



1200 Susquehanna Ave  
Huntingdon, PA 16652  
814.641.8300

## **General Terms and Conditions of Sale**

### **(Goods and Services)**

**1. Acceptance of Orders.** All orders or other proposed agreements are subject to acceptance by Huntingdon Fiberglass Products, L.L.C. (the "Seller") and are not binding on the Seller unless so accepted. Agreements for sales created by Seller's acceptance on the terms above shall be deemed to have been formed in the State of Pennsylvania, regardless of the location of the Buyer. These terms and conditions of sale are applicable to all quotations and purchase orders and are the only terms and conditions applying to the sale of Seller's goods or services except those which additionally relate to (i) price, (ii) quantity, (iii) delivery schedule, (iv) payment terms, and (v) the description and specifications of the goods or services provided. Except as set forth in the previous sentence, Seller hereby expressly objects to and rejects any terms and conditions proposed by Buyer which are different from or in addition to the terms contained herein, unless expressly assented to in writing by the Seller. Buyer's signing of this form, or acceptance of goods or services described in Buyer's order shall constitute its unqualified acceptance of the terms and conditions contained herein.

**2. Delivery/Risk of Loss/Transportation/Insurance.** Seller shall use reasonable commercial efforts to make delivery or perform services within the time requested. All terms and conditions regarding transportation shall be set forth using Uniform Commercial Code conventions. Unless the parties specifically agree to other transportation terms, deliveries shall be F.O.B. Buyer's destination, but goods shall be deemed to be delivered and title to the goods and the risk of loss, damage and delay shall pass to Buyer at such time as possession of such goods is given to a transportation carrier at Seller's facility. Seller reserves all rights with respect to delivered goods as permitted by law, including, without limitation, the right of rescission, repossession, resale and stoppage in transit until the full amount due from Buyer in respect of the delivered goods has been paid. Seller has the right to make partial deliveries when Seller reasonably deems appropriate, and in cases of such partial delivery, unless otherwise agreed to by the parties, Buyer agrees to pay to Seller a prorated price for such goods on the payment terms set forth in Section 14 hereof. Unless otherwise agreed to by the parties, Seller has no obligation to obtain insurance for Buyer covering the goods while they are being transported, and Buyer shall insure each shipment of goods with a reputable insurer for the full invoice of such shipment.

**3. Prices/Taxes.** Prices and charges for Seller's goods and/or services shall be invoiced at Seller's prices and charges in effect at time of shipment. In the case of a price decrease, adjustments will not be allowed on goods in transit or held in inventory of Buyer. In the case of a price increase, Buyer will be given notice thereof and, if the new price is unacceptable, Buyer may cancel any order or portion thereof with respect to goods not yet delivered to the carrier. Unless otherwise provided by law, Buyer shall pay to Seller any and all taxes, excises or other charges (other than taxes on or measured by Seller's net income) which are based upon or measured by the sale, transportation, delivery or use of the goods sold and delivered hereunder or upon the services performed by Seller. In addition, Buyer agrees that any claim regarding overpayment must be asserted in writing within one (1) year from the date such goods were invoiced to Buyer or the date such services were performed. All claims not asserted in writing within such one (1) year period shall be deemed irrevocably waived.

**4. Freight.** All freight shipments shall be made by Seller's routing. Rail freight will be used at the discretion of the Seller. If Buyer requests different transportation arrangements, any additional transportation costs resulting from Buyer's request or from any general increase in transportation or fuel costs, will be added to the invoice, as will any extraordinary transportation costs charged to Seller.

