

TERMS AND CONDITIONS

Following are the terms and conditions (the "Terms") governing the purchase of any and all products and other items (individually, a "Product" and collectively, the "Products") from Famous Industries, Inc. d/b/a Heating and Cooling Products Company, Famous Enterprises, Inc. and their respective subsidiaries, divisions and/or affiliates (collectively, "HCP"), including without limitation, the purchase of Products by written order, telephone, EDI, facsimile, in-person, electronic mail, from HCP's website or mobile site (collectively, the "Site"), or any other mode or medium of order and/or purchase. Please read the Terms completely before purchasing any Products, as your purchase of the Products constitutes your acknowledgement and unconditional agreement to be bound by the Terms. **THE TERMS COMPRISE A LEGAL AGREEMENT BETWEEN YOU ("CUSTOMER", "YOU" OR "YOUR") AND HCP** (the "Agreement").

HCP may change the terms and conditions at any time and from time to time. Placement of orders and/or purchases following any such change constitutes your unconditional agreement to follow and be bound by the changed terms.

DISCLAIMER OF WARRANTIES

HCP WARRANTS THAT THE PRODUCTS MANUFACTURED BY HCP WILL BE IN CONFORMITY TO THOSE APPLICABLE WRITTEN SPECIFICATIONS PROVIDED BY HCP. HCP'S LIABILITY, AND CUSTOMER'S EXCLUSIVE REMEDY, FOR ANY CLAIMS ARISING OUT OF THE LIMITED WARRANTY PROVIDED HEREIN FOR PRODUCTS MANUFACTURED BY HCP SHALL BE LIMITED TO REPLACEMENT OR REPAIR OF NONCONFORMING PRODUCTS OR, AT HCP'S OPTION, THE PAYMENT OF AN AMOUNT NOT TO EXCEED THE PURCHASE PRICE PAID BY CUSTOMER FOR SUCH NONCONFORMING PRODUCTS. THE FOREGOING WARRANTY AND REMEDIES ARE EXCLUSIVE AND IN LIEU OF ALL OTHER WARRANTIES AND REMEDIES WHATSOEVER.

THE ABOVE WARRANTY DOES NOT EXTEND TO ANY PARTS, MATERIALS OR PRODUCTS NOT MANUFACTURED BY HCP. ALL PRODUCTS WHICH ARE NOT MANUFACTURED BY HCP ARE COVERED, IF AT ALL, SOLELY BY THE SPECIFIC MANUFACTURERS' WARRANTIES, IF ANY. CUSTOMER, AT CUSTOMER'S EXPENSE, IS RESPONSIBLE FOR COMPLYING WITH ALL TERMS OF ANY SUCH MANUFACTURER WARRANTIES, INCLUDING WITHOUT LIMITATION, COMPLETION AND RETURN OF ANY AND ALL REGISTRATION MATERIALS.

TO THE FULLEST EXTENT PERMITTED BY LAW, THE PRODUCTS, THE SITE AND ALL CONTENTS OF THE SITE ARE PROVIDED ON AN "AS IS" BASIS WITHOUT REPRESENTATIONS OR WARRANTIES OF ANY KIND, EXCEPT AS EXPLICITLY STATED HEREIN. HCP EXPRESSLY DISCLAIMS ALL WARRANTIES, EXCEPT AS EXPLICITLY STATED HEREIN, WHETHER WRITTEN, ORAL, EXPRESS OR IMPLIED, INCLUDING ANY WARRANTY OF PERFORMANCE, MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, ACCURACY, COMPLETENESS, AVAILABILITY, SECURITY, COMPATIBILITY AND NONINFRINGEMENT. THIS DISCLAIMER INCLUDES ANY ORAL WARRANTIES OR REPRESENTATIONS MADE OR IMPLIED BY ANY AGENT, EMPLOYEE, SUBCONTRACTOR, MANAGER, DIRECTOR AND/OR REPRESENTATIVE OF HCP.

Advice and Assistance

Upon request, HCP, in its sole discretion, may furnish as an accommodation and gesture of goodwill to Customer and/or the end user of the Products, technical advice and/or assistance regarding the Products or services furnished, including without limitation, take-offs and material lists. Notwithstanding anything herein contained to the contrary or at law or in equity, HCP shall have no obligation and disclaims, and Customer hereby releases and shall indemnify, defend and hold harmless, HCP from all liability for any advice and/or assistance given and/or results obtained thereby. Any action taken by Customer and/or the end user of the Products, which is in any way influenced by HCP's advice and/or assistance, is at Customer's sole risk.

