

COMPOSITES ONE LLC

Standard Terms and Conditions of Sale

1. OFFER AND ACCEPTANCE. These Standard Terms and Conditions are a part of, and govern, all transactions between Composites One LLC ("Composites One") and you, the Buyer ("you" or "Buyer"), and supersede any terms and conditions in any of Buyer's documents. You may submit, accept or confirm orders using your form documents; provided, however, that no terms or conditions therein shall apply. If any form document you submit to Composites One constitutes an offer or acceptance of an offer to purchase products from Composites One, these Standard Terms shall govern the resulting contract. Your acceptance of any offer by Composites One to sell products to you must be limited to these Standard Terms and the additional terms set forth by Composites One in such offer. YOU ARE HEREBY NOTIFIED THAT COMPOSITES ONE OBJECTS TO ANY ADDITIONAL OR DIFFERENT TERMS OR CONDITIONS CONTAINED IN ANY ACCEPTANCE OR ANY OFFER MADE BY YOU. Composites One shall not be deemed to have waived this provision if it fails to object to the conditions appearing in, incorporated by reference, or attached to any Buyer's document. Buyer's acceptance of products called for in either a sales contract of Composites One or in a purchase order accepted by Composites One shall constitute Buyer's acceptance of these Standard Terms and Conditions of Sale.

2. PRICE, QUANTITY AND SUBJECT MATTER. The price, quantity and subject matter of the products to be provided are specified on the applicable Composites One order confirmation or invoice. Prices do not include shipping, insurance, sales or excise taxes, customs or duties; such charges may be separately itemized on the invoice and shall be paid by Buyer. Delivery by Composites One of 5% more or less products than the quantities specified on the invoice shall be deemed to be delivery of products ordered. The quantities and weight of products shown in the order confirmation or invoice shall govern all disputes between the parties, unless Buyer gives notice of shortage to the agent of delivering carrier and Composites One within 24 hours after receipt of products by Buyer. A restocking charge will be assessed on returned goods.

3. PAYMENT TERMS. If Composites One extends credit to you, payment is due within thirty (30) days after the date of invoice. (Terms are subject to credit approval) Any and all clerical or stenographic errors on the invoice are subject to correction by Composites One at any time. Composites One may assess a finance charge against amount owed by you at the monthly rate of 1.5% (or the maximum rate permitted by law) for each month that payment is late. You agree to pay Composites One's reasonable costs of collection, including attorney's fees for delinquent accounts. Title to the products sold hereunder shall remain with Composites One until the entire purchase price and all other charges and expenses are paid. Until full payment is made Composites One shall also have continuing senior security interests in all products delivered to Buyer, as well as all proceeds, replacements, or substitutions of the products. Upon default by the Buyer for any reason, Composites One may, without notice to the Buyer, declare all liabilities and obligations immediately due and payable and shall have all rights and remedies of a secured party under the Uniform Commercial Code.

4. CONTAINER DEPOSIT. Composites One may require a deposit for the return of all product containers, which remain Composites One's property. This deposit must be paid in full when the purchase price is due. Composites One will refund such deposit to Buyer provided: (i) product containers are returned to Composites One's original point of shipment within ninety (90) days from date of invoice; (ii) Buyer has paid in full all freight charges for the return of product containers; and (iii) all returned product containers are the same as originally shipped and show no evidence of abuse or use for purposes other than storing original contents. Composites One may charge Buyer for any necessary cleaning or repair due to damage, and may deduct these costs from the deposit. Buyer shall place all product container numbers on bills of lading and shipping papers to permit Composites One to facilitate identification and return of any deposit to Buyer.

5. DELIVERY. Unless otherwise specifically provided, delivery of products is F.O.B. Composites One's shipping point. Risk of loss or damage shall pass to Buyer upon delivery of the products by Composites One to a carrier. Delivery, shipment and other performance dates are estimates only, and in no event shall Composites One have any liability for loss of use or for any direct, consequential, or incidental damages resulting from any delay or failure in delivery, regardless of the reason(s) for such delay or failure.