**5.** Cancellation. Buyer's wrongful nonacceptance of goods, or cancellation or repudiation of an agreement to purchase goods or services shall entitle Seller to recover, in addition to any incidental damages caused by Buyer's wrongful nonacceptance, cancellation or repudiation, either (i) in the case of goods, the risk of loss of which has passed to Buyer at the time of nonacceptance, cancellation or repudiation, or goods which cannot reasonably be resold by Seller to a third party, or services which have already been performed, the price of such goods or services, or (ii) in the case of goods for which other buyers exist or services not yet performed, or where an action for the price is not otherwise permitted by law, damages equal to the profit (including reasonable overhead) which Seller would have realized had Buyer fully performed or, at Seller's option, 20% of the contract price as liquidated damages, plus, in the case of special orders, Seller's expenses, if any, incurred prior to receipt by Seller of notice of cancellation by Buyer, in connection with providing special services, developing special tooling, purchase special supplies and the like.

**6.** Modifications. No amendment or modification of these terms and conditions shall be valid unless made in a writing signed by authorized representatives of both parties. If Buyer has ordered or acknowledges this sale transaction on its own terms, the Seller hereby expressly and specifically rejects all of Buyer's terms and conditions that are in addition to or different from the terms and conditions herein. No course of prior dealings and no usage of the trade shall be relevant to supplement, vary or explain any terms used in this agreement. A waiver by either party of any breach or failure to enforce any term or condition of these terms and conditions shall not create any modification or amendment to these terms and conditions.

**7.** Quantity Variations. On any individual order or release against an order for goods not stocked as a standard item, or not packed in standard cartons or packages, or on which special fabrications or constructions are involved, the Seller reserves the right to ship and invoice for a quantity of goods, which may vary up to 10 percent over or under the quantity specified on the individual order or release and the Buyer shall accept delivery and pay for such revised quantity. Shortages or errors in quantity of goods must be reported within thirty (30) days from receipt of shipment to secure an adjustment. In addition, claims for proof of delivery of a shipment must be made within fifteen (15) days from the scheduled delivery date.

**8.** Force Majeure/Allocation of Goods. Seller will not be responsible for any failure or delay in the performance of all or any part of this agreement caused by acts of God and nature, intervention of government, war or threat of war, conditions similar to war, sanctions, blockades, embargoes, strikes, lockouts or other causes or circumstances beyond the reasonable control of Seller. However, Seller shall use commercially reasonable efforts to give written notice to the Buyer whenever such contingency or other act becomes reasonably foreseeable, and shall give written notice to the other party of the cessation of such contingency. Seller shall not be required to resolve a strike, lockout or other labor problem in a manner which it does not, in Seller's sole discretion, deem advisable. Whenever the Seller determines its ability to supply the total demands for goods covered by an order or release against an order is insufficient to meet current shipping requirements or in the event of any contingency mentioned above, the Seller may allocate any goods affected first for its own use, for its subsidiaries and affiliates and the remainder among its customers (including those not under contract at the time of the contingency) on such basis as the Seller in the exercise of its sole discretion may determine, and in such event the Seller shall not be liable to Buyer for failure to deliver all or any part of the quantities sold hereunder. The provisions of this Section 8 shall be effective even though the circumstance or contingency invoked by the Seller shall have been in effect on the date a particular order was accepted.

**9.** Limited Warranty/Disclaimer of Warranties. In the case of goods sold by Seller with a separate written warranty, that warranty shall apply. Otherwise, the Seller warrants only that (i) goods shall be manufactured in accordance with Seller's specifications and (ii) services shall be performed as specified. THE WARRANTY REFERENCED OR PROVIDED ABOVE IS THE ONLY WARRANTY PROVIDED BY SELLER AND IS IN PLACE OF AND TO THE EXCLUSION OF ANY OTHER WARRANTY, WHETHER EXPRESS OR IMPLIED, INCLUDING THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, ALL OF WHICH ARE EXPRESSLY EXCLUDED. In no event shall Seller be responsible for goods manufactured by other parties; such goods shall carry only the warranty of the manufacturer.

