

PURCHASE ORDER TERMS AND CONDITIONS

AMG & Associates, Inc. ("Buyer") and Seller, identified on the front of this Purchase Order form, agree to the following terms and conditions which are made a part of and incorporated in this Purchase Order:

1. General: The contract between Seller and Buyer is embodied in the terms and conditions of this Purchase Order, together with any supplemental documents, specifications, drawings, notes, instructions or technical data referred to herein. This Purchase Order becomes a valid contract, incorporating all of the terms and conditions herein, upon acceptance of the Purchase Order by the Seller, unless Seller gives notice of different terms and conditions within five (5) calendar days of receipt of this Purchase Order. Seller accepts and shall be bound by the terms of this Purchase Order when it dates, signs and returns an acknowledgement copy of this Purchase Order or by commencing performance hereunder. This Purchase Order becomes a valid contract, incorporating all of the terms and conditions herein, upon acceptance of the Purchase Order by the Seller, unless Seller gives notice of different terms and conditions within five (5) calendar days of receipt of this Purchase Order.

2. Modification: This Purchase Order expressly limits acceptance to the terms and conditions stated herein. No variations in any of the prices, quality, quantity, specifications or other terms and conditions of this Purchase Order, irrespective of the wording of Seller's acceptance, nor any additional or different terms proposed by Seller, will be effective without Buyer's written consent.

3. Quantities: Quantities shown in the Purchase Order are approximate and subject to revision, in Buyer's discretion, without change to the unit price.

4. Licenses and Permits: If performance of this Purchase Order requires any license or other permit to be issued in the state or country of shipment and/or origin, the Purchase Order shall be conditional upon such license or other permit being available at the proper time. The cost of any such licenses or permits is the responsibility of Seller, and said costs are included in the price stated herein.

5. Compliance with Contract Documents and Applicable Laws: Seller guarantees that all equipment, materials, labor or services furnished under this Purchase Order ("Product") shall be in strict accordance with the contract documents, plans and specifications, current as of the date of this Purchase Order, and are of merchantable quality, fit for their intended purpose, new, free of defects and damage and shall produce ratings, capacities and characteristics specified in the contract documents, plans and specifications. No variations therefrom will be acceptable except upon the written consent of Buyer. Any variation by the Product shall entitle Buyer to reject any or all of the Product described in the Purchase Order or any modifications thereof. The Product shall comply with all applicable laws, including but not limited to all building and safety codes, laws and ordinances. Seller shall be responsible for all claims, injuries, costs and damages incurred or sustained by anyone as a consequence of any defect or deviation from the requirements of the Product described in the contract documents, plans and specifications, current as of the date of this Purchase Order, unless such deviations have been consented to in writing by Buyer.

6. Samples and Mock-ups: If the contract documents call for samples and mock-ups, Seller will provide them at no increase in the Purchase Order price.

7. Approval of Submittals No Waiver: All Product supplied by Seller will comply with the requirements of the contract documents, plans and specifications. Buyer's approval of Product submittals will not excuse this requirement unless the submittal clearly, obviously and explicitly discloses the particular portions of the submittal that deviate from the requirements of the contract documents, plans and specifications.

8. Warranty and Correction: For the period of time set forth in the contract documents, plans or specifications, and after acceptance by the owner, Seller will, at the request of Buyer, owner, tenant, or purchaser of the project, at Seller's own expense, promptly correct, repair or replace any defective Product. If no period for correction is specified in the contract documents, plans, or specifications, then the period for correction, repair or replacement of defective Product shall be not less than twelve (12) months from date of owner's acceptance of the entire project into which the Product is incorporated.

9. Measurement and Fitting: Seller shall make measurements both from the contract documents, plans and specifications, current as of the date of this Purchase Order, and in the field to ensure that all Product furnished pursuant to this Purchase Order shall fit within the available spaces therefore, and shall not exceed the weight, or any other limitations shown therein. Product that does conform will be promptly replaced or modified by Seller at Seller's expense.

