TERMS AND CONDITIONS FOR PURCHASE
(Purchase of Goods and/or Services)

The following terms and conditions and those specified above shall exclusively govern the purchase of all goods and/or services (including consulting/professional services as applicable) from Vendor ("Seller") under the Purchase Order by the Superior Huntingdon Composites, LLC entity specified above ("Buyer") for the regular conduct of Buyer's business.

1) OFFER AND ACCEPTANCE: These Terms and Conditions, together with the Purchase Order above (collectively the "Order"), constitute an offer to Seller expressly limited to the terms therein. No different or additional term or condition contained in Seller's acceptance or acknowledgment (whether or not material) shall alter the terms hereof or be a part of the Order unless accepted by Buyer in writing. Buyer reserves the right to revoke this offer at any time prior to its acceptance. THIS ORDER SHALL BE DEEMED ACCEPTED BY SELLER ACCORDING TO ITS TERMS UPON THE DATE OF ISSUANCE (UNLESS SELLER NOTIFIES BUYER TO THE CONTRARY IN WRITING WITHIN 3 BUSINESS DAYS OF RECEIPT) OR, IF EARLIER, UPON SELLER'S ACKNOWLEDGMENT, COMMITMENT OR BEGINNING OF PERFORMANCE.

2) DELIVERY:

For goods: The time and date of delivery of the quantities of goods ordered are of the essence, and delivery shall be FOB Place of Shipment unless otherwise specified on the Order. Seller shall provide Buyer with written notice of shipment. Any delivery of goods made more than one week in advance of the delivery schedule may be refused and returned at Seller's expense. Seller shall notify Buyer immediately of any potential delays in delivery. Unless otherwise specified in the Purchase Order, Seller may not make partial shipments of goods to Buyer.

For services: The time and date of delivery of the services ordered are of the essence. In accepting this Order, Seller agrees to provide all necessary work, equipment, supplies, transportation and utilities for the proper performance and delivery of the services, whether of a temporary or permanent nature, or incorporated into such services. Seller shall notify Buyer immediately of any potential delays in delivery. In addition, **for consulting/professional services:** Seller shall furnish all necessary management, supervision, personnel necessary to provide the consulting/professional services and Buyer may designate specific employees of Seller to perform the services and such personnel shall not be removed without the prior written approval of Buyer.

3) PRICE: Prices specified in this Order are inclusive of all costs, charges and fees, and shall remain fixed for all scheduled deliveries and services, unless otherwise agreed in writing by Buyer.

4) TAXES: Seller shall pay all applicable sales, use and other taxes on this Order, unless Buyer otherwise agrees in writing or furnishes an exemption certificate.

5) PACKAGING (for goods): Seller shall properly package all goods. Each container shall be clearly labeled with the applicable Order number(s), Buyer part number(s) and quantities. A packing slip itemized by container shall accompany each delivery.

6) DELAYS, FORCE MAJEURE: An extension of time to complete performance shall only apply for delays caused by conditions over which a party has no control. Seller shall use diligent efforts to end or delay and ensure the effects of such delay are minimized. Seller shall not be entitled to compensation for delays, acceleration, inefficiency or other type of impact resulting from any delays, and shall be fully compensated by an extension of time.

7) INDEPENDENT CONTRACTOR: In performance of this Order, Seller shall be at all times an independent contractor to Buyer, and not its agent. Nothing contained in the Order shall be construed as creating any agency, partnership, joint venture, or other form of joint enterprise, employment, or fiduciary relationship between the parties, and neither party shall have authority to contract for or bind the other party in any manner whatsoever.

8) PAYMENTS: Seller shall submit invoices only upon completion of delivery and performance and in a format as requested by Buyer. Unless otherwise specified in this Order, Buyer shall issue payment within 30 days of receipt of a correct invoice provided Seller has delivered conforming goods and satisfactorily completed performance. Adjustments for rejected goods or services, overpayments, retainage, or other amounts shall be deducted from subsequent payments due or, at Buyer's option, promptly refunded by Seller upon request.

9) CONFLICTING TERMS: In the event of a conflict, the order of priority is: (a) Buyer's Purchase Order and the provisions included by Buyer on the face thereof; (b) documents attached to and incorporated in this Order, and (c) these Terms and Conditions.