6. DISCLAIMER OF ALL WARRANTIES. COMPOSITES ONE DOES NOT MANUFACTURE ANY PRODUCTS, BUT DISTRIBUTES PRODUCTS MANUFACTURED BY OTHERS. COMPOSITES ONE DISCLAIMS ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO ANY IMPLIED WARRANTY OF MERCHANTABILITY, ANY IMPLIED WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE, ANY WARRANTY REGARDING NON-INFRINGEMENT OF ANY PATENT, PATENTABILITY OR PROPRIETARY RIGHTS, AND ANY WARRANTY REGARDING CONDITION, COLOR, USE, SHELF-LIFE, HANDLING, OR OTHER CHARACTERISTICS WITH RESPECT TO ANY PRODUCTS SOLD HEREUNDER. Composites One agrees to make available, at Buyer's request and expense, copies of all warranties made by any manufacturer regarding products sold by Composites One, and to the extent they are assignable, to assign them to the Buyer. COMPOSITES ONE MAKES NO WARRANTIES OR REPRESENTATIONS WITH RESPECT TO ANY WARRANTIES MADE BY MANUFACTURER OF PRODUCTS SOLD BY COMPOSITES ONE, NOR WITH RESPECT TO THE NON-INFRINGEMENT OF ANY PATENT, PATENTABILITY, OR PROPRIETARY RIGHTS REGARDING THE PRODUCTS. Composites One will use reasonable efforts to cooperate with Buyer in Buyer's tender of warranty claims to the applicable manufacturer, provided that Buyer provides notice of any claimed defect within 15 days after Buyer's receipt of such products or the original date fixed for delivery.

7. LIMITATION OF LIABILITY. COMPOSITES ONE SHALL NOT BE LIABLE TO YOU OR ANY OTHER PARTY FOR ANY DIRECT, INDIRECT, SPECIAL, INCIDENTAL OR CONSEQUENTIAL DAMAGES (INCLUDING, BUT NOT LIMITED TO, LOST TIME, LOST PROFITS, LOST SALES, DAMAGES FROM DELAYED OR FAILED SHIPMENT, OR THIRD PARTY

CLAIMS) ARISING FROM TRANSACTIONS BETWEEN YOU AND COMPOSITES ONE, NOR FROM HANDLING, USE, STORAGE METHODS, OR POSSESSION OF ITS PRODUCTS. YOU AGREE THAT COMPOSITES ONE IS NOT LIABLE FOR ANY DAMAGE CLAIMS CONNECTED WITH THE APPLICABILITY OR ACCURACY OF ANY ADVICE OR INFORMATION, WRITTEN OR ORAL, GIVEN BY COMPOSITES ONE, ITS AGENTS OR EMPLOYEES. COMPOSITES ONE'S TOTAL LIABILITY, WHETHER IN CONTRACT OR TORT (INCLUDING NEGLIGENCE AND STRICT LIABILITY) OR OTHERWISE, ARISING OUT OF TRANSACTIONS WITH YOU SHALL NOT EXCEED THE ACTUAL PRICE PAID FOR THE SPECIFIC PRODUCTS GIVING RISE TO THE LIABILITY.

8. INDEMNIFICATION. Buyer agrees to indemnify and hold harmless Composites One, its affiliates, and employees and agents of any of them, from and against any and all actual or threatened liabilities, damages, losses, demands, judgments, causes of action, claims (including but not limited to, claims of patent, copyright and/or trade secret infringement), expenses, and costs including attorney's fees and investigation, fines, penalties, and any other charges which arise from or relate to Buyer's actual or intended use of the products, or the performance, non-performance or purported performance of any covenant or agreement, or the breach of any representation, warranty, covenant or agreement hereunder.