10. Buyer's Remedies/Limitation of Liability

(a) Buyer's sole and exclusive remedy and the limit of Seller's liability for goods or services proven to be other than warranted, whether based upon breach of warranty, negligence, strict liability, tort, breach of contract or any other legal theory, shall be, at Seller's option, (a) replacement of the goods or services, without charge, carriage paid to Buyer's facility; or, (b) provided that the non-conforming goods are returned to Seller, at Seller's cost, if Seller so requests, refund of the purchase price paid in respect of such goods or services, plus commercially reasonable charges in connection with the return or disposition of goods. To effect this sole and exclusive remedy, Buyer must make its claim for breach of warranty in writing within 12 months of the date of shipment of the goods or performance of the services, and any such claim not made within such 12-month period shall be irrevocably waived.

(b) Seller's sole liability with respect to the goods and services, for any and all loss or damage to Buyer, or any other loss, damage, expense or claim, resulting from any cause whatsoever (whether based on damaged or defective goods, irrespective of whether such damages or defects are discoverable or latent, or Seller's limited warranty shall fail of its essential purpose, or any other reason), and whether based upon breach of warranty, negligence, strict liability, tort, breach of contract or any other theory, shall in no event exceed the aggregate purchase price of the particular goods or the price of the services with respect to which losses, damages, expenses or costs are claimed. Seller shall have no liability to any person other than Buyer by virtue of the sale of the goods, provision of services, or any other matters contemplated by this agreement and Buyer shall add Seller as a party protected by Buyer's warranty and limit of liability provisions in Buyer's terms of sale. The limitation of liability set forth in this paragraph shall survive termination or cancellation of this agreement.

(c) THE FOREGOING IS THE ENTIRE OBLIGATION OF SELLER. IN NO EVENT SHALL SELLER BE LIABLE FOR ANY CONSEQUENTIAL, SPECIAL, INCIDENTAL, INDIRECT OR PUNITIVE DAMAGES TO ANY PERSON, WHETHER BASED UPON BREACH OF WARRANTY, NEGLIGENCE, STRICT LIABILITY, TORT, BREACH OF CONTRACT OR ANY OTHER THEORY, REGARDLESS OF WHETHER THE REPLACEMENT OR REFUND REMEDY SET FORTH ABOVE FAILS OF ITS ESSENTIAL PURPOSE OR FOR ANY OTHER REASON WHATSOEVER.

No statement or recommendation made or assistance given by Seller, or its representatives, either oral or in any literature or other documentation, to Buyer, its customers or any other persons in connection with the purchase, use or installation by Buyer, its customers or any other persons, of any Product sold hereunder, shall constitute a waiver by Seller of any provision hereof or affect Seller's liability as herein defined; and no such statement, recommendation or assistance that is not expressly required by the provisions of this agreement shall subject Seller to any liability of any nature whatsoever.

11. Safety and Health Information. The Seller has supplied or made available to Buyer information (including but not limited to Material Safety Data Sheets) and warnings concerning the safety and health aspects of its goods. Buyer agrees to communicate such information and warnings to Buyer's employees, agents, contractors and customers, and to require such persons to further communicate such information and warnings to all persons that they may reasonably foresee will be exposed to or handle such goods.

12. Trademarks. The purchase of goods or Services shall not entitle Buyer to use, or otherwise identify Buyer or its business with the name, trademark, service mark or other identity of the Seller. Should Buyer violate this provision, the Seller may avail itself of all remedies provided for by law or in equity, including, without limitation, injunctive relief.

13. Export Sales. Buyer represents and warrants that it has complied and/or will comply with all applicable laws, rules and regulations pertaining to the export, import and movement of the goods sold hereunder. All drawbacks of duties paid on items used in the manufacture of the goods delivered hereunder

shall accrue to the Seller, and Buyer agrees to furnish the Seller with all documents and cooperation necessary to obtain payment of such drawbacks.

14. **Terms of Payment.** Terms of payment shall be as stated on individual price sheets or other agreement, if at any time the Buyer's credit is unsatisfactory to the Seller or is in any way impaired, the Seller reserves the right, among other remedies; to terminate this contract, suspend further deliveries, or, to require payment either by:

- (a) Cash with the order;
- (b) Cash payment by sight draft against bill of lading; or,
- (c) Cash on delivery (C.O.D.).

(Under (b) and (c) above, Buyer will be charged and agrees to pay all collection fees.)