10) SET-OFF: Buyer shall have the right to set off any amount owing from Seller or its affiliates to Buyer or its affiliates against any amount payable pursuant to this Order or any other contract or agreement between these parties.

11) INSPECTION AND ACCEPTANCE: Buyer shall have the right to inspect all goods and services supplied by Seller before acceptance or payment, and to reject and return (as applicable) at Seller's expense any that fail to pass Buyer's inspection or acceptance tests. Seller shall provide safe access as necessary to its premises for such inspection purposes, and upon request, permit Buyer to inspect and audit Seller's books and records to verify performance hereunder. No such inspection or audit shall relieve Seller of its obligations under this Order. In addition, **for goods:** Seller shall inspect all goods prior to shipment to Buyer. In addition, **for consulting/professional services:** Seller shall provide Buyer progress reports as the services are completed. Upon request, Seller shall provide access to its facilities, and those of its subcontractors and suppliers, as Buyer may require for inspection and/or audit purposes.

12) WARRANTY:

For goods: Seller warrants title to all goods delivered, free of all liens and title defects or encumbrances. Seller warrants all goods and related services it provides (a) shall be free from defects in design, material and workmanship, (b) shall conform to Buyer's specifications and any drawings, samples or other descriptions referenced on the face of this Order, and (c) shall be merchantable and otherwise suitable for the purpose intended by Buyer if made known to Seller. Unless otherwise specified herein, Seller's warranty for (a), (b) and (c) shall in no event be less than two (2) years from the date the goods are accepted by Buyer or placed in service by Buyer, whichever is later. Seller is fully liable and, shall at its sole expense as Buyer elects, either promptly repair or replace any defective or nonconforming goods within 30 days of notice, or credit or refund Buyer the cost thereof. Seller shall bear all expenses associated with the return to Seller of such defective or nonconforming goods and the delivery to Buyer of repaired or replacement goods. Seller's warranties shall survive any delivery, acceptance, payment, termination, or expiration of this Order and extend to Buyer, its successors, assigns, customers, and users of its products.

For services: Seller warrants that the services performed hereunder shall conform to the description and specifications contained or incorporated herein and shall be of good workmanship and quality, free of all defects and deficiencies and fit for the purpose intended. Any and all services performed pursuant to this Order shall be performed in a manner consistent with the standard of care and skill customarily exercised by persons performing services in the industry or field in which Seller is engaged. Seller is fully liable and shall, at its sole expense, either promptly remedy any defective or nonconforming services within 30 days of notice or credit or refund Buyer the cost thereof, as Buyer elects. Seller's warranties shall survive any delivery, acceptance, payment, termination, or expiration of this Order and extend to Buyer, its successors, assigns, customers, and users of its services or products. In addition, **for consulting/professional services:** Seller warrants the technical accuracy of the documents provided pursuant to the services.

13) LIENS: Seller hereby waives and shall not make or file, or permit to be made or filed, any mechanic's or other lien or claim for labor, goods, services or materials furnished pursuant to this Order; provided, however, that the aforesaid waiver of Seller's right to file a mechanic's lien shall be effective only to the extent that payment is actually received by Seller for the labor, goods, services or materials provided by Seller. Additionally, Seller shall submit to Buyer upon request with each pay application or invoice, including the final pay application or invoice, for itself and for each subcontractor, if any, conditional and unconditional waivers provided by Buyer for progress and final payments. Seller at its sole expense shall promptly discharge any lien, failing which Buyer may do so at Seller's expense.

14) CONFIDENTIALITY: Without Buyer's prior written consent, Seller shall neither disclose to any person outside its employ nor use for purposes other than performance of this Order any confidential or proprietary information of Buyer, including but not limited to information pertaining to the existence or terms of this Order and specifications and descriptions in this Order. Upon termination of this Order, Seller, at Buyer's request, shall return to Buyer or certify the destruction of all written documentation provided to or generated by Seller in performance of this Order.

