

ASSOCIATED MATERIALS, LLC

PURCHASE TERMS AND CONDITIONS

As used herein, "Supplier" includes supplier or vendor under any purchase order or other procurement document, or a person from whom a quotation or offer is issued to Customer. "Supplier" shall also include its subsidiaries and affiliates; "Customer" includes Associated Materials, LLC and its subsidiaries and affiliates. Supplier and Customer hereby agree as follows:

1. SERVICES AND DELIVERABLES.

Supplier agrees to provide the products (the "Products") as described in any quotation, offer and/or sale made by Supplier; any agreement, purchase order, scope of work, change order, or any other agreement accepted by Customer; or any other document entered into or delivered in connection therewith (as applicable, a "Purchase Order") in accordance with such Purchase Order and with these Purchase Terms and Conditions ("Terms"). These Terms apply in lieu of any course of dealing between the parties or usage of trade in the industry.

In the event these Terms conflict with any of the terms and conditions affixed to or referenced in the Purchase Order, invoice or other document issued by Supplier, these Terms shall govern, and Customer's order is expressly conditioned upon Supplier's acceptance of these Terms, irrespective of whether Supplier accepts these conditions by a written acknowledgment, by implication, or acceptance and fulfillment of Customer's order. Customer's failure to object to provisions contained in any communication from Supplier shall not be deemed a waiver of the provisions herein.

2. DELIVERY.

Supplier acknowledges that all terms as to the quantity, quality, specifications, and time of delivery are material elements of any Purchase Order and must be strictly complied with. Time is of the essence. Delivery of Products shall be made pursuant to the delivery schedule, via the carrier and to the place specified on the face of the applicable Purchase Order. Customer reserves the right to return all Products received in advance of the delivery schedule, and applicable shipping charges to such return shall be at the expense of the Supplier. If no delivery schedule is specified, the order shall be filled promptly. If no method of shipment is specified in the Purchase Order and the prices of the Products does not include freight and delivery, Supplier shall use the least expensive carrier. In the event Supplier fails to deliver the Products within the time specified, Customer may, at its option, decline to accept the Products and terminate the applicable Purchase Order or return all or any portion of the Products, at Supplier's sole cost and expense, all without waiver of any claim Customer may have for Supplier's breach including the right to damages and to cancel any other Purchase Order between Customer and Supplier. Supplier shall package all items in suitable containers to permit safe transportation and handling.

3. INSPECTION, RISK OF LOSS AND DESTRUCTION OF GOODS.

Products shall be subject to inspection and acceptance or rejection by Customer after delivery, notwithstanding prior payment. Customer shall have a reasonable time after receipt of Products to inspect them for conformity hereto. Customer may charge Supplier the expense of unpacking, examining, repacking, storing and reshipping any Products found defective or not in conformity with these Terms or any Purchase Order. In addition to any other rights under these Terms or any Purchase Order including, without limitation, any right to damages, Customer may require Supplier to replace any item which Customer is entitled to reject hereunder or grant a full refund or credit to Customer in lieu thereof. Supplier assumes all risk of loss until receipt by Customer. Title to the Products shall pass to Customer upon receipt and approval by it of the Products at the designated destination.

4. PRICING; PAYMENT.

As full consideration for the delivery of the Products and the assignment of rights to Customer as provided herein, Customer shall pay Supplier (i) the amount agreed upon and specified in the applicable Purchase Order, or (ii) Supplier's quoted price on date of shipment (for Products), whichever is lower. Supplier shall invoice Customer for all Products actually delivered. Unless otherwise specified in the Purchase Order, any taxes required by law to be included in the price, and other charges such as shipping costs, duties, customs, tariffs, imposts and government imposed surcharges shall be stated separately on Supplier's invoice. All personal property taxes assessable upon the Products prior to receipt by Customer of Products conforming to the Purchase Order shall

be borne by Supplier. Supplier will receive no royalty or other remuneration on the production or distribution of any products developed by Customer or Supplier in connection with or based on the Products provided. Each invoice submitted by Supplier must be provided to Customer within ninety (90) days of delivery of Products and must reference the applicable Purchase Order, and Customer reserves the right to return all incorrect invoices. Customer will receive a two percent (2%) discount of the invoiced amount for all invoices that are submitted more than ninety (90) days after delivery of the Products. Payment is made when Customer's check is mailed or electronically processed. Payment shall not constitute acceptance.