Pricing and Availability

Products displayed at HCP's locations and at the Site are available while supplies last. In some cases, Products displayed for sale may be special order, out of stock, backordered or no longer available. All prices are quoted in U.S. Dollars and can only be paid in U.S. Dollars. Prices are subject to change, without notice, at the sole discretion of HCP. HCP shall have the right to refuse or cancel any orders whether or not the order has been confirmed and/or your credit card charged. If your credit card has already been charged for the purchase and your order is cancelled, HCP shall issue a credit to your credit card account in the amount charged.

Taxes

All taxes and other charges imposed by present and future federal, state, local or foreign governments on the manufacture, sale, shipment, import, export, use or installation of the Products or services shall be paid solely by Customer. It is Customer's obligation to provide HCP with a tax exemption certificate, where applicable. Unless otherwise specified, prices do not include such taxes. The Customer shall defend, indemnify and hold harmless HCP from and against all liabilities for such taxes, charges, attorney's fees and/or costs incurred by HCP in connection therewith.

Product Display

HCP has attempted to accurately display the Products that appear at the Site and in its catalogs, brochures and promotional materials. However, the descriptions and illustrations are intended merely to present a general idea of Products described therein. HCP cannot guarantee that the depictions accurately display the Products or that, with respect to Products viewed on the Site, your monitor's display of any color or texture or detail of Products will be accurate. The descriptions of the Products may contain technical and/or other inaccuracies and typographical errors.

Indemnification

Customer hereby agrees to indemnify, defend, and hold HCP, HCP's licensors, licensees, distributors, agents, representatives and other authorized users, and each of the foregoing entities' respective resellers, distributors, service providers and suppliers, and all of the foregoing entities' respective officers, directors, owners, employees, agents, representatives and assigns (all of the foregoing personas and entities, collectively, the "Indemnified Parties") harmless from and against any and all losses, damages, liabilities and costs (including settlement costs and any legal or other fees and expenses for investigating or defending any actions or threatened actions) incurred by any of the Indemnified Parties in connection with, directly or indirectly, any claim arising out of (i) any breach by Customer of these Terms or claims arising, directly or indirectly, from your use of this Site and/or your account(s); (ii) Customer's failure to follow specifications, instructions, warnings or recommendations furnished by HCP and/or any other manufacturer; (iii) Customer's failure to comply with all applicable legal requirements, including, but not limited to, uniform, national and/or local building codes; (iv) intentional and/or negligent use and/or misuse of the Products by Customer; (v) any misrepresentation and/or omission by Customer; (vi) the sole or contributing negligence of Customer, including without limitation, in workmanship and/or installation of the Products; (vii) the alleged infringement of any patent, trademark, copyright and/or as a result of HCP's performance in accordance with Customer's installation, designs, plans or specifications; or (viii) any infringement by Customer of any patent, trademark, copyright, and/or other right held and/or owned by HCP, including, without limitation, in connection with TOTALSEAL™. HCP disclaims any familiarity with the safety regulations, legal requirements, uniform, national and/or local building codes and other standards applicable to the Products in any particular jurisdiction. Customer hereby waives and releases HCP from all rights of contribution or indemnity to which Customer may otherwise be entitled. Notwithstanding anything contained in any document to the contrary, HCP shall not be liable for the acts, conduct and/or omissions of third parties, including, without limitation, any other manufacturer, Customer, end user, and/or the installer, and under no circumstances shall HCP have any obligation to defend, indemnify or hold any Customer or any other person or entity harmless from any claims, liabilities, causes of action and/or costs (including attorneys' fees) arising, directly or indirectly, from the acts, conduct or omissions of third parties, including, without limitation, any other manufacturer, Customer, end user, and/or the installer. As used in this paragraph, the term "you" and "Customer" shall mean you and your agents, officers, directors, employees, contractors, subcontractors, parents, subsidiaries, divisions,

affiliates, heirs and assigns. Customer is responsible for maintaining the confidentiality of username(s), password(s), and your account(s), as well as all activities that occur under your account(s).