15) TERMINATION FOR CONVENIENCE OR CAUSE BY BUYER: Buyer shall have the right to suspend or terminate this Order for convenience (with or without cause) at any time by written notice to Seller. In addition to and not in limitation of the foregoing, Buyer may terminate this Order in whole or in part at any time by written notice in the event Seller, without Buyer's prior written consent: (a) fails to comply with any provision of this Order; (b) becomes insolvent or makes an assignment for the benefit of creditors, or a receiver or similar officer is appointed to take charge of Seller's assets and such condition(s) is not cured within 30 days; or (c) fails to provide satisfactory assurances of performance within 2 days of Buyer's written demand. Upon such termination, Seller shall deliver such completed goods as Buyer may request. Buyer shall have no liability to Seller beyond payment for conforming goods or services delivered to and accepted by Buyer pursuant to such request or prior to the notice of termination. In the event the termination is for cause, Buyer may in addition to termination, pursue any other rights or remedies it may have available under this Order or the Applicable Laws (defined below) and recover all expenses incurred by Buyer arising from Seller's default, including without limitation, all reasonable attorneys' fees and expenses. In the event a termination for cause is ruled invalid, Seller agrees said termination shall convert to termination for convenience without cause.

16) CHANGE ORDERS: No change, additional time or additional compensation shall be allowed unless authorized in writing by Buyer by a Change Order. Change Orders shall be performed under applicable provisions of this Order and promptly acted upon by Seller.

17) INSURANCE: During the term of this Order, Seller shall maintain the following minimum insurance coverages (or such other specific insurance and/or limits determined by Buyer to be appropriate), and shall furnish Buyer upon request with certificates reflecting such insurance: (a) Commercial General Liability ("CGL"), including products and completed operations - $1,000,000 per occurrence and $2,000,000 aggregate; (b) Automobile Liability, for all owned, hired, and non-owned vehicles with minimum limits of liability for bodily injury, death or property damage of $1,000,000 combined single limit per occurrence; (c) if providing **consulting/professional services**, Professional Liability - $2,000,000 per claim and $2,000,000 aggregate; (d) Workers' Compensation - as required by law and Employer's Liability - $1,000,000 per bodily injury; and (e) Umbrella/Excess Liability in excess of the coverages required by (a) – (d) - $5,000,000 per occurrence. Seller shall name Buyer, its parent, subsidiaries and affiliates as additional insureds on the CGL, Automobile Liability, and Umbrella/Excess Liability policies. All policies shall contain a waiver of subrogation in favor of Buyer. The coverages required under this Order shall be primary and non-contributory. All coverage must be placed with insurance carriers having a minimum AM Best rating of A. All insurance coverages shall be effective in the state(s) in which Seller performs hereunder and shall provide for no reduction, cancellation or alteration to be effective until thirty (30) days after written notice thereof is actually given to Buyer.

18) INDEMNITY: To the fullest extent permitted by law, Seller shall indemnify, defend and hold harmless Buyer, and its affiliates, and its and their respective employees, officers, directors, members, representatives and agents ("Buyer Group"), from and against any and all claims, demands, causes of action, damages, liabilities, judgments, losses, fines, awards, penalties, costs and expenses (including attorneys' fees and costs of defense) arising or resulting from Seller's performance under this Order and attributable to: (a) the acts or omissions of Seller, its affiliates, subcontractors, suppliers, employees or invitees, or anyone for whose acts Seller may be liable ("Seller Group"); (b) Seller's failure to comply with any provision of this Order; or (c) failure to comply with Applicable Laws, Safety Rules or Permits (defined below) by any member of Seller Group. Seller shall be obligated to indemnify and defend the members of Buyer Group against their concurrent negligence to the fullest extent permitted by law, but not their sole negligence or willful misconduct, if any. Seller's indemnification obligation shall not be limited in any way by any limitation on the amount or type of damages, compensation or benefits payable by Seller under any applicable state workers' compensation statute, disability statute, or any other employee benefit law, rule or regulation.