If Customer gives Supplier reasonable proof that another supplier has offered to sell Customer a product of similar performance and quantity as the Products for a price which is less than the price of the Products, then Supplier shall, within fifteen (15) days after receiving such proof (a) reduce the price of the Products to meet the competitive price; or (b) allow Customer to purchase the product offered by the other supplier and adjust accordingly the obligations of Customer to purchase the Products hereunder accordingly, including crediting Customer as having purchased such products in such quantities from Supplier for purposes of pricing hereunder.

Supplier agrees that the price for the Products will be at least as low as Supplier's best prices to other similarly situated customers for the same or substantially similar products. If Supplier offers lower prices to any other such customer for the same or substantially similar product, then Supplier shall reduce Customer's prices effective as of the date such lower costs were first offered to such other customer. Within 30 days of the last day of each year within this contract term, Supplier's financial officer will certify in writing that Supplier has strictly complied with these obligations during the period.

5. CANCELLATION.

Except as may be otherwise provided in any Purchase Order, Customer may, at any time, for any reason in Customer's sole discretion, whether or not Supplier is in default, cancel a Purchase Order in whole or in part by written notice to Supplier. Upon receipt of such cancellation notice, Supplier will immediately stop work, and to the extent specified in such notice, cancel all orders and subcontracts that relate to the cancelled order. Customer will pay Supplier for all finished Products accepted by Customer, as well as for the verified, documented costs to Supplier of work in process and material allocated to the cancelled order that is not in excess of any prior authorization by Customer. This provision shall not apply to items or materials that are otherwise saleable or usable standard items or materials. Payment made under this Section shall constitute Customer's only liability to Supplier for cancellation hereunder. The provisions of this Section will not apply to any cancellation by Customer based upon Supplier's default, or for any other cause recognized by law or specified in any Purchase Order.

6. REPRESENTATIONS AND WARRANTIES.

6.1. Products. Supplier shall furnish to Customer Supplier's standard warranty and service guaranty applicable to the Products. Supplier further warrants that all Products delivered will (a) be new and will not be used or refurbished; (b) comply with all specifications, descriptions or samples furnished or specified by Customer; (c) be of merchantable quality; (d) be free from defects, including latent defects; (e) be of good material and workmanship; (f) be fit and sufficient for the usual and ordinary purposes for which they are intended; and (g) comply with all applicable federal, state and local laws, rules, regulations, orders and ordinances for a period of fifteen (15) months from the date of delivery to Customer or for the period provided in Supplier's standard warranty covering the Products, whichever is longer. Supplier hereby agrees that, if applicable, it will make spare parts available to Customer for a period of five (5) years from the date of shipment at Supplier's then current price, less applicable discounts. Supplier also warrants that Customer will receive good and valid title to the Products, free and clear of all liens and encumbrances. Supplier also warrants that the Products do not infringe on any patent rights, copyrights, moral rights, rights in proprietary information, database rights, trademark rights, and other intellectual property rights (collectively, "Intellectual Property Rights") of another party. Additionally, Products purchased shall be subject to all written and oral express warranties made by Supplier's agents, and to all warranties implied by applicable law. All warranties shall be construed as conditions as well as warranties and shall not be exclusive and shall survive payment and acceptance by Customer. All warranties shall run both to Customer and to its customers.

If Customer identifies a warranty problem with the Products during the warranty period, Customer will promptly notify Supplier of such problems and will return the Products (if practicable) to Supplier at Supplier's expense. Within five (5) business days of receipt of the returned Products, Supplier shall, at Customer's option, either repair or replace such Products, or credit Customer's account for the same. Replacement and repaired Products shall be warranted for the remainder of the warranty period or six (6) months, whichever is longer. Without limiting Section 14 below, in the event that return of the Products is not practicable because the Products have been incorporated into other products or otherwise used in the course of Customer's business, Customer's remedies shall include the indemnification provisions set forth in Section 10 below.

