

1. STANDARD TERMS AND CONDITIONS. These “**Standard Terms and Conditions**” (or, collectively with the sections of the Proposal (hereinafter defined), the “**Agreement**”) constitute an offer by Robinson’s Aluminum, Inc., a Florida corporation (“**RA**”) to sell to that party (the “**Purchaser**”) named in the proposal previously provided (the “**Proposal**”), those products and services described in the Proposal, (along with any additional invoices related to the project associated with the Proposal, regardless of whether the project increases or decreases in scale or scope) (the “**Offerings**”), for that price and payment frequency as described in the Proposal (the “**Price and Payment Frequency**”). The Offerings are explicitly defined and detailed in the Proposal. Any change to the Offerings must be made in writing by mutual assent from both the Purchaser and RA (the “**Parties**”). This is not an acceptance by RA of any offer made by Purchaser, and is expressly conditioned upon Purchaser’s agreement to these Standard Terms and Conditions. Acceptance of the Proposal and these Standard Terms and Conditions may be completed in a multitude of fashions, including but not limited to the following: 1) By the submittal to RA of any purchase order, whether verbal, written, or otherwise or 2) the allowance of RA to begin performance of the Offerings, including any verbal representation to order any product or any allowance of RA at the Purchaser’s location. No additional terms or conditions shall be binding upon RA unless specifically agreed to in writing.
2. PAYMENT TERMS. Purchaser shall pay the purchase price (the “**Purchase Price**”) to RA in accordance with the language as set forth in the Proposal.
3. TERM AND TERMINATION. The length of this Agreement (the “**Term**”) shall be as defined in the above section of the Proposal titled “**Term.**” Agreements which are payable in monthly or quarterly installments may be terminated at any time upon written Notice to RA, provided that such written notice includes the payment for one additional time period.
4. WARRANTIES
 - a. IMPLIED WARRANTIES: RA AND ITS AGENTS EXPRESSLY DISCLAIM ALL WARRANTIES AND CONDITIONS, INCLUDING **IMPLIED WARRANTIES AND CONDITIONS OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE**, TITLE, NON-INFRINGEMENT, AND THOSE ARISING BY STATUTE OR OTHERWISE IN LAW OR FROM A COURSE OF DEALING OR USAGE OF TRADE. SOME STATES DO NOT ALLOW THE DISCLAIMER OF IMPLIED WARRANTIES, SO THIS WARRANTY DISCLAIMER MAY BE LIMITED IN ITS APPLICABILITY TO YOU.
 - b. RA shall not be responsible for any deficiencies in the Offerings due to adjustments or changes to the Offerings made by persons other than RA. In the event that any changes are made by parties other than RA to any Offering provided under these Standard Terms and Conditions, RA disclaims any and all warranties, express or implied, associated with the Offerings.
 - c. The products sold as part of the Offerings may or may not have a warranty related to them. No representation as to any manufacturer warranty is made by RA. Information about manufacturer’s warranties may be available from RA. If RA has the information, RA would be glad to provide the information to you. Please contact RA for that information.
5. TIME, FORCE MAJEURE
 - a. RA’s ability to execute and complete the Offerings in a timely fashion is expressly contingent upon the timely performance by the Purchaser of all Purchaser’s related obligations. If Purchaser fails to perform in timely fashion and if RA is therefore unable to perform the Services in a timely fashion, RA shall not be liable to Purchaser for such delays.
 - b. If the performance of Services by RA is prevented, impacted, delayed, or otherwise made impracticable by reason of any strike, riot, fire explosion, flood, or any other cause beyond the control of RA, RA is excused from such performance to the extent that is prevented, impacted, or delayed by such causes. Upon the occurrence of such an event, RA shall use its reasonable efforts to notify Purchaser of the nature and extent of any such conditions and/or delays.
6. INTELLECTUAL PROPERTY. All intellectual property, including but not limited to the design elements, software, trademarks, processes, ideas, patents, and copyrights (collectively, the “**Intellectual Property**”) developed in accordance with or as a result of the Offerings, are the intellectual property of RA. Purchaser disclaims any and all claims as to ownership, in any form or fashion, no matter the term, of the Intellectual Property. Further use of any Intellectual Property for any applications outside of the scope of the Offerings is expressly prohibited.
7. LIABILITY
 - a. RA’s liability as it relates to the Offerings shall be limited to repair, replacement, or adjustment of the purchase price, and, with respect to the other performances of this contract by RA, shall be limited to that portion of the contract price associated with the underperforming item.
 - b. RA shall not be subjected to any other liabilities or obligations, whether arising out of breach of contract, warranty, tort (including negligence and strict liability) or other theories of law, with respect to the products sold or services rendered by RA, or any undertaking, acts or omissions relating thereto. RA specifically disclaims any liability for property or personal injury damages, penalties, special or punitive damages, damage for loss of use of products or any associated equipment, cost of capital, cost of substitute products, facilities or services, down time, shutdown or slowdown costs, or for any other type of economic loss, and for claims of purchaser’s Purchasers or any third party for any such damage. RA shall not be liable for and specifically disclaims all consequential, incidental and contingent damages whatsoever.
 - c. To the extent that any party other than Purchaser brings a claim, whether via lawsuit or simply by demanding payment or other compensation, against RA for any action or omission related to the Offerings, then RA shall have the option to either 1) demand that the cost and procedure for defending any such dispute is to be handled directly by Purchaser at Purchaser’s sole expense, or 2) defend such claim itself and receive payment by Purchaser on a monthly basis for any and all costs associated with such defense, including any settlement amount which is reached. In either situation, RA shall have the ability to make the final decision to settle any such claim on its own accord and in its sole and absolute discretion, not subject to any review, approval, or consideration of Purchaser’s best interests, as, at that point, Purchaser’s best interests are likely adverse to RA’s best interests.