10. Drawings and Operating Manuals: Seller shall furnish current catalogs, submittal data, owner's and operations manuals, shop drawings, if required by Buyer, and any other documentation that is required by the contract documents, plans or specifications. If Seller is required to execute affidavits or certifications incidental to the furnishing of the Product under this Purchase Order, copies of same shall be furnished to Buyer immediately upon execution.

11. Delivery: Delivery of each shipment shall be made as directed by Buyer. Seller shall notify Buyer as to the time required to make shipment and meet delivery date(s) or schedule(s) upon acceptance of this Purchase Order. Before shipping Product, Seller shall obtain approval by telephone from Buyer for delivery. Seller shall not deliver material without a minimum of 24 hours notice to Buyer.

12. Picketing: In the event of picketing at the job site, Seller will follow the instructions of Buyer as to delivery and unloading of Product.

13. Risk of Loss: Seller shall bear the risk of loss of or damage to Product until delivery to and written acceptance by Buyer.

14. Packaging, Protection and Storage: Seller shall supply adequate protective packaging, shall comply with any special packaging instructions set forth in this Purchase Order, shall protect Product from damage and inclement weather and shall provide proper storage, all within the Purchase Order price.

15. Withdrawal and Termination: This Purchase Order may be withdrawn at any time prior to Seller's written acceptance thereof or upon Seller's failure to deliver conforming Product. Buyer may also terminate this Purchase Order for its own convenience as to Product that has not yet been shipped, at any time, by reasonable notice to Seller and the Purchase Order price will be adjusted accordingly.

16. Invoices and Statements: Each invoice must reference this Purchase Order number. Shipping tickets and/or packing slips must show in detail items shipped and must accompany all deliveries. Discount dates will be calculated from the date an acceptable invoice or Product is received by Buyer, whichever is later. No charges will be accepted for crating, boxing, cartage, storage or like services unless otherwise agreed by Buyer in writing. All sales, use, excise and/or similar taxes to be paid by Buyer must be itemized separately on all invoices. All delivery charges will be itemized separately on all invoices. Itemized statements must be

submitted monthly.

17. Payment: Seller shall not invoice Buyer for Product shipped prior to the required delivery date. All Product received on or after the 25th of the month will not be invoiced prior to the first day of the following month. Seller understands that all payments to Seller will be made only from a special fund and a specific source, namely, from payments made by owner or tenant. No payment will be made to Seller until that fund comes into existence. The timing of Buyer's payment to Seller shall be conditioned upon Buyer's receipt of funds from owner or tenant and Buyer shall make payments to Seller within ten (10) days after receipt by Buyer of payment for Product. Seller expressly agrees that Buyer shall have a reasonable amount of time to collect sums from owner for Product delivered by Seller and Seller agrees that such reasonable amount of time shall be not less than six (6) months from when payment was otherwise due. In the event that Buyer is engaged in litigation, arbitration or alternative means of dispute resolution against the owner or tenant with regard to Products supplied by Seller and sums owing therefore, Buyer's obligation to pay Seller shall be deferred until thirty (30) days following the conclusion of such litigation, arbitration or alternative means of dispute resolution. Seller shall charge no interest, carrying charge or late charges without advance written consent of Buyer. Buyer shall retain from progress or other payments hereunder ten percent (10%) of the amount due until final completion or acceptance of the project and shall release such retention to Seller within ten (10) days after Buyer's receipt of final retention from the owner or tenant.

18. Releases: No payment will be made until Seller has furnished all necessary material and labor lien waivers, in a form approved by Buyer and owner, and all affidavits or other documents required to keep the owner's premises free from liens, claims or charges arising out of the fulfillment of this Purchase Order.