6.2. Compliance with Laws. Supplier shall comply fully with all applicable international, federal, state and local laws, regulations, rules, orders and ordinances in the performance of the Purchase Order and these Terms including, but not limited to, all applicable employment, tax, export control, international economic sanctions and environmental laws and regulations. Supplier further represents that neither it nor any of its subcontractors will utilize child, slave, prisoner or any other form of forced or involuntary labor, or engage in abusive employment or corrupt business practices, in the supply of goods or provision of services under any Purchase Order, including but not limited to the U.S. Foreign Corrupt Practices Act ("FCPA"). Supplier is in compliance with all laws that prohibit payments to improperly influence domestic and foreign government officials and employees in violation any anti-corruption laws or international anti-corruption standards. Specifically, Supplier has not and will not (a) directly or indirectly give, pay, promise or offer to pay, or authorize the giving or payment of money, benefit or any other thing of value to or for the benefit of any government official, employee or candidate (or any family member of such individuals; or to any person or entity while knowing or having reason to believe that some portion or all of the payment or thing of value will be given, paid, promised or offered to, or will be passed on by an intermediary to such individuals), or political party, regardless of form or amount, to obtain favorable treatment in obtaining, facilitating, or retaining business or to pay for favorable treatment already secured, or as consideration for cooperation, assistance, exercise of influence, or to secure a vote regarding a measure; or (b) accept or receive any unlawful contributions, payments, gifts or expenditures.

7. INDEPENDENT CONTRACTOR.

Supplier is an independent contractor for all purposes, without express or implied authority to bind Customer by contract or otherwise. Neither Supplier nor its employees, agents or subcontractors are agents or employees of Customer. Supplier shall be responsible for all costs and expenses incident to performing its obligations under the Purchase Order and shall provide Supplier's own supplies and equipment.

8. SUPPLIER RESPONSIBLE FOR TAXES AND RECORDS.

Supplier shall be solely responsible for filing the appropriate federal, state and local tax forms and paying all such taxes or fees, including estimated taxes and employment taxes, due with respect to Supplier's receipt of payment under the Purchase Order. Supplier further agrees to provide Customer with reasonable assistance in the event of a government audit. Customer shall have no responsibility to pay or withhold from any payment to Supplier under the Purchase Order, any federal, state or local taxes or fees.

9. INSURANCE.

Supplier shall be solely responsible for maintaining adequate health, auto, workers' compensation, unemployment compensation, disability, general liability, including product liability, and other insurance, as is required by law or as is the common practice in Supplier's trade or business, whichever affords greater coverage, and in amounts sufficient to cover all claims under any Purchase Order. Upon request, Supplier shall provide Customer with certificates of insurance or evidence of coverage before commencing performance under the Purchase Order.

10. INDEMNITY.

Supplier shall indemnify, hold harmless, and defend Customer, its officers, directors, customers, agents and employees, from and against all actions or claims (regardless of the merits thereof), liabilities, damages, losses and expenses, including attorneys' fees and cost of suit arising out of or in any way connected with Products provided under the Purchase Order, including without limitation: (a) any death or injury to any person, or damage to or destruction of any property; (b) any product recalls; (c) failure to comply with the provisions of these Terms or the Purchase Order; (d) the act or omission of any

of Supplier, Supplier's vendor, subcontractor or anyone acting directly or indirectly under Supplier's direction or control or on Supplier's behalf; (e) any alleged infringement or infringement of Intellectual Property Rights of another Party or the use of any Product that allegedly infringes or infringes upon any applicable law or regulation, or Intellectual Property Rights of another party; and (f) any misrepresentation or breach of any representation, agreement or covenant by Supplier made or contained in a Purchase Order or these Terms. Supplier shall not settle any such suit or claim without Customer's prior written approval. Supplier agrees to pay or reimburse all costs that may be incurred by Customer in enforcing this indemnity, including attorneys' fees and disbursements. Customer's damages will include without limitation, the cost to replace the Products covered by a Purchase Order and any special, incidental, indirect, exemplary or consequential losses, damages or expenses, including without limitation, those resulting from loss of time, loss of savings, loss of profits or loss of goodwill, and any other claims made by Customer's customers, whether foreseeable or unforeseeable.

If Customer's use, or use by its distributors, subcontractors or customers, of any Products purchased from Supplier is enjoined, threatened by injunction, or made the subject of any legal proceeding, Supplier shall, at its sole cost and expense, either (w) substitute other fully equivalent Products; (x) modify the Products so that they are no longer infringing, enjoined or otherwise challenged, but remain fully equivalent in functionality; (y) obtain for Customer, its distributors, subcontractors or customers the right to continue using the Products; or (z) if none of the foregoing is possible, refund all amounts paid for the Products.