19) OWNERSHIP: For consulting/professional services: Seller agrees that Buyer shall be entitled to all right, title and interest in and to all ideas, conceptions, discoveries, inventions, improvements, designs, methods, techniques, processes and software, whether or not subject to patent or copyright protection, that are developed by Seller alone, with Buyer or jointly with others and that (a) are conceived, made or developed during the course of the services and relate in any way to the research, product development or business of Buyer, (b) are conceived or reduced to practice by Seller within the scope of Seller's services, or (c) come to Seller during the course of its services as a result of the services (collectively, "Intellectual Property"). Seller agrees that any copyrightable works falling within such Intellectual Property shall constitute a "work made for hire" within the meaning of the United States Copyright Act. Seller further agrees that it will and hereby does assign to Buyer the Seller's entire right, title and interest in and to all such Intellectual Property and that Seller will execute at any time during or after the performance of the services an assignment for any such Intellectual Property.

20) INTELLECTUAL PROPERTY INDEMNITY: Seller's indemnity obligations hereunder shall include any claim against Buyer that any services or goods furnished under this Order infringe any patent, copyright, or other intellectual property interest. If Buyer's use of the services or goods is held to be an infringement or is enjoined (or if Buyer reasonably believes such is likely to occur), Seller shall, at its sole expense as Buyer requests, obtain for Buyer the right to continue using the services or goods or replace or modify them to be noninfringing, but functionally equivalent.

21) COMPLIANCE WITH LAWS, SAFETY RULES, PERMITS: In performing hereunder, Seller will comply with all applicable governmental laws, ordinances, codes, rules, regulations, standards, orders and other requirements ("Applicable Laws"), and with all safety and security requirements and policies of Buyer ("Safety Rules"). Seller will also obtain and comply with all required permits, licenses and authorizations ("Permits").

22) ENTIRE AGREEMENT: This Order in accordance with its Terms and Conditions and the Purchase Order contains and reflects the entire agreement between Buyer and Seller, including all exhibits, specifications, drawings, schedules, riders, supplements, amendments, addenda, standards and other conditions referenced in and/or attached to this Order and supersedes all prior agreements and understandings, whether oral or written, between them with respect to the subject matter hereof. No additions to or changes in this Order shall be made unless first authorized in writing by Buyer. Any terms, conditions and/or counteroffers issued by the Seller, either prior to or after the issuance of this Order, whether or not they are contrary to the terms and conditions in this Order or are written or verbal, are hereby rejected and are null and void, with no legal effect. Acceptance of this Order is strictly based on the terms and conditions contained herein and commencement

of and/or providing the services or goods is acceptance, as set forth above, of all the terms and conditions contained in this Order. Neither party shall have the right to pursue any claim or action regarding express or implied representations that were made prior to the effective date of this Order or which are not part of this Order.

23) DISPUTES: Seller agrees any dispute or claim arising out of this Order shall be settled at Buyer's request in its sole discretion by binding arbitration under the American Arbitration Association or similar rules. The forum for any dispute, whether arbitration or litigation, shall be Allegheny County, Pennsylvania; however, Buyer shall have the right to join Seller in any third-party action arising out of this Order, wherever the forum.

24) ASSIGNMENT: Any assignment or subcontracting of rights or obligations by Seller under this Order (including by operation of law) in whole or in part without the prior written consent of Buyer is void. Buyer reserves the right to assign this Order in whole or in part to any affiliate or related company. This Order shall inure to and be binding upon the parties hereto and their successors and permitted assigns.

25) NON-RECOURSE: Seller hereby agrees that it shall have no recourse against any affiliate of the Buyer including, but not limited to, any general partner of the Buyer, for any claims or other liabilities under this Order.

26) Severability: If any term or provision of the Order is invalid, illegal, or unenforceable in any jurisdiction, such invalidity, illegality, or unenforceability shall not affect any other term or provision of the Order or invalidate or render unenforceable such term or provision in any other jurisdiction.

27) GENERAL: The laws of the Commonwealth of Pennsylvania, without reference to conflicts-of-laws principles, shall govern this Order. The rights and remedies provided herein are in addition to those available to Buyer at law or in equity. In no event shall a failure by Buyer to enforce any right or remedy herein or otherwise available be deemed a waiver of such right or remedy. The partial or complete invalidation of any provision herein by a court having jurisdiction shall not affect the validity of any other provision to the maximum extent permitted by law.