

J & A COIL SALES ACCOUNT AGREEMENT

DATED: _____

BETWEEN: Alpine Building Materials, LLC, an Oregon limited liability company, dba J & A Coil Sales ("Supplier")

AND: _____ ("Purchaser")

This account agreement covers all purchases of goods and services purchased by Purchaser from Supplier.

1. Purchases. Purchaser, from time to time may buy goods and services from Supplier and request Supplier to ship goods or provide services to Purchaser prior to Supplier receiving payment for the goods or services. In all such instances Supplier shall deliver to Purchaser an order confirmation, which may consist of a computerized data transfer for the relevant purchase of goods or provision of services and said order confirmation shall set forth the description of the goods or services and the specific terms for payment.

2. Prices. Orders for immediate shipment will be billed at the price in effect on the date the order is received. Orders specifying future dated shipments will be billed at the price on the date of the shipment unless other prior written arrangements have been made and accepted in accordance with the terms and conditions of this agreement. Such prices are subject to change without notice.

3. Cancellation. Once an order is accepted by Supplier, the Purchaser may cancel any portion of the order prior to shipment, if and only if, the cancelled items are coming from Supplier's stock of goods. Non-stock items are non-cancelable and non-refundable once an order is accepted.

4. Payment. Payment by Purchaser of Supplier's invoice is due according to the terms on the invoice. Payments more than thirty (30) days overdue will accrue interest at the rate of 1.75% per month until fully paid. Supplier may credit partial payments to interest first and then to principal.

5. Warranty of Authority. The person executing and delivering this agreement on behalf of Purchaser represents and warrants that such person is duly authorized by Purchaser to do so and that the execution and delivery of this agreement is the lawful and voluntary act of Purchaser.

6. Additional Terms and Conditions of Sale. All other aspects of the sale or provision of services between Supplier and Purchaser shall be subject to the following terms and conditions.

6.1 Advance information concerning the date of shipment is an estimate only. In any event, Supplier reserves the right to cancel or extend time for delivery in the event performance is rendered not practical, not viable, or not feasible by reason of fire, flood, epidemic, strike, delays of carriers, or delays and/or inability to deliver from Supplier's source, or other cause beyond Supplier's control.

6.2 Disclaimer of Warranties. Supplier does not manufacture, make, or design the products we sell. As such, Supplier does not assume any liability for the products sold, and makes no representations or warranties, either expressed or implied, on the suitability of materials. All implied warranties of suitability for a particular purpose are specifically disclaimed. The Purchaser also assumes all risk whatsoever resulting from the use of the materials purchased, whether used singly or in combination of other substances or applications. Supplier makes no representation or warranty of any kind not appearing herein or not otherwise furnished to Purchaser in writing. Supplier makes no warranty as to merchantability of material described herein or as to its fitness for any purpose or any other warranty arising by operation of law. In no event will Supplier be liable for any claim or demand against it by Purchaser or any other party for any special, indirect, economic, incidental, or consequential damages, including but not limited to damages resulting from anticipated sales, lost business opportunities, or interruption of business, regardless of whether Supplier knows or is advised of the possibility of such damages. The sole and exclusive remedy of Purchaser shall be the repair or replacement of goods or, at Supplier's sole option, refund of the purchase price on goods, and liability of Supplier with respect to any sale or anything done in connection herewith, whether in contract, in tort, under warranty, or otherwise, shall not exceed the price of the goods on which such liability is based.

6.3 In the event Purchaser issues a purchase order or other form relating to the goods to be purchased with terms and/or conditions which conflict with this Agreement, Purchaser agrees that such purchase order or form is issued for purposes of the Purchaser's internal use only and does not modify the terms and conditions of this Agreement. Any changes to this Agreement require the written approval of Supplier, and no sales or service representative of Supplier is authorized to provide such approval.

6.4 Any alteration of the goods shipped hereunder, whether by treatment or otherwise, without Supplier's prior written consent, shall void all representations, guaranties, or warranties of Supplier.

6.5 Purchaser shall pay freight, unless prepaid, and unload shipments promptly. Any increase in freight rates and all demurrage shall be borne by Purchaser. Delivery to carrier at the point of origin shall constitute delivery and pass title to Purchaser and thereafter the shipment shall be at Purchaser's risk. Shipments will be loaded as directed and approved by carrier, and all claims for loss or damage in transit must be filed with the carrier by Purchaser.

6.6 Any change of tariff affecting transportation rates or charges prior to shipment shall be paid for by Purchaser.

6.7 In the event of any complaint, shipment shall be held intact and written specification of the complaint, complete with an itemized list of objectionable materials, shall be submitted directly to supplier within thirty (30) days, or the claim shall be deemed waived. Under no circumstances is material to be returned to Supplier unless Purchaser has written permission of Supplier to do so. Claim of defect in materials herein described shall not entitle Purchaser to deduct any sum from the invoice therefore, unless such claim has been allowed, such invoice shall be paid in full in accordance with the terms of sale. In the event of subsequent allowance of any such claim, Supplier shall promptly make cash payments to Purchaser for the amount so allowed. Whenever the Purchaser suspects, notices or is aware of a potential defect the following procedures must be strictly followed:

A. Notify Jerry Jones with Supplier as soon as possible (within 7 days at the latest) by calling 888-219-8451. In addition to the verbal notification, Supplier must receive from Purchaser a written claim within seven days after first discovering the alleged defect, stating the nature of the claim, approximate quantity involved, and the end use thereof. No claim will be honored on material that has been replaced, repaired or altered before Supplier has been given the opportunity to inspect.

