SUPERIOR HUNTINGDON COMPOSITES, LLC & AFFILIATES
TERMS AND CONDITIONS OF SALE

1. General. This document constitutes an offer by Superior Huntingdon Composites, LLC (and its related affiliates) ("Company") to undertake a good faith effort to deliver the products (the "Products") described in Company's confirmation (the "Confirmation") of the purchase order delivered to the Company by the buyer to which this offer is delivered ("Buyer"), subject to the terms and conditions hereof. Company's sales representatives have no authority to change, modify, or alter these terms and conditions. These terms and conditions are deemed to be incorporated into and made a part of the Confirmation. Buyer will be deemed to have accepted the Confirmation without qualification, upon the earlier to occur of Company's receipt of a copy of the Confirmation signed by Buyer or Buyer's acceptance of the Products. Company will have no obligation to perform under the Confirmation until Company has received a copy of the Confirmation signed by Buyer. No other terms and conditions, including any conflicting terms and conditions in Buyer's purchase order or other Buyer documents, will in any way modify the Confirmation. No amendment to the Confirmation will be effective unless signed by a duly authorized Company officer.

2. No Guaranty of Supply. Company has no control over a variety of factors that can affect the efficiency of Company's manufacturing process, including for example and without limitation, the quality of raw materials, the timely delivery of raw materials, access to the labor necessary to manufacture the Products, and plant and equipment breakdowns. Therefore, while Company will undertake a good faith effort to deliver all of the Products on the delivery date specified in the Confirmation, Company makes no guaranty that it will do so and Company will have no liability whatsoever for any failure by Company for any reason to deliver the volume of products specified in the Confirmation or to deliver any Product on the delivery date specified in the Confirmation.

3. Pricing and Payment Terms. In consideration of Company's willingness to manufacture and deliver the Products to the Buyer despite the uncertainties set forth in Section 2, Buyer acknowledges that manufacture and delivery of the Products may be delayed due to the factors referenced in Section 2 and that such uncertainties may result in increased costs to the Company for the manufacture and delivery of the Products to Buyer. Therefore, the price for the Products will be the prices specified in the Confirmation; provided however, that Company may increase such prices to reflect increases in Company's costs relating to the manufacture and delivery of the Products, including without limitation increases in prices in raw materials or for delivery of raw materials for the Products, variations in the quality of such raw materials, increases in labor costs to manufacture the Products, and increases in transportation costs, which increased prices for the Products will be set forth in the invoice for the Products to be delivered by Company to Buyer. Buyer shall pay Company in full in U.S. dollars the prices set forth in the applicable invoice for the Products, which prices may be increased from the prices specified in the Confirmation as provided herein, on or before the payment due date specified in such invoice. Interest will accrue at the lower of 1.5% per month or any part of a month compounded annually or at the highest rate permitted by applicable law on any amount due, but not paid, pursuant to any such invoice. Buyer shall reimburse Company within 15 days after receipt of Company's invoice for the same for all costs, including attorneys' fees, incurred by Company in collecting any amount due, but not timely paid, including any accrued interest. Any payment of any overdue amount will first be applied to the amount due, then to any accrued interest, then to Company's costs incurred in collecting the same, and then to any accrued interest on amounts due for such costs.

4. Delivery, Title, and Risk of Loss. Unless stated otherwise in the Confirmation, the Products will be delivered to Buyer FOB the Company's loading dock. Company is not responsible for any loss, damage, or delay that may occur after Products have been accepted for shipment by the applicable transportation company. Title to the Products will pass from Company to Buyer upon Buyer's payment in full for the Products and any other amount due pursuant to Section 3. Buyer shall reimburse Company for any freight payment by Company made on Buyer's behalf, subject to the payment terms set forth in Section 3. Any failure by Buyer to make any claim for any delivery shortage within ten days after delivery of the Products to Buyer will be deemed to constitute unqualified acceptance of such Products and a waiver of any such claim against Company by Buyer.

5. Remedies for Breach. If Buyer breaches the terms of the Confirmation, then, in addition to any other remedies Company may have at law, in equity, or pursuant to these terms and conditions, and without any liability to Company, Company may: (a) terminate the Confirmation; (b) declare immediately due and payable all of Buyer's obligations to Company; (c) change credit terms with respect to any further accepted orders; and (d) suspend any accepted orders until Buyer cures any such breach.

6. Returns. No Products may be returned to Company without Company's prior written authorization and Products may be returned only as specified in such authorization.

7. Warranty.

(a) Company warrants that the Products will be substantially free from defects and be of a merchantable quality. This warranty is void if the Products are damaged in transit or through negligence, abuse, misuse, accidents, or improper storage.

