

LOWE'S COMPANIES, INC. and its wholly-owned subsidiaries

PURCHASE ORDER TERMS AND CONDITIONS

1. ACCEPTANCE. This order may be accepted by prompt shipment of conforming goods or written notification of acceptance of order. Order refusal must be communicated in writing to Lowe's. By accepting, vendor agrees to North Carolina law and, for any disputes, courts having venue in Iredell County (state courts) or the Western District of North Carolina (federal courts).

The Suppliers power of acceptance is expressly limited to acceptance of the condition of purchase stated herein.

ATTENTION: It is Lowe's understanding that the acceptance of this Purchase Order by the Supplier with respect to prices, modes of payment and other services are made available to all competing customers on proportionately equal terms. If this is not the case, Lowe's requests that this Purchase Order be not accepted until said Supplier is in full compliance with pertinent provisions of the Clayton Act, the Robinson-Patman Act and the Federal Trade Commission Act.

2. INVOICES AND PACKING SLIPS. Invoice must be mailed with bill of lading or express receipt immediately after each shipment. Packing slip must accompany each shipment.

3. QUALITY AND INSPECTION. Lowe's reserves the right to inspect all shipments after delivery to Lowe's and to reject any material(s) which may be defective or not in accordance with specifications as to quality or performance, or which does/do not otherwise conform to this purchase order.

4. PATENTS, TRADEMARKS AND COPYRIGHTS. Supplier warrants that there has been no violation of copyrights, of trademarks or of patent rights in manufacturing, producing, or selling the goods shipped or ordered and Supplier agrees to hold Lowe's harmless from any and all liability, loss, or expense occasioned by any such violation.

5. NON-PERFORMANCE. Time is of the essence of this order. Lowe's reserves the right to cancel this order or any portion thereof if delivery or performance is not made within specified time.

6. PRICE. Except with our prior Agreement, this order must not be shipped or invoiced at prices higher than those shown herein.

7. FAIR LABOR STANDARDS ACT. Supplier will insert a certificate on all invoices submitted in connection with this order stating that the goods covered by the invoice were produced in compliance with the requirements of the Fair Labor Standards Act of 1938, as amended, including Section 6, 7, 12, and regulations and orders issued under Section 14 thereof.

8. SHIPPING INFORMATION. Please notify Lowe's at once if any shipments against the order will be made in the name of another manufacturer or distributor.

9. WARRANTIES. Supplier expressly warrants that all goods furnished hereunder will conform to all specifications furnished and are fit and sufficient for the purpose intended, are merchantable, are of good material and workmanship and are free from defects. Supplier agrees to indemnify, defend and hold harmless, Lowe's, employees and customers against any and all claims, demands and suits which may be brought against them or any of them alleging personal injury, property damage or other damage which is incident to or grows out of Suppliers failure to comply with all applicable laws, rules, regulations or orders or which results directly or indirectly from Suppliers acts or omissions in the manufacture, sale or delivery of the goods purchased hereunder or from defects in workmanship or materials or failure of Supplier to comply with specifications of goods.

10. All merchandise shipped hereunder F.O.B. shipping point, or F.O.B. destination will be at Suppliers risk until Lowe's actually takes delivery and possession of the merchandise and Lowe's assumes no liability for loss or damage occurring prior to taking actual delivery and possession of the merchandise.

11. On all invoices subject to discount, the discount period will be calculated from date correct invoice is received in this office or from date of delivery of shipment at destination, whichever is later.

12. Any purchase order transmitted to the Supplier (i.e., fax, e-mail) will not be signed by Lowe's Procurement Agent, but will be considered a valid and legal purchase order subject to these purchase order terms and conditions.