of Damages; Limitation of Liability. SELLER SHALL NOT BE LIABLE, WHETHER IN CONTRACT, TORT OR OTHERWISE, INCLUDING STRICT LIABILITY FOR ANY SPECIAL, INCIDENTAL, INDIRECT OR CONSEQUENTIAL DAMAGES WHATSOEVER, WITHOUT REGARD TO WHETHER SUCH DAMAGES ARE FORESEEABLE, INCLUDING BUT NOT LIMITED TO DAMAGES FOR LOSS OF PROFITS OR REVENUE, LOSS OF USE OF ANY EQUIPMENT OR TECHNOLOGY, DAMAGE TO OTHER TANGIBLE PROPERTY OF BUYER, COST OF CAPITAL, COST OF DOWNTIME OR DELAYS OR CLAIMS OF CUSTOMERS.

Any claim, arising out of contract, tort or otherwise (including strict liability), at law or in equity, through Buyer, and to persons or entities claiming through Buyer, must be made within one (1) year from date of delivery and shall not exceed the price, or portion thereof, actually paid by Buyer hereunder. This provision shall survive the completion of performance under, or the earlier termination of, an Order.

11. Force Majeure. Seller shall not be liable for any delay or non-delivery caused by circumstances beyond its reasonable control, including but not limited to pandemics, declared or undeclared war, fire, flood, explosions, strike, labor trouble, labor shortages, increases in the cost of labor, expenses, accidents, breakdowns, mechanical failures of machinery or equipment, riots, acts of governmental authority, acts of God, unavoidable casualties, priorities required or requested by federal or any state government or any subdivision or agency thereof or granted for the benefit, directly or indirectly of any of them, delays, failures of and increases in cost of the usual sources of supplies of raw materials, supplies and equipment, including metal, electrical energy, chemicals and paint), delays in transportation or lack of transportation facilities, restrictions imposed by federal or state legislation, rules, regulations, orders or ordinances. In the event that any delivery is suspended or delayed or incrementally more expensive by reason of the occurrence of one or more of the above causes, at Seller's option, deliveries may be made after cessation of such causes and subject to price adjustment by Seller, and nothing herein shall excuse Buyer's obligation to pay in full for a part of the Order delivered before or after commencement of cessation of such causes(s) or cause Seller to be in default of any provision of an Order or Seller Order Acknowledgment.

12. Default. If either party believes the other is in default or breach of any duty or obligation under an Order, the non-defaulting party shall send written notice thereof to the defaulting party. The defaulting party shall have ten (10) days after delivery of such notice to cure any monetary defaults and shall have twenty (20) days after delivery of such notice to cure any non-monetary defaults. Notwithstanding the foregoing, if a non-monetary default, by its nature, cannot reasonably be cured within such 20-day period, such period shall be extended so long as the defaulting party is diligently prosecuting such cure to completion. If the defaulting party fails to remedy the default within the foregoing cure period, then the non-defaulting party may immediately terminate an Order upon written notice to the defaulting party and pursue any and all remedies available at law or in equity, except to the extent such remedies are limited herein. To the extent Seller exercises these rights, Seller may: (a) declare all amounts owing from Buyer immediately due and payable and demand cash payment with respect to all or part of any Order; (b) exercise any rights or remedies of a secured party under the Uniform Commercial Code with respect

to any of the Products or Equipment in its possession; and (c) exercise any other remedy at law or inequity to which Seller is entitled under applicable law.

13. Termination. Either party shall have the right to terminate an Order for convenience. Any termination by Buyer of an Order shall require Buyer to reimburse Seller for any and all damages reasonably incurred by Seller in connection with its performance in filling Buyer's Order as of its receipt of the notice to Buyer including, without limitation, any finished Products, safety stock, work in progress, raw materials and anticipated profit margin. Further, Seller, in its sole discretion, may immediately terminate by written notice to Buyer, without liability or further obligation if: (a) Buyer breaches its obligations an Order and fails to cure such breach within the time period set forth in provisions relating to Default; (b) Buyer fails or refuses to furnish Seller with such reasonable further assurances demanded; and (c) to the extent permitted by law, in the event of (i) Buyer's insolvency or impairment of Buyer's financial conditions (as determined by Seller in its reasonable discretion), (ii) the filing of a voluntary or involuntary petition in bankruptcy by or against Buyer, (iii) the appointment of a receiver or trustee for all or substantially all of Buyer's assets, or for Buyer generally, (iv) Buyer's execution of an assignment for the benefit of creditors, or (v) a comparable event occurring by or against Buyer. Any termination by Seller of an Order pursuant to the preceding sentence shall entitle Seller to all available damages under applicable law.