Cash discounts are allowed only on the sales value of the goods. Transportation costs and other "add-on" charges are excluded. The Seller will compute and show on the invoice the exact amount of cash discount allowed. Buyer will not be allowed a cash discount on any invoice while any past due invoice remains unpaid. No future datings may be given on invoices. Except as otherwise agreed, invoices are payable in U.S. Dollars only. If Buyer fails to pay the price for goods when due, the Seller shall be entitled to recover the purchase price, the lesser of 18% interest per annum or the maximum interest rate permitted by law, costs of collection, all damages resulting from the Buyer's breach and reasonable attorney fees incurred. A Buyer who makes payment by check that is returned due to non-sufficient funds will be assessed a fee of \$50.00 for each returned check.

15. **Return of Goods.** Goods sold by the Seller may not be returned for credit unless permission is granted by the Seller in writing within six (6) months from the date of delivery of the goods. Only standard goods regularly maintained in stock by the Seller and in resalable condition will be considered by it for return by the Buyer for credit. If permission is granted, such goods must be returned to Seller in good resalable condition, freight prepaid and credit will be allowed depending on the condition upon receipt by Seller. Special packaging by Buyer may be necessary to protect goods returned in less than full truckload quantities. Credit shall not exceed 90% of the original or then current purchase price for the goods delivered to the Buyer, whichever is the lower, less freight paid by the Seller on the original shipment to the Buyer.

16. **Default**

(a) This agreement shall terminate automatically, without necessity of notice, in the event that Buyer makes an assignment for the benefit of creditors, is adjudicated as bankrupt or in the event of the filing of any voluntary or involuntary petition in bankruptcy against Buyer or the appointment of a receiver for Buyer or any substantial part of its properties. Furthermore, in the event that this agreement contemplates an on-going supplier/purchaser relationship between the parties involving the performance of obligations over a definite period of time pursuant to a written supply arrangement, then and only then, shall Section 16(b) below also apply.

(b) In the event that this Section 16(b) is incorporated into this agreement pursuant to Section 16(a) above, and except as otherwise specifically provided herein, if either party fails to perform any of the terms of this agreement, (i) the other party may defer its performance under this agreement until the default is cured by the defaulting party, or (ii) at its option, the party may treat such default as a breach of the entire agreement and, if such default is not cured within 30 days after the giving of notice thereof to the defaulting party (or, in the case of default in payment of monies, within 10 business days), may immediately terminate this agreement upon notice to the defaulting party.

17. **General.**

**(a)** The remedies of the parties hereunder shall be cumulative and not alternative. Except as set forth in Section 10 hereof, the remedies set forth in this agreement are not exclusive, and the parties may enforce their rights under this agreement at law, including under applicable provisions of the Uniform Commercial Code of the Commonwealth of Pennsylvania, or in equity.

**(b)** By acceptance of an order, the Seller agrees to comply to the best of its ability with the provisions of any applicable law, and all valid regulations and orders thereunder to the extent required thereby. Any such provisions which are required to be included herein shall be deemed incorporated herein by reference. If Buyer specifies in its order that this agreement will create a subcontract under a contract with any governmental entity, Buyer must note the government contract number on the face of the order and list any provisions which must under applicable law be included in such subcontract. Seller shall review and advise whether Seller will accept Buyer's order.

**(c)** To the extent that there is any conflict between any general term and condition set forth herein and any specific form or terms agreed to by the parties, the specific term and condition shall control. All notices or agreements hereunder must be in writing to be enforceable.

**(d)** This agreement shall be governed by the laws of the State of Pennsylvania, but excluding its conflict of laws provisions.

**(e)** The invalidity or unenforceability of any term or condition set forth herein shall not affect the validity or enforceability of the remaining terms and conditions hereof. Any provision held invalid or unenforceable only in part or degree shall remain in full force and effect to the extent not held invalid or unenforceable.