Customer Specifications

HCP shall be under no liability with respect to any defect in the Products arising from any drawing, design, specification and/or other items supplied by Customer,

Limitation of Liability

HCP's liability on any claim of any kind, including, without limitation, warranty, negligence and/or breach of contract, with respect to any Products and/or services provided to Customer, shall in no case exceed the price of the Product or services or part thereof which gives rise to the claim. **IN NO EVENT SHALL HCP BE LIABLE FOR ANY SPECIAL, INCIDENTAL, CONSEQUENTIAL OR PUNITIVE DAMAGES, DAMAGES IN THE NATURE OF PENALTIES OR SIMILAR OR RELATED DAMAGES OF ANY KIND, INCLUDING, WITHOUT LIMITATION, LOSS OF INCOME OR PROFITS OR GOODWILL.** This Agreement confers rights and remedies upon only the named beneficiary. No person, other than such named beneficiaries, has any rights or remedies under this Agreement.

Proprietary Rights

All drawings, inventions and/or related materials and/or items made by or for HCP in connection with the performance of any order placed by Customer shall be HCP's sole property. Unless otherwise noted, all materials and items, including without limitation, images, illustrations, designs, icons, photographs, video clips, and written and other materials that appear in HCP's catalogues, brochures, promotional material, and Site (collectively, the "Contents") are copyrights, trademarks, trade dress and/or other intellectual property owned, controlled or licensed by or to HCP. The Contents are intended solely for personal, non-commercial (other than for the purchase of Products and other items or services from HCP) use by the Customer. No right, title or interest in any downloaded or copied materials or software is transferred to you as a result of any downloading or copying. you may not reproduce (except as noted above), publish, transmit, distribute, display, modify, create derivative works from, sell or participate in any sale of, or exploit in any way, in whole or in part, any of the Contents without HCP's written consent.

All patents, trademarks and intellectual property rights (the "Intellectual Property Rights") with respect to the Products manufactured by HCP, including, without limitation, TOTALSEAL™ Products, are and shall remain the exclusive property of HCP, whether or not specifically recognized or perfected under the laws of the United States or of the jurisdiction in which any of the Intellectual Property Rights are used or licensed. Customer shall not cause or perpetrate any act or omissions that jeopardize HCP's proprietary rights, and Customer shall not acquire or attempt to acquire any right in any of the Intellectual Property Rights, including, without limitation, the TOTALSEAL™ Products, or anything related, directly or indirectly, thereto.

Patents

HCP hereby disclaims any and all warranties against patent, copyright, trademark and/or other infringement. HCP shall have no duty to defend, indemnify, or hold you harmless from and against any or all damages and cost incurred by you arising from the infringement of patents, trademarks, the violation of copyrights, and/or other infringements or violations by the Products, services, and other items sold hereunder.

Miscellaneous

This Agreement constitutes the entire agreement between you and HCP relating to the Products and/or services covered hereunder. No modifications shall be binding upon HCP unless in writing signed by HCP's duly authorized representative. No waiver by HCP of any default or any section hereunder shall be deemed a waiver of any subsequent default or any other section of this Agreement and in the event of such waiver, this Agreement shall otherwise remain in full force and effect. Captions used herein shall have no substantive significance.

Governing Law/Venue

Any suit involving any dispute or matter arising under this Agreement may only be brought in the courts of the State of Ohio, in either Cuyahoga or Summit County. Customer hereby acknowledges that HCP has substantial business operations in both Cuyahoga and Summit Counties. Customer hereby consents to the exercise of personal jurisdiction by any such court with respect to any such proceeding. In the event that any provision of this Agreement shall be finally determined to be unenforceable, such provision shall be deemed to be severed from this Agreement, but every other provision of this Agreement shall remain in full force and effect. With respect to any provision deemed unenforceable, Customer agrees that a court of competent jurisdiction shall have jurisdiction to determine what is enforceable to the maximum extent permitted by law.

The Customer agrees to waive, to the fullest extent allowed by applicable law, any right to pursue claims on a class or consolidated basis or in a representative capacity, which relate in any way to the Site, this Agreement and/or any Product, service and/or other items sold and/or purchased from HCP.

