

DURASEIN® COMMERCIAL SHOWER SYSTEMS

TERMS and CONDITIONS OF SALE

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As used herein, “Company” means Relang International, LLC, a Delaware limited liability company, and “Products” mean Durasein® brand shower pans, wall panels, trim, and accessories as defined and more specifically identified herein. Each sale of Products is made pursuant to and is subject to the terms and conditions set forth below (“Terms and Conditions”). COMPANY HEREBY RESERVES THE RIGHT TO REVISE THESE TERMS AND CONDITIONS FROM TIME TO TIME IN ITS SOLE DISCRETION. COMPANY SHALL POST ON THIS WEBSITE AT LEAST 30 DAYS PRIOR TO THE EFFECTIVE DATE FOR ANY CHANGES A REVISED VERSION OF THESE TERMS AND CONDITIONS. CUSTOMER SHOULD CHECK THESE TERMS AND CONDITIONS PRIOR TO PLACING AN ORDER TO IDENTIFY ANY REVISED AND/OR ADDITIONAL TERMS AND CONDITIONS. BY SUBMITTING A PURCHASE ORDER, CUSTOMER AGREES TO EACH AND EVERY ONE OF THESE TERMS AND CONDITIONS. DO NOT SUMBIT A PURCHASE ORDER UNLESS YOU AGREE TO EACH OF THE MOST RECENT VERSION OF THESE TERMS AND CONDITIONS.

Products. Standard Products (as generally offered to the public by the Company) shall be manufactured in accordance with specifications and dimensions set by Company (as Company may revise and/or supplement the same from time to time in its sole discretion). The current dimensional drawings and Durasein® Solid Surface Shower System Specifications are available at www.duraseinusa.com/showersystem. Company shall manufacture customized versions of the Products (“Custom Products”) in accordance with these Terms and Conditions and pursuant to Customer-supplied drawings and/or measurements. Company shall not validate or endorse the Product or field dimensions as provided by Customer, and is not responsible for the accuracy of any such information provided by Customer. Products may require field scribing and trimming at the time of installation. In such event, Customer shall be responsible for all such costs. Products are manufactured to a dimensional tolerance of +/- 1/8”.

Pricing and Payment Terms. A price schedule of the current list prices for the Products can be obtained by contacting Company at 866-509-6494 or info@duraseinusa.com. Unless otherwise agreed in writing by Company, the prices for the Products as stated on each Sales Order shall be the list price(s) for the same. The list price(s) do not include packaging, handling, or freight unless otherwise indicated on the Sales Order. Packing, handling, and freight shall be quoted and invoiced as a separate line item. Prices as stated on the Sales Order are subject to change after 90 days. Payment terms are net 30 days, invoiced on delivery, unless other terms are agreed to by Company in writing. NO PURCHASE ORDER SHALL BE BINDING ON COMPANY UNLESS IT IS CONFIRMED BY COMPANY THROUGH A WRITTEN CONFIRMATION.

Shipping. Company shall deliver the Products or cause the Products to be delivered to the Customer-designated location. Unless otherwise indicated on a Sales Order, Company shall pay

all costs and expenses of freight, transportation, taxes (including without limitation sales, use, export and import), insurance, and all other costs and expenses incurred to transport the Products to Customer. Customer has the option to arrange for shipping from the Company ship-point. If Customer chooses this option, Customer is responsible for all costs and expenses of freight, transportation, taxes, insurance, and all other costs and expenses incurred to transport Products to Customer. Shipping dates are estimates only. Changes in the shipping schedule requested by Customer may result in an increase in the price of the Products.

Cancellation and Returns. Orders for Products in stock may be cancelled prior to shipment, or returned subsequent to delivery. Canceled orders and returns are subject to a 15% restocking charge. Customer is responsible for shipping costs for any returns to Company-designated ship-to location.

Custom Products and Special Orders. Special order Products and/or Custom Products shall be made to the Customer's order and cannot be cancelled or returned. Customer is required to pay a 50% deposit when placing a Purchase Order for such Products unless otherwise agreed to by the Company. Customer is responsible for payment in full of the remaining order balance for such Products after being invoiced by Company.

Title and Risk of Loss. Until the purchase price and delivery costs for the Products have been paid to Company, title to the Products purchased, notwithstanding delivery, shall remain with Company. After the Products have been delivered FOB Destination, the risk of loss, destruction or damage to the Products and liability for all other taxes, charges, and expenses of any kind not referenced herein automatically shall transfer to Customer. If Customer arranges for shipping, the risk of loss, destruction or damage of the Products, and liability for all other taxes, charges, and expenses automatically shall transfer to Customer.

Nonconforming Products. Customer is obligated to examine the Products upon delivery for completeness and obvious malfunctioning (sight inspection). Customer shall promptly inform Company of any obviously missing Product and/or obvious defects, and shall return such faulty Products to Company for replacement or credit, as determined by Company, at Company's expense. Customer may not knowingly sell any faulty Products. Customer must notify Company in writing within five business days after delivery of any nonconforming Products or any deficiencies or shortages, otherwise all such claims shall be deemed waived by Customer. Unless Company otherwise agrees in writing, Customer shall have no right to withhold payment or to adjust the amount of payment to Company because of any such claim, the sole remedy of Customer being replacement of the nonconforming or defective Products, which remedy shall be in lieu of Customer's right to consequential damages or any other remedy available under applicable laws; provided, however, that: (i) Company shall have no obligation to replace any such Products if Customer is in default under any agreement between Customer and Company, and (ii) the foregoing bar on withholding payment and limitation of liability shall have no application if Company shall fail to replace any nonconforming or defective Products within a commercially reasonable time after notice thereof. Any Products delivered to Customer but not accepted shall be held and stored by Customer in a commercially reasonable manner, and Company shall be given a reasonable amount of time to recover such Products at Company's expense.