**(f)** Except as otherwise expressly provided herein, a cause of action for breach of the terms and conditions stated herein or as to price, quantity or quality must be commenced by Buyer within 12 months from the date of delivery of the goods or conclusion of services.

**(g)** Buyer shall not assign the whole or any portion of this agreement without the prior written consent of Seller; any assignment or other transfer of any rights or obligations hereunder that occurs without the consent of Seller shall constitute a default. Seller reserves the right to assign and delegate its rights and obligations hereunder to any of its affiliates or any purchaser of substantially all of its assets, whether by way of asset purchase, stock purchase, merger or otherwise.

**(h)** Each shipment by the Seller shall be deemed a separate and independent transaction and payment therefor shall be made accordingly.

**(i)** Except insofar as this agreement references other written agreements and writings of and between the parties, this agreement contains the entire agreement between the parties with respect to the subject matter hereof and supersedes any prior representation or agreement between the parties, whether written or oral.

**(j)** A waiver by either party of any breach or failure to enforce any term or condition of this agreement shall not in any way affect, limit or waive such party's right at any time to enforce strict compliance with that or any other term or condition of this agreement. Except as stated expressly herein, no delay by either party in enforcing its rights hereunder shall operate as a waiver of those rights.

**(k)** With regard to all the time periods set forth herein, time is of the essence.

**(l)** All conditions of the obligations of the parties and all undertakings set forth in this agreement are solely and exclusively for the benefit of the parties hereto and their successors and permitted assigns, and no other person or entity shall be deemed a third party beneficiary of such conditions or undertakings.

(m) Any dispute or cause of action the Buyer and Seller may have with one another arising out of this agreement shall be settled by arbitration in accordance with the Commercial Arbitration Rules of the American Arbitration Association, and judgment upon the award rendered by the arbitrators may be enforced in any court having jurisdiction thereof. The arbitration tribunal shall consist of three arbitrators, of whom one shall be nominated by Buyer, one by Seller, and a third, who shall serve as chairman, shall be chosen by the two party-nominated arbitrators. The place of arbitration should be Pittsburgh, Pennsylvania. The award of the arbitrators shall be final and binding. The parties waive any right to appeal the arbitral award, to the extent a right of appeal may be lawfully waived. Each party retains the right to seek judicial assistance to compel arbitration, to obtain interim relief pending arbitration, and to enforce the award of the arbitrators, including the final award.

(n) The provisions of Sections 3, 5, 9, 10, 12, 13, 14 and 17 shall survive the termination of this agreement indefinitely.

ACCEPTED AND AGREED

this \_\_\_\_ day of \_\_\_\_\_, \_\_\_\_.

By: Its:



1200 Susquehanna Ave  
Huntingdon, PA 16652  
814.641.8300

SUPERIOR COMPOSITES CO., LLC  
TERMS AND CONDITIONS OF SALE

1. General. This document constitutes an offer by Superior Composites Co., LLC ("Company") to provide the products described herein (the "Products") to the buyer to which this offer is addressed ("Buyer"), subject to the terms covenants and conditions contained herein. Company's sales representatives are without authority to change, modify or alter the terms of this contract. Buyer shall be deemed to have made an unqualified acceptance of this contract upon the earlier to occur of the Company's receipt of a copy of this contract signed by Buyer or Buyer's receipt of the Products.

2. Delivery, Title, and Risk of Loss. Prices on shipments are in U.S. Dollars. Unless stated otherwise on the face hereof, Company is not responsible for any loss, damage, or delay which may occur after Products have been accepted or shipment by transportation company. Title to the Products all pass from Company to Buyer upon Buyer's payment in full for the Products. Unless stated otherwise on the face hereof, regardless of freight payment by Company on Buyer's behalf (for which Buyer agrees to reimburse Company), all risk of loss or damage in transit shall pass to Buyer upon delivery of the Products to a freight forwarder, Buyer's transport or separate transportation company. Claims for shortages or other errors must be made in writing to Company within 10 days after receipt of shipment. Failure to give such notice shall constitute unqualified acceptance and a waiver of all such claims by Buyer.