B. Grade or defect complaints may be made on material only when they are in the form in which they were manufactured. Any change in manufacturing or working waives Supplier's responsibility with regard to grade complaints. Defective material that is already installed will be replaced provided:

- (i). Installation was done properly and material was not subject to excessive wetting, handling abuse or inadequate protection.
- (ii). Supplier was notified properly in accordance with subparagraph A, herein.
- (iii). Purchaser can clearly established that the material was supplied by Supplier.

C. Supplier shall have the right to inspect any allegedly defective material. Supplier will make every effort to inspect alleged defective material as soon as possible. Upon inspection, if the material is found not to be defective or items 1 and 2 are not followed, then the full cost of the inspection must be borne by the Purchaser, including time and expenses of Supplier personnel.

D. In case of a complaint involving tally, the entire shipment must be held intact for re-tallying by a Supplier representative. When the complaint relates to grade, size, working, or other defect and does not involve tally, the Purchaser is required to accept the portion which is of proper working, size, or grade, holding intact the portion in question.

E. Upon determination of defective material, Supplier will replace that portion of the shipment F.O.B. the original delivery location.

F. Failure to comply with Supplier's claim procedures:

- (i). Acts as Purchaser's acceptance of any product which would otherwise be subject to a claim.
- (ii). Forfeits the right of Purchaser to make a claim and relieves Supplier of the obligation to recognize any claim.

G. Complete and timely compliance with Supplier's claim procedure:

- (i). Acts as Purchaser's rejection of any product subject to the claim
- (ii). Acts as an acceptance of any product not subject to claim
- (iii). Creates an obligation of the Purchaser to keep and maintain, as a prudent administrator, the product subject to claim.

6.8 Errors in the extension of quantity of items or in the extension of prices, in any order or invoice, are subject to correction.

6.9 Supplier shall have the right to increase or decrease the quantity specified by Purchaser provided such quantity does not vary more than ten percent (10%) from the quantities requested.

6.10 If this Agreement is placed in the hands of an attorney for collection, Purchaser promises and agrees to pay to Supplier, or Supplier's successor-in-interest, reasonable attorney fees and collection costs, even though no suit or action is filed hereon. If any legal proceeding is brought to enforce or interpret the terms of this agreement, the prevailing party shall recover reasonable attorney fees and expert witness fees, reasonable costs of discovery deposition and other costs and expense of litigation, if any, in addition to costs and disbursements recoverable by law. The foregoing provision shall apply at trial or on appeal therefrom. The venue for any and all disputes shall be Lane County, Oregon, USA. This Agreement is governed by the laws of the state of Oregon, without regard to conflict of laws.

6.11 Purchaser's orders are subject to shipments being withheld or, at the option of the Supplier, cancelled if the financial condition of Purchaser is such as to give Supplier, in its sole judgment, reasonable grounds concerning Purchaser's ability to perform its obligations hereunder.

6.12 Purchaser grants Supplier a purchase money security interest pursuant to the UCC in all products and goods Purchaser acquires from Supplier, together with all documents relating to the acquisition of said products and other goods,

including all proceeds therefrom and products thereof, to secure all existing or hereafter arising indebtedness of Purchaser to Supplier. Purchaser hereby authorizes Supplier to execute on behalf of Purchaser any documents necessary to perfect Supplier's security interest or to continue perfection of Supplier's security interest without further authorization from Purchaser. Supplier may, at any time, file this document, or a copy thereof, as a financing statement.

6.13 Supplier reserves the right at any time to suspend credit or to change credit terms provided herein, when in its sole discretion Purchaser's financial condition so warrants. In such case, in addition to any remedies herein or provided by law, cash payment or satisfactory security from Purchaser may be required by Supplier before shipment. Failure to pay an invoice when due shall render all other amounts due by Purchaser to Supplier immediately due and payable. Supplier may withhold all subsequent deliveries until Purchaser's account is paid in full. Supplier's acceptance of less than full payment shall not be a waiver of any of its rights. No cash discount will be allowed on payments made by trade acceptances, notes, securities, postdated checks, etc. and such method of payment must be first approved in writing by Supplier.

6.14 This document contains the entire agreement between the parties and supersedes all prior oral or written agreements and understandings.

6.15 In the event a portion of this Agreement is declared invalid, then the remaining portions thereof shall remain in full force and effect.

Purchaser:

Supplier

Company Name

J & A Coil Sales

Print Your Name

Title

Print Name

Title

Signature

Signature