Product Warranty. Company hereby warrants to the Products to be free of manufacturing defects. The Products must be fabricated and installed in accordance with the Durasein[®] Fabrication and Installation guidelines, and used and maintained in accordance with instructions provided by Company. Company at its sole option will repair or replace, such products if it fails due to any manufacture defect during the first ten years from the date of initial installation, with necessary and reasonable labor charges. All repairs or replacements hereunder are to be performed by Company or its designated agents. Although Company shall make its best effort to repair or replace with the best possible color match to the original as possible, Company cannot guarantee the exact color in the event of repair or replacement. This warranty excludes the following:

- Minor conditions such as stains, scratches, water spots and burns, which due to the unique properties of the Products may be corrected by techniques specified in Company's care & maintenance instructions;
- Failure to comply with Company's instructions including fabrication, installation, care, maintenance and/or related issued;
- Any Products moved from their original place of installation;
- Failure or dissatisfaction with appearance of joints or seams, or of any adhesive, caulk or other accessory items;
- Color variation from the sample;
- Failure caused by other substructure support;
- Misuse;
- Abuse (including physical or chemical);
- Improper installation or maintenance;
- Damage caused by extreme heat;
- Damage caused by an act of nature such as fire, flood, earthquakes, etc.;
- Workmanship of any fabricator or installers;
- Damages from other than manufacturing defect; and
- Normal wear and tear

Samples are representative of the Products' characteristics and are not an exact replication of the materials to be received. This does not affect the Products' performance. The Customer must advise Company or its designated agent in writing of a Product's defect prior to the expiration of the warranty period. The Customer must also furnish to Company or its designated agent the name and address of the original fabricator and installer. This warranty is NOT transferable. This warranty is issued to the original Customer (meaning the owner at the time of purchase of the structure into which Product was installed) and expires upon transfer of ownership of the structure. A purchase receipt or other proof of date of original purchase will be required before warranty service is rendered. Company neither assumes nor authorizes any person or company to assume for Company any other obligations or liability in connection with the Products.

Waiver of Consequential Damages. In no event shall Company be liable for any special, incidental, indirect, or consequential damages arising under tort, contract, strict liability or any other legal theories, including, without limitation, loss of profit or revenue, downtime costs, loss of use of the Products or costs for any substitute Products. This waiver shall remain in full force and effect despite failure of Company's efforts to replace defective Products pursuant to these terms and conditions. Customer understands Company's waiver of liability for consequential damages is part of a bargain to lower the price of the Products, and Customer understands the price

of the Products would be higher if Company was required to bear the risk of consequential damages.

LIMITATION OF LIABILITY. UNLESS OTHERWISE EXPRESSLY STATED IN WRITING BY COMPANY, COMPANY HEREBY DISCLAIMS ANY AND ALL WARRANTIES WITH REGARD TO SERVICES, INCLUDING ALL IMPLIED WARRANTIES OF MERCHANTABILITY AND/OR FITNESS FOR A PARTICULAR PURPOSE. Company's liability for all claims of any kind arising under these Terms and Conditions, the Products or any Sales Order shall be limited solely to money damages and shall not exceed the amount paid under the applicable Sales Order. Company shall not be liable for, and is excused from, any failure to perform or delay in the performance of its obligations hereunder due to causes beyond its control, including without limitation, interruptions of power or telecommunications services, failure of its suppliers or subcontractors, acts of nature, governmental actions, fire, flood, natural disaster or labor dispute.

Miscellaneous. No failure of Company to pursue any remedy resulting from a breach of these Terms and Conditions by Customer shall be construed as a waiver of that breach, nor as a waiver of any subsequent or other breach or relinquishment of any rights hereunder unless such waiver is signed and in writing. If any provision of these Terms and Conditions shall be invalid, illegal or unenforceable in any respect, such a provision shall be considered separate and severable from the remaining provisions hereof, and the validity, legality or enforceability of any of the remaining provisions hereof shall not be affected or impaired by such provision in any way. Sales Orders shall not be assigned by Customer, in whole or in part, without the express written consent of Company. This Agreement shall be construed in accordance with the laws of the State of Maryland and enforced only in Maryland. This Agreement shall be interpreted in accordance with the plain meaning of its terms and not strictly for or against either of the Parties. In the event of any dispute with respect to this Agreement, the prevailing Party shall be entitled to reasonable attorney's fees and other costs and expenses incurred in resolving such dispute. All notices required under this Agreement shall be directed to the addresses as set forth in the Sales Order. These Terms and Conditions and the Sales Order constitute the whole agreement between the Company and Customer and supersede and cancel any and all previous agreements, understandings or negotiations, whether oral or written, between them relating to the sale of the Products. This Agreement may be executed in counterparts via original or facsimile signatures, and the counterparts when taken together shall constitute a complete agreement.

Any dispute hereunder that cannot be amicably resolved by the Company and Customer shall be submitted to binding arbitration in Baltimore, Maryland before a single arbitrator appointed by Judicial Arbitration and Mediation Service ("JAMS") (or if such entity no longer exists, then by its successor entity or a similar national organization designed to facilitate alternative dispute resolution proceedings) under the then-existing Streamlined Arbitration Rules and Procedures of JAMS as applied to commercial disputes and the decision of the arbitrator shall be final and binding upon both parties. Company and Customer hereby agree that Maryland is a suitable forum to resolve any dispute hereunder and submit to the jurisdiction of the federal and state courts located therein.