



STRUKTOL COMPANY OF AMERICA, LLC ("BUYER")
TERMS AND CONDITIONS FOR BUYER PURCHASES FROM SUPPLIERS (EACH A "SELLER")

- (1) ACCEPTANCE These terms and conditions along with any applicable Buyer purchase order constitute an offer by Buyer and may be accepted only on the exact terms set forth herein and in the related purchase order. These terms and conditions supersede the terms and conditions of Seller's proposals, correspondence or prior communications, verbal or written, if any, unless specifically accepted in writing by Buyer. By shipping the described goods or providing the services, or by acknowledging receipt of this order, Seller agrees to these terms and conditions.

- (2) QUANTITY AND PRICE This order must not be filled in greater quantities or with prices higher than herein shown without written approval of an authorized representative of Buyer. Should Seller reduce its price prior to the shipping date, Buyer will have the advantage of the lower price. Seller specifically and expressly assumes the risk of any foreseen or unforeseen event or cause affecting price which occurs subsequent to the date of this order and which would not render performance impossible. If price is not shown on the order, it is agreed that Seller will furnish the goods specified herein at a price which in no event shall be higher than that paid by the most recent prior purchase of such goods, unless a higher price is expressly accepted in writing by Buyer.

- (3) INVOICES Invoices must be sent no later than the day following the date of shipment. On all prepaid shipments chargeable to Buyer, please attach transportation receipt to invoice. In the event Seller's invoice does not contain price and volume information consistent with Buyer's purchase order or if it does not include proper proof of shipment and/or delivery documents, the date of payment will be computed from the Buyer's receipt of such acceptable forms or proper proof. Invoices must not be dated prior to the shipping date. If Seller's invoice does not comply with Buyer's order, Seller agrees that Buyer may change the invoice to conform to this order and make payment accordingly.

- (4) PACKING Separate packing slips must be included in each shipment showing order number, quantity, part number, if applicable, and description of goods therein. No charge for boxing, bagging, handling, storage, packing or drayage will be allowed unless specifically authorized by Buyer.

- (5) DELIVERY INSPECTION AND CANCELLATION Time of delivery or performance is of the essence for this order. In the event this order is not filled in each particular as specified, including without limitation, if any shipment is not made when promised, Buyer reserves the right to cancel this order without any liability, to cancel without liability any or all future shipments or performance by Seller, to recover all loss, damage and expense caused by Seller's failure to fill the order as specified, or to require delivery from Seller by any means with Seller bearing any increased transportation expense. Delivery of goods shall not be deemed complete until goods or services have actually been received, inspected, tested and accepted by Buyer.

Such inspection or testing will be made by Buyer within a reasonable time after receipt by Buyer irrespective of payment date. In the event such goods are non-conforming, Buyer may either return the reject goods or hold such goods at Seller's entire risk and expense and may, in any event, charge Seller with the cost of transportation inbound and outbound, with any excess transportation charges paid due to Seller's failure to meet Buyer's specifications or due to Seller's noncompliance with packing requirements as set forth by carrier specifications, and with any other like charges. Buyer reserves the right to refuse goods when shipped contrary to instructions or not on the shipping date specified by Buyer or for noncompliance with classification packing requirements.

If the price stipulated on the order is F.O.B. destination freight prepaid or F.A.S. port of exit freight prepaid and the freight rate or charges between point of shipment and destination are subsequently reduced prior to shipment, such reduction shall operate as a reduction on the price payable herein and Buyer shall be entitled to a credit equivalent to such reduction.

- (6) CHANGES The specified date and quantities of deliveries are subject to change by Buyer without extra cost or penalty, except that Buyer shall not have the benefit of any inapplicable quantity/volume discounts.



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(7) PATENTS

Seller guarantees that the goods herein described do not infringe any patent. Seller agrees to indemnify and hold harmless and defend Buyer against all claims, suits, liabilities, damages and expenses, including reasonable attorneys' fees and court costs, on account of any alleged infringement of any patent, copyright, trade name, trademark, trade secret or other legal rights resulting or arising from the manufacture, sale, use or other disposition of any item furnished hereunder. Buyer retains the right to participate in any such defense of any claim without relieving Seller of any obligation hereunder.