14. Indemnification. Except to the extent expressly contemplated herein, Seller shall defend, indemnify and hold harmless Buyer Indemnitees, and Buyer shall defend, indemnify and hold harmless Seller, together with its agents, employees, suppliers, subcontractors, directors and officers, from and against all liability, demands, claims, losses, costs, damages, and expenses, including but not limited to attorneys' fees, by reason or on account of: (a) property damage, death, and personal injury of whatsoever nature or kind arising out of, as a result of, or in connection with the performance of the Order that is occasioned by the negligent or willful actions or omissions of the other party or their respective suppliers or subcontractors at any tier; and/or (b) such party's breach of any of its obligations under these Terms and Conditions of Sale and/or any Order, provided that no party shall be indemnified for their (or their agent's or subcontractor's) negligent or willful action and any indemnification in such case shall be limited to Buyer's and Seller's respective percentage of causation.

15. Order of Precedence. Except as provided otherwise in a written document executed by authorized representatives of Buyer and Seller, in the event of any conflict among the provisions of the Order and any other associated documentation, the following order of precedence shall apply in interpreting the Order: (a) the text of a sales order to which the Order applies; (b) the specifications, drawings or any other supporting documentation sent with the Order; (c) any special or supplemental terms and conditions incorporated by reference in such sales order; and (d) these Terms and Conditions of Sale.

16. Disputes and Choice of Law. The parties shall attempt to amicably resolve any dispute which arises under these Terms and Conditions of Sale or any Order by engaging the appropriate representatives within each party's company. The Order shall, in all respects be interpreted, construed, and governed by and in accordance with the laws of the state of New York.

17. Non-waiver. Except as specifically contemplated herein, neither any failure nor any delay by Buyer or Seller in exercising any right, power, or privilege under any Order will operate as a waiver of such right, power, or privilege, and no single or partial exercise of any such right, power, or privilege will preclude any other or further exercise of such right, power, or privilege or the exercise of any other right, power or privilege. The waiver by Seller or Buyer of a breach of any provision of any Order will not operate or be construed as a waiver of any subsequent breach.

18. Severability. If any provision of the Order, Seller Order Acknowledgment or these Terms and Conditions of Sale is held to be unenforceable or invalid by any court of competent jurisdiction, the validity and enforceability of the remaining provisions of the Order, Seller Order Acknowledgment and these Terms and Conditions of Sale will not be affected and, in lieu of such invalid or unenforceable provision, there will be added automatically as part of the Order, Seller Order Acknowledgment and these Terms and Conditions of Sale provisions as similar in terms as may be valid and enforceable under applicable law.

19. Entire Agreement. The Order, together with such documents as are expressly incorporated by reference, is intended as a complete and exclusive expression of the parties' agreement with respect to the subject matter therein and herein and supersedes any prior or contemporaneous agreements, whether written or oral, between the parties. Each Party has full authority to enter into each applicable Order and perform its obligations therein. The Order may be executed in one or more counterparts, each of which shall for all purposes be deemed an original and all of which shall constitute the same instrument. Facsimile and PDF signatures on such counterparts are deemed originals except where Seller has indicated that it requires originals. No course of prior dealings or usage of the trade shall be relevant to determine the meaning of the Order even if the accepting or acquiescing party has knowledge of the performance and opportunity for objection. All provisions or obligations contained in the Order, which by their nature or effect are required or intended to be observed, kept or performed after termination or expiration of the Order will survive and remain binding upon and for the benefit of the parties, and their successors (including without limitation successors by merger) and permitted assigns.

20. Miscellaneous. The prevailing party in any action or proceeding for the enforcement, protection or establishment of any right or remedy under these Terms and Conditions of Sale or for the interpretation of such shall be entitled to recover their reasonable attorneys' fees and costs in connection with such action or proceeding from the non-prevailing party. The parties' consent to the jurisdiction of the state or federal courts sitting in New York over any litigation or claim brought to enforce the terms hereof or determine any rights hereunder. Any litigation or claim brought by any party relating in any way to these Terms and Conditions of Sale may be brought only in the Supreme Court of the State of New York for the County of Montgomery or in the United States District Court for the Northern District of New York. Each party acknowledges that should such party violate the provisions of these Terms and Conditions of Sale, it will be difficult or impossible to determine the resulting damage to the non-breaching party. Therefore, in the event of such a breach, in addition to any other remedies it may have, the non-breaching party shall be entitled to temporary and permanent injunctive relief to enforce the provisions hereof without the necessity of proving actual damage.

21. Amendment. The provisions of the Order may not be modified or amended except by a written instrument duly executed by both parties.

22. Jury Waiver. The parties hereto expressly release and waive any and all rights to a jury trial and consent to have any dispute heard solely by a Court of competent jurisdiction.

23. Non-Assignability. An Order, together with these Terms and Conditions, is neither transferable nor assignable by either Buyer or Seller except to (a) affiliates, subsidiaries or successors to the business of Seller to which an applicable Order relates, or (b) with the consent of the other party.