11. ALTERATION OF PRODUCT

From time to time, Customer may modify or change the standards and specifications of the Product. Customer shall notify Supplier in advance of all proposed changes to the Product's standards and specifications to allow reasonable time for disposition of the change.

In the spirit of continuous improvement Supplier may present value-engineered cost improvement opportunities through change of the Product's standards and specifications. Supplier shall consult with Customer on all Product specifications, raw material, and critical process changes. All changes shall be controlled through a formal written change notice process. Supplier shall not substitute any Product, specifications, raw material, or critical process without Customer's prior written authorization. If Supplier changes the Product's standards or specifications without prior written authorization, Customer shall be entitled to recoup from Supplier all associated expenses related to the unauthorized change.

12. OWNERSHIP OF WORK PRODUCT.

For purposes of these Terms and any Purchase Order, "Work Product" shall include, without limitation, all designs, discoveries, creations, works, devices, masks, models, work in progress, inventions, products, computer programs, procedures, improvements, know-how, developments, drawings, notes, documents, business processes, information and materials made, conceived or developed by Supplier alone or with others which result from or relate to the Products provided hereunder and all right, interest and title in and to the foregoing. Standard Products manufactured by Supplier and sold to Customer without having been designed, customized or modified for Customer do not constitute Work Product. All Work Product shall at all times be and remain the sole and exclusive property of Customer. Supplier hereby agrees to irrevocably assign and transfer to Customer and does hereby assign and transfer to Customer all of its worldwide right, title and interest in and to the Work Product including all associated Intellectual Property Rights. Customer will have the sole right to determine the treatment of any Work Product, including the right to keep it as a trade secret, execute and file patent registrations on it, use and disclose it without prior patent application, file registrations for copyright or trademark in its own name or follow any other procedure that Customer deems appropriate. Supplier agrees: (a) to disclose promptly in writing to Customer all Work Product in its possession; (b) to assist Customer in every reasonable way, at Customer's expense, to secure, perfect, register, apply for, maintain, and defend for Customer's benefit all Intellectual Property Rights in and to the Work Product in Customer's name as it deems appropriate; and (c) to otherwise treat all Work Product as Customer Confidential Information as described below. These obligations to disclose, assist, execute and keep confidential survive the expiration or termination of the Purchase Order. All tools and equipment supplied by Customer to Supplier shall remain the sole property of Customer.

Supplier will ensure that individuals involved in making, conceiving and developing the Work Product appropriately waive any and all claims and assign

to Customer any and all Intellectual Property Rights or any interests in any Work Product or original works created in connection with a Purchase Order, including all inalienable rights (such as moral rights). Supplier irrevocably agrees not to assert against Customer or its direct or indirect customers, assignees or licensees any claim of any Intellectual Property Rights of Supplier affecting the Work Product. Customer will not have rights to any works conceived or reduced to practice by Supplier which were developed entirely on Supplier's own time without using equipment, supplies, facilities or trade secret or Customer Confidential Information, unless (y) such works relate to Customer's business, or Customer's actual or demonstrably anticipated research or development, or (z) such works result from any Products produced by Supplier for Customer.

13. NONINTERFERENCE WITH BUSINESS.

During and for a period of two years immediately after the termination or expiration of a Purchase Order, Supplier agrees not to unlawfully interfere with the business of Customer in any manner, and further agrees not to solicit or induce any employee or independent contractor to terminate or breach an employment, contractual or other relationship with Customer.

14. TERMINATION; REMEDIES.

Customer may terminate a Purchase Order for any reason upon thirty (30) days' written notice to Supplier. Customer shall pay Supplier for those conforming Products delivered to Customer through the date of termination, less appropriate offsets. Supplier shall cease to provide Products under the Purchase Order on the date of termination specified in such notice.

Supplier may terminate the Purchase Order upon written notice to Customer if Customer fails to pay Supplier any amounts not reasonably in dispute within sixty (60) days after Supplier notifies Customer in writing that payment is past due.