Seller agrees to assign to Buyer the entire title and interest of all inventions made or first reduced to practice in the performance of this contract arising out of any engineering or development paid for by Buyer. Seller agrees not to disclose to others any information supplied by Buyer relative to this contract nor to use such information in the supplying to others of similar products.

(8) DEFAULT

In the event of any bankruptcy, filing of a petition therefore, receivership, insolvency or similar arrangement, voluntary or involuntary, for or on behalf of Seller's creditors, instituted by or against Seller, or in the event of any default by Seller of any terms of this contract, Buyer may at its option, cancel this order without any liability.

(9) SET-OFF

Buyer shall be entitled to set-off any amount owing at any time from Seller to Buyer against any amount payable at any time by Buyer in connection with this order.

(10) COMPLIANCE

Seller agrees to comply with all applicable foreign, federal, state and local laws, executive orders, ordinances, rules and regulations as currently amended. Compliance includes, but is not limited to, Workers Compensation laws, The Fair Labor Standards Act, the Occupational Safety and Health Act, Executive Order 11245, Executive Order 11625, the Hazardous Materials Transportation Act, the Federal Clean Air Act, the Federal Water Pollution Control Act, and the Federal Resource Conservation and Recovery Act.

Seller warrants and represents to Buyer that all chemical substances, mixtures, and articles sold and distributed to Buyer are in full compliance with the Toxic Substance Control Act and all regulations issued thereunder.

(11) INDEMNIFICATION

Seller shall indemnify, save harmless and defend Buyer against all liabilities, including but not limited to incidental and consequential damages, and losses arising from or incurred in connection with any claims, personal injuries or property damage resulting or arising from the delivery or use of the items covered by this order or the performance of any term or condition of this order. Whenever Seller shall by virtue hereof have in its possession property of Buyer, Seller shall be deemed an insurer thereof and shall be responsible for its safe return to Buyer.

(12) MECHANICS' LIENS

If Seller's work under this order involves operations by Seller on the premise of Buyer or one of its customers, it is agreed that:

Seller will keep the premises and work free and clear of all Mechanics' Liens and will furnish Buyer with proper affidavits and/or waivers certifying thereto.

Unless otherwise provided by written contract, the work will remain at Seller's risk prior to written acceptance by Buyer, and Seller will replace at his own expense all work damaged or destroyed by fire, force or violence of the elements or any other cause whatsoever.

Seller will indemnify, save harmless and defend Buyer from all liability for loss, damage or injury to person (including employees and agents of the Seller) or property in any manner arising out of or incident to performance of this contract.

Seller will indemnify, save harmless and defend Buyer from any and all claims, demands or suits made or brought against Buyer on account of any of the terms or provisions of any applicable Workmen's Compensation Law and will furnish Buyer with proper evidence that Seller is insured against all liability under such law.



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Seller will comply with all Federal, state and local safety laws and codes while on Buyer's premises, including all safety rules and regulations established by the Buyer.

(13) WARRANTIES

Seller agrees and represents to Buyer that the title to the goods delivered hereunder is good and marketable and free and clear of all liens, taxes, charges or other encumbrances, that such goods are free from all defects in design, workmanship and materials, that such goods are fit for their ordinary intended purposes and any purposes specified herein, that such goods and their components are new and not previously used, that such goods conform to Buyer's specifications, drawings, plans or other documents, if any, furnished Seller, and that such goods are merchantable and of good quality and workmanship.

(14) DAMAGES

Seller shall be liable for any damages, including without limitation, incidental or consequential damages, which Buyer shall sustain as a result of Seller's breach of the terms hereof.

(15) FORCE MAJEURE

No failure or omission by Buyer in the performance of any obligation of this order shall be deemed a breach nor create any liability for damages or other relief if the same shall arise from any cause or causes beyond the reasonable control of Buyer.

(16) SECRET MATTER

Seller agrees to be responsible for the safeguarding of all secret, confidential or restricted matter that may be disclosed or developed in connection with this order and will bring to the attention of all persons connected with the performance of the order the provisions of any government regulations in connection therewith.

(17) MISCELLANEOUS

This order is the entire and only agreement and supersedes all previous communications, promises, representations or agreements, whether verbal or written, with respect to the goods provided hereunder. This order is not assignable or transferable by Seller without Buyer's written consent. This order is to be construed under the laws of the state in which is located Buyer's Plant which issued this order.

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