(b) COMPANY'S SOLE OBLIGATION UNDER THIS WARRANTY IS THAT UPON PROMPT WRITTEN NOTICE BY BUYER OF ANY DEFECT, TO REPLACE THE APPLICABLE PRODUCT WITHOUT CHARGE F.O.B. THE COMPANY'S LOADING DOCK. COMPANY WILL HAVE NO OTHER LIABILITY TO BUYER OR TO ANY PARTY ONE CLAIMING UNDER, BY OR THROUGH BUYER FOR ANY OTHER OBLIGATIONS OR LIABILITIES, INCLUDING, BUT NOT LIMITED TO, OBLIGATIONS OR LIABILITIES ARISING IN CONTRACT OR WARRANTY, NEGLIGENCE OR OTHER TORT OR ANY THEORY OF STRICT LIABILITY, WITH RESPECT TO THE PRODUCTS OR COMPANY'S ACTS OR OMISSIONS.

(c) This warranty will terminate 90 days after delivery of the Products. Failure to give notice of a claim within 30 days after any Product will constitute a waiver by Buyer of all claims with respect to such Product.

(d) THE LIMITED WARRANTY SET FORTH IN THIS ARTICLE IS EXCLUSIVE AND IN LIEU OF ANY OTHER EXPRESS OR IMPLIED WARRANTY, INCLUDING, BUT NOT LIMITED TO, ANY IMPLIED WARRANTY OF MERCHANTABILITY AND FITNESS FOR PARTICULAR PURPOSE. Any oral or written description of the Products is for the sole purpose of identifying the Products and shall not be construed as an express warranty.

8. Limitation on Liability. IN NO EVENT WILL COMPANY BE LIABLE FOR

INCIDENTAL, CONSEQUENTIAL OR OTHER DAMAGES, REGARDLESS OF WHETHER THE SAME WERE REASONABLY FORESEEABLE. COMPANY'S AGGREGATE LIABILITY WITH RESPECT TO DEFECTIVE PRODUCTS WILL BE LIMITED TO THE AMOUNT PAID BY BUYER TO COMPANY FOR DEFECTIVE PRODUCTS DELIVERED TO BUYER BY COMPANY. Company will have no obligation to reimburse Buyer for any expenses incurred by Buyer in replacing any defective Product.

9. Intellectual Property Infringement. Company assumes no liability for any infringement of any patent or other intellectual property right by virtue of Buyer's or any other party's use of the Products in combination with other materials or products, and Buyer shall indemnify, defend and hold harmless Company from and against any liability, cost (including attorneys' fees), judgment, award, penalty or fine arising in connection with any claim related thereto.

10. Taxes and Other Charges. Any manufacture's tax, retailer's occupation tax, use tax, sales tax, excise tax, duty, customs agent or broker's fees, inspection or testing fee, freight costs, insurance, consular fees, or any other tax, fee or charge of any nature whatsoever, imposed on, in connection with or measured by any transaction between Company and the Buyer shall be paid by the Buyer in addition to the prices quoted or invoiced.

11. Miscellaneous.

(a) Governing Law and Jurisdiction. The Confirmation is to be governed by and construed according to Pennsylvania law without the application of the International Convention on the Sale of Goods or any jurisdiction's conflicts of law principles. The state and federal courts located in Pennsylvania will have exclusive jurisdiction over any cause of action, claim, suit or demand by Buyer arising from, in connection with, or related to the Confirmation or the Products. Buyer shall not assert any defense alleging that any such venue is inconvenient. Both parties hereby irrevocably admit themselves to and consent to the jurisdiction of said court. If Company prevails in any such action through any final appeal, Company will be entitled to a judgment that includes all of its costs, including attorneys' fees, incurred in connection therewith.

(b) Assignment. Any assignment of any of Buyer's rights or obligations under the Confirmation without Company's prior written consent will be void.

(c) Severance. If any provision of the confirmation is held to be invalid, such provision shall be construed, if possible, in a manner that makes it enforceable and as nearly as possible approximating the parties' original intent. In any case, the remainder of the Confirmation will remain in effect notwithstanding the severance or construction of any such provision.

(d) Successors and Assigns. The Confirmation will inure to the benefit of and be binding on the parties and their respective successors and permitted assigns.

(e) Survival. Articles 3, 5, 6, 7, 8, 9, 10 and 11 will survive any termination of the Confirmation.

(f) Integration. The Confirmation, and these terms and conditions, which are

incorporated into and made a part of the Confirmation, reflect the entire agreement between the parties and replace and supersede any previous or contemporaneous agreement between the parties, whether oral, written, or formed by a course of dealing, with respect to their subject matter.