8. NOTIFICATION OF PROBLEMS. Purchaser has superior knowledge, as compared with RA, about problems associated with the Offerings. Early notification of problems to RA results in an ability to solve the problem quickly and avoid issues which may be expounded upon if Purchaser does not immediately notify RA. Therefore, Purchaser has an obligation to Notify RA immediately upon Purchaser’s recognition of any negative issues related to the Offerings.
9. CONFIDENTIAL INFORMATION AND MATERIALS. Purchaser acknowledges and agrees that all data, documents, materials, drawings and information, including ideas, concepts, know-how, methods, techniques, structures and processes developed by or provided by RA in either written, oral, magnetic, photographic, optical or other form and whether now existing or developed or created during the term of the engagement described herein (the “**Confidential Information**”) are proprietary to Company and are highly sensitive in nature. During the Term of this Agreement, Purchaser will have access to the Confidential Information. Purchaser agrees to take the following steps to preserve the confidential and proprietary nature of the Confidential Information:
 - a. *Nondisclosure.* During and after the Term of this Agreement, Purchaser will not use, disclose or otherwise permit any person or entity access to any of the Confidential Information without the

- prior written approval of RA. Purchaser understands that Purchaser is prohibited from selling, licensing or otherwise exploiting any products or services (including software in any form) which embody, in whole or in part, any Confidential Information.
- b. *Prevent Disclosure.* Purchaser will take all reasonable precautions to prevent disclosure of the Confidential Information to unauthorized persons or entities.
 - c. *Return All Materials.* Upon termination of this Agreement for any reason whatsoever, Purchaser will deliver to RA, within five (5) business days, all tangible materials embodying the Confidential Information, including any documentation, records, listings, notes, data, sketches, drawings, memoranda, models, accounts, reference materials, samples, machine-readable media and equipment which in any way relate to the Confidential Information. Purchaser further agrees not to retain any copies of any of the above materials.
10. **ASSIGNMENT.** Except as may be otherwise provided herein, these Standard Terms and Conditions shall be binding upon and inure to the benefit of the parties and their respective successors and assignees.
 11. **HEADINGS.** The headings in these Standard Terms and Conditions are intended solely for convenience of reference and shall be given no effect in the construction or interpretation of these Standard Terms and Conditions.
 12. **GOVERNING LAW.** These Standard Terms and Conditions shall be governed by and construed under Florida law, without regard to conflict of laws principles.
 13. **MEDIATION; EXCLUSIVE JURISDICTION AND VENUE.** If any disagreement or conflict arises pursuant to these Standard Terms and Conditions, the Proposal, or the relationships discussed herein, then the parties hereto agree to schedule a mediation and to mediate with a licensed Florida mediator prior to any lawsuit. Such mediator shall be selected by RA. If Purchaser disagrees with the choice of the mediator, then Purchaser shall give RA three (3) options of an alternative mediator, from which RA may choose one (1). If thirty (30) days have passed since mediation and the parties have still not fully resolved the matter, then a suit may be filed. RA and Purchaser hereto consent and agree, with respect to any claim or cause of action, whether in law or equity, including specific performance, arising under or in any way relating to these Standard Terms and Conditions, including any acceptance thereof, to the exclusive jurisdiction of, and venue in, Polk County, Florida, or if in federal court, in the Middle District of Florida, Tampa Division. Each party hereto waives any objection based on forum non conveniens and waives any objection to venue of any action instituted hereunder.
 14. **NO THIRD PARTY BENEFICIARIES.** These Standard Terms and Conditions is intended and agreed to be solely for the benefit of the parties hereto and their permitted successors and assigns, and no other party shall be entitled to rely on these Standard Terms and Conditions or accrue any benefit, claim, or right of any kind whatsoever pursuant to, under, by, or through these Standard Terms and Conditions.
 15. **WAIVERS.** Compliance with the provisions of these Standard Terms and Conditions may be waived only by a written instrument specifically referring to these Standard Terms and Conditions and signed by the party waiving compliance. No course of dealing, nor any failure or delay in exercising any right, shall be construed as a waiver, and no single or partial exercise of a right shall preclude any other or further exercise of that or any other right.
 16. **NOTICE.** Any notices sent pursuant to these Standard Terms and Conditions or related to the subject matter hereof shall be made via Federal Express, UPS, Certified U.S. Mail, Return Receipt Requested, or other standard courier service which includes a system for determining when such item was sent and when it was received. The addresses used for such notice are as set forth in the Proposal.
 17. **TIME PERIODS.** Any action required hereunder to be taken within a certain number of days shall be taken within that number of calendar days; provided, however, that if the last day for taking such action falls on a weekend or a holiday, the period during which such action may be taken shall be automatically extended to the next business day.
 18. **NO STRICT CONSTRUCTION.** The language used in these Standard Terms and Conditions will be deemed to be the language chosen by the parties hereto to express their mutual intent, and no rule of strict construction will be applied against either party.
 19. **MODIFICATION.** No supplement, modification or amendment of these Standard Terms and Conditions shall be binding unless made in a written instrument which is signed by all of the parties and which specifically refers to these Standard Terms and Conditions.
 20. **ATTORNEYS' FEES.** If any legal action or other proceeding is brought for the enforcement of these Standard Terms and Conditions or the Proposal, or because of an alleged dispute, breach, default, or misrepresentation in connection with any of the provisions of these Standard Terms and Conditions or the relationship defined herein, then the successful or prevailing party or parties, as determined by a court of competent jurisdiction, will be entitled to recover reasonable attorney fees and other costs incurred in that action or proceeding, in addition to any other relief to which they may be entitled.