CREDIT TERMS AND CONDITIONS

1. Interest at the lesser of 2% for each 30-day period (24% per annum) or the maximum rate permissible under applicable law will be charged on all amounts not paid when due, and Customer shall reimburse Company for all Company's expenses incurred in collecting such accounts, including without limitation, attorneys' fees and court costs.
2. HCP shall have the right to file material/mechanics' liens in accordance with applicable law with respect to any Products, services, and/or other items sold or furnished by HCP which are not paid for when due.
3. All payments received for less than the full amount of your account balance may be applied by HCP first to late payment charges and then to outstanding invoices in the order first coming due.
4. HCP reserves the right to require payment in advance or C.O.D. and otherwise modify credit terms at its sole discretion, including, without limitation, with respect to any Customer having an account balance 60 days or more past due or over the Customer's credit limit.
5. HCP retains the right to pursue all available remedies at law and in equity if an account balance is past due, and Customer shall reimburse Company for all Company's expenses incurred in collecting such accounts, including, without limitation, attorneys' fees and court costs. In furtherance of, and not in limitation of the foregoing, HCP shall have the right to seek third-party collection of any past due account balance.
6. When approved in advance by HCP, extended payment terms may be available to certain qualified customers. Special arrangements must be in writing signed by HCP and made prior to shipment. Consideration will be given by the Customer Service Manager and final approval given by a duly authorized representative at HCP corporate headquarters.
7. Any waiver or modification of these credit terms must be in writing and signed by the Vice President of Finance at HCP.
8. Any credit or overpayment applied to a Customer account that has an outstanding balance may, at HCP's option, be applied against (a) such outstanding balance; (b) outstanding invoices; (c) late fees or service charges; (d) restocking charges; and/or (e) any and all other amounts owed by Customer to HCP.
9. Default in the payment of any invoice from HCP to Customer when due shall constitute a default under this Agreement, and at any time thereafter, at HCP's option, any and all unpaid invoices from HCP to Customer shall be due and payable upon demand.

10. No materials are to be returned without HCP written permission and there will be a minimum 25% re-stocking charge on all returned goods to cover the cost of handling and inspection.

SHIPPING AND RETURNS

Loss, Damage or Delay

HCP shall not be liable for any loss, cost, expense, damage, detention, and/or delay resulting from causes beyond its reasonable control, and/or from strikes, work stoppages, and/or other action by workers, any act or omission of Governmental authority, Customer's acts, insurrection and/or riot, war, embargo, car shortage, wreck, and/or delay in transportation, and/or inability to obtain necessary labor, materials, and/or manufacturing facilities from usual sources, acts of God and/or nature. All shipment, delivery and/or performance dates are estimates only and are not guaranteed and HCP shall have no liability for, and you hereby release HCP from, any liability incurred thereunder and/or with regard thereto. HCP reserves the right, at any time and from time to time and without liability to Customer and/or with regard thereto: 1) to delay performance; 2) to partially perform and/or cancel any portion of our performance; 3) to hold shipments for purposes of consolidating Customer's shipments together or with shipments for other customers; and 4) to allocate available quantities among its customers in any manner HCP deems reasonable. Cancellation of any part of an order shall not affect your duty to pay for our performance of any other part hereunder. Risk for loss, theft and/or damage shall pass to you upon our delivery of the Product to a carrier for shipment, and any loss or damage thereafter shall not relieve you from any obligation hereunder.

Return Policy

HCP will only accept for return Products purchased directly from HCP. Any material being returned for credit must be accompanied by the invoice on which it was purchased or the invoice number thereof. For a returned Product to qualify for credit, the Product must be a stock product at HCP, in new and resalable condition, and must not have been used, installed, modified, altered and/or damaged. Products must be in the original packaging if applicable. Customer shall bear the risk for loss or damage during shipment to HCP. No returns will be accepted without prior authorization from HCP. Customer must contact HCP to receive said authorization within ten (10) days of the ship date in order for Customer to be issued a credit, subject to the terms and conditions listed below. COD shipments will not be accepted under any circumstances. A **minimum** 25% restocking charge shall be applied to all Products which are accepted for return by HCP to cover the cost of handling and inspection. HCP may also charge a similar restocking charge for stock products. If HCP authorized the return of a Product, Customer must either return the Product to HCP, at Customer's expense within thirty (30) days of the ship date, or make arrangements with HCP for return of the Products. HCP will not assume responsibility for transportation charges unless authorization for the return is obtained and arrangements for the return are made in advance with HCP.