Upon the expiration or termination of the Purchase Order for any reason: (a) each party will be released from all obligations to the other arising after the date of expiration or termination, except for those which by their terms survive such termination or expiration as well as any other provision that, in order to give proper effect to its intent, should survive such expiration or termination; and (b) Supplier will promptly notify Customer of all Customer Confidential Information or any Work Product in Supplier's possession and, at the expense of Supplier and in accordance with Customer's instructions, will promptly (i) deliver to Customer all such Customer Confidential Information and/or Work Product, or (ii) destroy all such Customer Confidential Information and certify in writing to Customer that it has complied with the requirements of this clause.

The rights and remedies of Customer under the Purchase Order and these Terms are cumulative and not exclusive of any rights or remedies to which Customer is entitled by law. The exercise by Customer of any singular right or remedy will not preclude Customer from exercising any other right or remedy under any Purchase Order or these Terms or to which Customer is otherwise entitled by law.

Supplier acknowledges and agrees that the obligations and promises of Supplier under a Purchase Order are of a unique nature giving them particular value, and that Supplier's breach of any of the promises contained in the Purchase Order will result in irreparable and continuing damage to Customer for which there will be no adequate remedy at law. In the event of such breach, Customer will be entitled to seek injunctive relief or specific performance without any requirement to post a bond or other security, and without any requirement to prove actual damages or that monetary damages will not afford an adequate remedy.

15. FORCE MAJEURE.

A party shall not be liable for any failure to perform an obligation hereunder (including failure by Customer to take delivery of the Products) caused by circumstances beyond its control which make such performance commercially impractical including, but not limited to, acts of God, fire, flood, or acts of war (a "Force Majeure Event"). Supplier's financial inability to perform, changes in cost or availability of materials, components, or services, market conditions or supplier actions, or contract disputes will not excuse performance by Supplier under this Section 15. In addition to its other rights under the Purchase Order, these Terms or applicable law, during any Force Majeure Event, Customer may, at its option, (a) purchase substitute products from other sources without liability to Supplier; or (b) require Supplier to provide substitute products from other sources in quantities and at a time requested by Customer and at the prices for the Products under the Purchase Order or these Terms.

16. LIMITATION OF LIABILITY.

IN NO EVENT SHALL CUSTOMER BE LIABLE TO SUPPLIER OR SUPPLIER'S EMPLOYEES, AGENTS AND REPRESENTATIVES, OR ANY THIRD PARTY FOR ANY INCIDENTAL, INDIRECT, SPECIAL OR CONSEQUENTIAL DAMAGES ARISING OUT OF, OR IN CONNECTION WITH, THE PURCHASE ORDER OR THESE TERMS, WHETHER OR NOT CUSTOMER WAS ADVISED OF THE POSSIBILITY OF SUCH DAMAGE.

17. NOTICES.

All notices and other communications hereunder shall be in writing and addressed to Supplier or to an authorized Customer representative, and shall be considered given when (a) delivered personally, (b) sent by confirmed facsimile or electronic email with confirmed response, (c) sent by commercial overnight courier, or (d) three (3) days after having been sent, postage prepaid, by first class or certified mail. All notices to Customer shall include a copy to Alok K. Gupta, Esq., General Counsel, Associated Materials, LLC, 3773 State Road, Cuyahoga Falls, OH 44223, agupta@associatedmaterials.com.

18. CONFIDENTIALITY

This Section 18 shall apply unless there is a confidentiality agreement between Customer and Supplier in effect, in which case the terms and conditions of such confidentiality agreement shall supersede the terms and conditions set forth in this Section. Upon the expiration or earlier termination of such confidentiality agreement, this Section 18 will apply for the remainder of the term of this Agreement.

Any Customer Confidential Information (as defined below) acquired by Supplier in connection with its performance under the Purchase Order shall be kept confidential by Supplier during and following termination or expiration of the Purchase Order. "Customer Confidential Information" includes, but is not limited to, all information, whether written or oral, in any form, including without limitation, information relating to the research, development, products, methods or manufacture, trade secrets, business plans, customers, vendors, finances, personnel data, Work Product (as defined herein) and other material or information considered proprietary by Customer relating to the current or anticipated business or affairs of Customer which is disclosed directly or indirectly to Supplier. In addition, Customer Confidential Information means any third party's proprietary or confidential information disclosed to Supplier in the course of providing Products to Customer. Customer Confidential Information does not include any information (a) which Supplier lawfully knew without restriction on disclosure before Customer disclosed it to Supplier, (b) which is now or becomes publicly known through no wrongful act or failure to act of Supplier, (c) which Supplier developed independently without the use of Customer Confidential Information, as evidenced by appropriate documentation, or (d) which is hereafter lawfully furnished to Supplier by a third party as a matter of right and without restriction on disclosure. In addition, Supplier may disclose Customer Confidential Information which is required to be disclosed pursuant to a requirement of a government agency or law so long as Supplier provides prompt notice to Customer of such requirement prior to disclosure.