9. UNFORESEEN CIRCUMSTANCES. All orders are subject to cancellation by Composites One without liability in the event of any material adverse change in the cost or availability of materials or other unforeseen circumstances. Neither party shall be liable for any delay or failure to perform due to causes beyond reasonable control, including, without limitation, any acts of God, wars, fires, floods, accidents, labor disputes, shortages, governmental actions, or equipment failures.

10. CONFIDENTIALITY. Composites One and its agents and employees are under no obligation whatsoever to treat as confidential any disclosures made by you, your agents or employees, in connection with any transaction between the parties, unless otherwise agreed to in writing by Composites One or required by law.

11. MODIFICATIONS. No amendment change, alteration, modification, or waiver of any of the provisions hereof shall be binding on Composites One unless made in writing and signed by an authorized representative of Composites One. Failure of Composites One to enforce any rights arising under the contract, including a breach or default by Buyer, shall not be construed as a waiver of any other rights of Composites One or any other breach or default by Buyer. Should Buyer breach this contract in any manner, Buyer shall be liable to Composites One for all costs and expenses incurred by Composites One as a result, including reasonable attorney's fees. Composites One reserves the right to assign or subcontract any or all of its rights and obligations hereunder, without the consent of the Buyer, and without notice to the Buyer. The rights and obligations of Buyer hereunder may not be assigned without the prior written consent of Composites One.

12. TERMINATION. Composites One may terminate the contract, in whole or in part, at any time, upon written notice to Buyer. Composites One shall not be liable to Buyer for any losses, damages or expenses resulting from such termination. Upon termination by Composites One, all charges for products shipped and any ancillary charges shall be immediately due and payable by Buyer. This right of termination shall be additional to any and all rights Composites One otherwise possesses. Buyer may not cancel or defer delivery of any orders without Composites One's written consent, and then only upon terms that fully indemnify Composites One against any and all loss.

13. LIMITATIONS FOR SUITS. Any action relating to these Terms and Conditions, or to the parties' business relationship must be brought within one (1) year after such cause of action has accrued, or it shall be time-barred, notwithstanding any statutory limitations period to the contrary, EXCEPT FOR AN ACTION BY COMPOSITES ONE FOR THE PRICE. For any action for the price brought by Composites One against Buyer, the 4-year limitations period or other limitations period then in force under the applicable statute shall apply.

14. FEDERAL LABOR LAWS. Composites One hereby certifies that all products sold were produced in compliance with all applicable requirements of Sections 6, 7 and 12 of the Fair Labor Standards Act of 1938, as amended, and of regulations and orders of the Administrator of the Wage and Hour Divisions under Section 14 thereof.

15. COMPLIANCE WITH U.S. EXPORT CONTROL LAWS AND REGULATIONS. Unless otherwise expressly agreed, Buyer shall be responsible for obtaining any licenses or authorizations from the Commerce Department's Bureau of Industry and Security (BIS), and the Treasury Department's Office of Foreign Assets Control (OFAC), which may be required prior to export of the products from the United States, or re-export to a third country. Buyer agrees to comply with applicable U.S. export control laws and regulations, including the requirements of the Arms Export Control Act, 22 U.S.C. 2751- 2794; the International Traffic in Arms Regulation (ITAR), 22 C. F. R. 120 et seq.; and the Export Administration Act, 50 U.S.C. app. 2401-2420, including the Export Administration Regulations, 15 C.F.R. 730-774. Buyer shall immediately notify Composite One if Buyer is listed on the BIS Denied Parties List or if Buyer's export privileges are otherwise denied, suspended or revoked in whole or in part by any U.S. or foreign government entity or agency. Failure of the US government or any other government to issue any required export or import license, or withdrawal/termination of a required export or import license by the US government or any other government, shall not relieve Buyer of its obligations hereunder.

16. GOVERNING LAW. These Terms shall be governed by the laws of Illinois without regard to that state's conflict of laws principles. Buyer agrees that jurisdiction and venue of any legal action relating to the transactions shall be in the State of Illinois.