Incorrect Material

- Upon determination that HCP has delivered an incorrect Product, an authorization by HCP may be issued which allows for the return of the Product for credit.
- Customer has an obligation to ascertain the correctness of all Products before any attempt is made to install or resell the Products. Therefore, HCP will not accept the return of or issue credit for any Product, which bears any appearance of having been installed, totally or in part, nor will transportation expenses be paid for or reimbursed in connection therewith.

Defective Products

- Defective returns are only permitted for Products purchased from HCP that are inoperable or do not function in accordance with the specifications published by the applicable manufacturer and are covered under HCP's or the applicable manufacturer's warranty. All defective returns are subject to more restrictive policies of the applicable manufacturer, if any.
- Any warranty claim by the Customer which is based on any defect in the Products manufactured by HCP for failure to correspond with the applicable specifications provided by HCP shall (whether or not delivery is refused by the Customer) be made in writing to HCP within ten (10) days from the date of

such delivery to Customer. If Customer does not notify HCP accordingly, HCP shall have no liability for such failure, and Customer shall not be entitled to reject the Products, and Customer shall be bound to all Customer's obligations hereunder, including, payment for the Products as if the Products had been delivered in accordance with the specifications.

- HCP reserves the right to perform any tests it deems necessary, on site or on the HCP's premises, on any material claimed to be defective.
- Defective Products will be eligible for credit if the Product is found to be within the warranty upon return or inspection by HCP or the manufacturer or manufacturer's representative. If the Product is not manufactured by HCP, Customer credit will be issued after HCP receives the manufacturer's credit.

Stock Products

- Once the Product is received, inspected, and otherwise determined to be in the condition required for return hereunder, a credit equal to the purchase price of the Product, less the applicable restocking charge, will be issued.

Special Order (Non-Stock) Products

- For special orders (non-stock) of Products, all sales are final. The special order Products cannot be cancelled once the order has been placed and may not typically be returned. For special orders of Products which are not manufactured by HCP, Customer credit will be issued only if and when HCP receives a manufacturer's credit. Customers are responsible for all transportation, handling, charges by other manufacturers' and similar charges.

Made-to-Order Products

- All made-to-order Products are final sale and are not cancelable once the order is placed with HCP. There will be no authorization issued for return of any Products custom made or built-to-order, and any deposit paid by Customer to HCP will be forfeited by Customer.

Commodity Products

- HCP defines a commodity Product as a Product that is subject to frequent market fluctuations in price such as, but not limited, to copper, steel, and plastic products.
- Commodity Products determined to be in the conditioned required for return will be credited at the lower of the purchase price paid by Customer or the current market price of the Product and are subject to a minimum restocking charge of twenty-five percent (25%).

Fabricated Items

- Cut lengths of pipe, coil, and fabricated items are not cancelable once the order is placed with HCP and are not returnable under any circumstance.

Additional Conditions

- All requests for return must be made within ten (10) calendar days from the date the Product is received.
- An authorization for return must be issued by HCP.
- All Products authorized for return must be received by HCP within thirty (30) calendar days from the ship date.
- Any claims for shipping damages, discrepancies or shortages must be made in writing within three (3) business days from receipt of Product. Claims on direct ship items must be made with the carrier that delivered the Product
- Notwithstanding anything contained herein or elsewhere to the contrary, HCP reserves the right not to authorize the return of any Products that are no longer in production or are being produced by a manufacturer that (i) is insolvent; (ii) has declared bankruptcy; and/or (iii) will not accept returns from HCP.

- Some manufacturers charge a restocking fee or have more specific guidelines than listed above. If you return a Product with an additional manufacturer restocking fee, it will be deducted from the refund.

ADDITIONAL TERMS AND CONDITIONS OF USE OF SITE

In addition to the foregoing, the following terms and conditions also govern your use of the Site. By using this Site, you unconditionally signify your acknowledgement and agreement to these terms and conditions of use. HCP may change the terms and conditions that govern your use of this Site at any time and from time to time. Use of this Site following any such change constitutes your acknowledgement and agreement to follow and be bound by the changed terms. HCP may also change, move or delete portions of, or may add to the Site from time to time. If you do not agree to these terms, please promptly exit this Site.