Supplier agrees not to copy, alter, or directly or indirectly disclose any Customer Confidential Information except to Supplier's employees, agents and representatives who (i) have a need to know, (ii) are informed by Supplier of the confidential nature of Customer Confidential Information, and (iii) are subject to confidentiality provisions no less restrictive than those set forth herein. Supplier shall use no less than the degree of care and means that it uses to protect its own information of like kind, but in any event not less than reasonable care to prevent the disclosure or unauthorized use of Customer Confidential Information.

Supplier further agrees not to use Customer Confidential Information except in the course of performing hereunder and will not use such Customer Confidential Information for its own benefit or for the benefit of any third party. The mingling of Customer Confidential Information with information of Supplier shall not affect the confidential nature or ownership of the same. Supplier agrees not to design or manufacture any products which incorporate Customer Confidential Information without Customer's prior written consent. All Customer Confidential Information is and shall remain the property of Customer. Upon Customer's written request, Supplier will promptly (y) deliver to Customer all such Customer Confidential Information and/or Work Product, or (z) destroy all such Customer Confidential Information and certify in writing to Customer that it has complied with the requirements of this clause.

19. GENERAL.

19.1. Assignment; Waiver. Supplier may not assign the Purchase Order or assign, delegate or subcontract any of its rights or obligations under the Purchase Order without the prior written consent of Customer. Any assignment or transfer without such written consent shall be null and void. Upon any valid assignment, the Purchase Order shall inure to the benefit of, and be binding upon, the successors and assigns of Customer without restriction. A waiver of any default of any term or condition of the Purchase Order shall not be deemed to be a continuing waiver or a waiver of any other default or any other term or condition. Notwithstanding anything to the contrary herein, Customer may assign a Purchase Order without the consent of Supplier in connection with a sale, transfer or assignment of all or a majority of Customer's assets or stock to a successor entity, whether by merger, consolidation, acquisition or other transaction, and in any such transaction, Customer shall be released from liability hereunder.

19.2. Severability. If any provision of the Purchase Order or these Terms shall be deemed to be invalid, illegal or unenforceable, the validity, legality or enforceability of the remaining provisions shall not in any way be affected or impaired thereby.

19.3. Governing Law. These Terms, any Purchase Order, and any purchase of Products shall be construed in accordance with, and disputes shall be governed by the laws of the State of Delaware, excluding its conflict of law rules. The Courts of the State of Delaware shall have jurisdiction and venue over all controversies arising out of, or relating to, a Purchase Order or these Terms. The applicability of the UN Convention on Contracts for the International Sale of Goods is hereby expressly waived by the parties and it shall not apply to any Purchase Order or these Terms.

19.4. Entire Agreement; Modification. These Terms, together with any Purchase Order (and any other document, agreement or instrument as may be executed in connection with any Purchase Order) and any confidentiality agreement between Customer and Supplier, are the complete, final and exclusive statement of the terms of the agreement between the parties regarding the subject matter hereof and supersede any and all other prior and contemporaneous negotiations and agreements, whether oral or written, between them relating to the subject matter hereof. Customer hereby expressly reserves the right at any time and from time to time to revise, amend, modify, alter or supplement these Terms by publishing such revision, amendment, modification, alteration or supplement on its website at www.associatedmaterials.com.

19.5. No Third-Party Beneficiaries. The parties do not intend to confer any benefits on any person, firm, corporation or other entity, other than Supplier or Customer, as a result of these Terms or any Purchase Order.

19.6. Legal Expenses. The prevailing party in any legal action or proceeding arising out of a Purchase Order or these Terms shall be entitled, in addition to any other rights and remedies it may have, to reimbursement for its expenses, including court costs and reasonable attorneys' fees and disbursements.