19. Indemnity: Seller agrees to fully indemnify, defend (with attorneys acceptable to Buyer) and hold Buyer, owner, or the tenants thereof harmless against all claims, liability, loss, damages, and expenses, including attorneys' fees and court costs, actually or allegedly caused or contributed to by any defect in Product, delay in furnishing Product, breach of contract, negligent or wrongful act of Seller. This indemnity shall be enforceable even if Buyer is partly at fault, and regardless of whether Buyer's negligence was active or passive. However, Seller will not indemnify Buyer for loss determined by a trier of fact, to be occasioned by the sole negligence or willful misconduct of Buyer.

20. Insurance Certificates: Seller agrees to furnish certificates of insurance and additional insured endorsements if such are specifically required by the contract documents noted on the front of this Purchase Order form, without any cost to Buyer.

21. Return of Product: Buyer reserves the right to return all non-conforming or excess Product to Seller, at Seller's expense. If Seller does not make suitable arrangements for the return of the such Product within a reasonable time, Buyer shall be relieved of further responsibility therefore, and Seller shall have no claim against Buyer for losses, damage or shrinkage thereof.

22. Offsetting Accounts: Buyer may offset against the price of this Purchase Order the amounts of any obligations of Seller to Buyer, whether arising out of this or any other project.

23. Assignment: Any assignment by Seller or subletting of the rights or obligations arising under this Purchase Order shall be void unless consented to by Buyer, in writing.

24. Attorneys' Fees: Should Buyer be required to retain and compensate legal counsel to enforce its rights under this Purchase Order, Buyer shall be entitled to award and reimbursement of its attorneys' fees incurred, whether or not litigation is commenced. In the case of litigation, Buyer shall be entitled to award of reasonable attorneys' fees and costs as an element of cost in the suit.

25. Substitutions: No substitution will be permitted without the written consent of Buyer. If Seller proposes any substitution, Seller guarantees that the substitution is equal in quality, capacity, durability, ease of maintenance and ease of installation to the Product originally specified.

26. Inspection and Testing: All necessary testing, inspection and approval of materials are to be provided and coordinated by Seller at no additional charge to Buyer. Buyer may inspect and test Product at any time. Seller will facilitate Buyer's inspection and testing at the factory, in the warehouse, on the road, and in the field.

27. Patents: Seller shall protect, indemnify and hold harmless Buyer and the ultimate user against any and all liability, loss or expense by reason of any claim, action or litigation arising from any alleged or actual infringement of any patent, copyright or trademark, foreign or domestic, resulting from the use of the Product.

28. Changes: Buyer, by written order, may delete Product to be supplied under this Purchase Order, and the Purchase Order price will be equitably reduced. Buyer may order an increase in Product to be supplied at the unit prices stated in the Purchase Order. If no unit prices are stated, Seller will promptly, at the request of Buyer, quote prices and Buyer will promptly accept or reject the quote.

29. Delay: If Seller does not deliver Product timely in accordance with the requirements of this Purchase Order, Seller, understands that Buyer's work will be disrupted and delayed, and Seller will pay Buyer any damages sustained as a result. In event of any delay in delivery of Product, Buyer may also incur liability to the owner of the project, and in that event, Seller will indemnify Buyer against such damages.

30. Time is of the Essence: Time is of the essence of this Purchase Order.

31. Severability: Should any term, condition or provision of this Purchase Order be deemed unenforceable or void, then the remainder of this Purchase Order shall be in full force and effect and shall not be rendered void.

32. Dispute Resolution: In lieu of, or prior to litigation, Buyer and Seller shall endeavor to settle disputes by mediation in accordance with the Construction Industry Mediation Rules of the American Arbitration Association, currently in effect, unless the parties mutually agree otherwise. Any dispute which cannot be resolved between the parties shall be resolved through litigation in a court of competent jurisdiction (i.e., Superior or Municipal) of the State of California. Venue for any such legal action concerning this Purchase Order shall be the County of Los Angeles.

33. Governing Law: This Purchase Order shall be deemed entered into in Los Angeles, California and shall be governed and construed in accordance with the laws of the State of California.