HCP may from time to time update this policy and invite you to review this page periodically. In the event this policy changes, we will inform you by posting an updated policy on this Site. The new policy will replace any prior policies. Note: you must be a U.S. resident 18 years or older to use this Site.

Disclaimer

HCP DOES NOT WARRANT THAT ANY CONTENT OF THE SITE WILL BE ERROR-FREE, THAT ACCESS THERETO WILL BE UNINTERRUPTED, THAT DEFECTS WILL BE CORRECTED, OR THAT THE SITE OR THE SERVERS THAT MAKE SUCH CONTENT AVAILABLE ARE FREE OF VIRUSES OR OTHER HARMFUL COMPONENTS. MOREOVER, CUSTOMER HEREBY ASSUMES AND RELEASES HCP FROM THE ENTIRE COST OF ALL NECESSARY SERVICING, REPAIR OR CORRECTION CAUSED BY ANY SUCH VIRUSES AND/OR OTHER HARMFUL COMPONENTS.

Termination

HCP may terminate this Agreement at any time and may do so immediately without notice, and deny you access to the Site and/or portions thereof, including, without limitation, if in HCP's sole opinion you fail to comply with any term or provision of this Agreement.

Privacy

HCP respects the privacy of our customers. This privacy policy statement is designed to help you understand what information HCP gathers online and what HCP does with that information.

Our Privacy Principles:

- HCP do not sell customer information.
- HCP do not give its permission to anyone doing business on our behalf to use our customer information for their own marketing purposes.

Information We Gather

1. General Tracking Information

- HCP keeps track of the pages visited by each user. HCP's Web server automatically collects some information about you when you request pages from our server, including, without limitation, your IP address. Your IP address is a number that is used by computers connected to the Internet to identify your computer so that data (such as the Web pages you request) can be sent to you.
- HCP aggregates this data with data on the pages visited by other users to track overall visitor traffic patterns. HCP uses this information to improve our site by making it more responsive to the needs and preferences of our users. This information does not identify you personally.
- On occasion HCP may provide this aggregate information to vendors, investors, potential advertisers, or news agencies to demonstrate the amount of interest in the Site and to help HCP plan for technical infrastructure requirements.
- Vendor may from time to time request, and HCP may provide, point of sale information.

2. Click Path Tracking

- Using cookie technology, we may track your click path through the Site. HCP uses cookies when you visit our site, so the site can remember your specified area of interest. HCP also uses cookies to track the pages you visit. If you are concerned about information contained in your cookie, you may delete the file(s) at the end of each browser session. View your browser's help file for more information on cookies.
- The only personal information our cookie can contain is information you supply yourself. Our cookies cannot read data from your computer. If you would like more technical information about how cookies work, take a look at <http://www.cookiecentral.com>.
- We use this information to help customize your visit to our site.

Email

HCP does not share any information you provide to us, including your email and mailing addresses, with any companies outside HCP, its subsidiaries, affiliates, and/or necessary payment processors.

If you choose to receive promotional materials from HCP, HCP may send promotional materials by email or the mailing addresses you provided on the registration or billing information screens. From time to time HCP may notify you of special promotions, new Products or services, or other information that may interest you. If you do not wish to receive this type of information, you will be able to clicking on the appropriate button or checkbox when first asked if you would like to participate or may notify us of your election not to participate thereafter.

Additional Information

In order to fulfill licensing transactions or provide service to you as our Customer, HCP may require you to provide certain information to us. Common items may include, but are not restricted to, your name, address, phone number and credit card number.

By providing HCP with this information, you are agreeing to allow us to utilize this information to complete all transactions you request through this Site and to disclose that information and details of all such transactions to HCP's various offices, subsidiaries, affiliates and any necessary payment processors.

Passwords

Specific Customer passwords will be issued on request. Such password may only be used by individuals in your organization to conduct business with HCP, and shall not be disclosed, shared and/or otherwise used by any other person or entity, or in any other manner.

If at any time you believe that HCP has not followed the above policy, or if you would like your information to be removed from our system, please contact us using our contact form. HCP will make reasonable efforts to assess and correct any problem.