3. Terms of Payment. Payment terms are as stated on the face of the Invoice and are due to the Company bank account as designated by the Company. Terms of payment on all orders are subject to the approval of the Company's credit department. If Buyer does not pay Company any amount due under this contract or any other agreement when such amount is due or if Buyer defaults in the performance of this contract, Company may, without liability to Buyer and without prejudice to Company's other lawful remedies (I) terminate Company's obligations under this contract (II) declare immediately due and payable all Buyer's obligations to Company, (III) change credit terms with respect to any further accepted order or (IV) suspend any accepted orders until Buyer pays all overdue amounts. Buyer agrees to reimburse Company for all costs incurred by Company, including reasonable attorney's fees, to collect any sums owed by Buyer to Company. Buyer agrees to pay a late payment charge in an amount equal to the lesser of 1-1/2% per month or the highest rate permitted by applicable law on all amounts not paid in full when due.

4. Changes and Returns. Buyer may not alter or modify its order or any part thereof without the prior, written consent of Company. Company reserves the right to change the price, terms of payment, and delivery dates for any Products affected by any alterations or modification to which it consents. No Products may be returned to Company without its prior written authorization and Products may be returned only on the terms or conditions specified.

5. Warranty. Company warrants that its products will be substantially free from defects and be of a merchantable quality. This warranty is void in cases of damage in transit, negligence, abuse, misuse, accidents, or improper storage. COMPANY'S SOLE OBLIGATION UNDER THIS WARRANTY SHALL BE UPON PROMPT WRITTEN NOTICE BY BUYER OF ANY DEFECT, TO REPLACE WITHOUT CHARGE F.O.B. SUPERIOR COMPOSITES CO., LLC, ANY DEFECTIVE PRODUCTS EXPRESSLY WARRANTED HEREIN BY COMPANY. COMPANY SHALL NOT BE LIABLE TO BUYER, OR TO ANYONE CLAIMING UNDER BUYER, FOR ANY OTHER OBLIGATIONS OR LIABILITIES, INCLUDING, BUT NOT LIMITED TO, OBLIGATIONS OR

LIABILITIES ARISING OUT OF BREACH OF CONTRACT OR WARRANTY, NEGLIGENCE OR OTHER TORT OR ANY THEORY OF STRICT LIABILITY, WITH RESPECT TO THE PRODUCTS OR COMPANY'S ACTS OR OMISSIONS. This warranty covers only replacement of defective Products and does not include field service, travel and living expenses. All warranties shall terminate on the date that is (90) days from the date of delivery of the Product. Failure to give notice of a claim within sixty (90) days from date of delivery of Products shall constitute a waiver by Buyer of all claims with respect to such Products. IN NO EVENT SHALL COMPANY BE LIABLE FOR INCIDENTAL, CONSEQUENTIAL OR OTHER DAMAGES. COMPANY'S AGGREGATE LIABILITY WITH RESPECT TO DEFECTIVE PRODUCTS SHALL BE LIMITED TO THE MONIES PAID BY BUYER TO COMPANY FOR THE DEFECTIVE PRODUCTS MANUFACTURED BY COMPANY.

Company will not reimburse Buyer for any expenses incurred by Buyer in replacing any defective Product, except for those incurred with the prior, written permission of Company.

Company, in its manufacture and sale of these Products, will assume no liability as to possible infringements of patents by virtue of the use of such Products in combination with other elements or products, and Buyer hereby indemnifies and holds harmless Company against all damages sustained by Company, including, but not limited to, reasonable attorneys' fees, resulting from any action or threatened action against Company related thereto.

6. DISCLAIMER OF WARRANTIES. COMPANY AND BUYER AGREE THAT THE WARRANTIES IN THE PRECEDING SECTION ARE EXCLUSIVE AND IN LIEU OF ALL OTHER EXPRESS OR IMPLIED WARRANTIES, INCLUDING, BUT NOT LIMITED TO, IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR PARTICULAR PURPOSE. COMPANY HEREBY DISCLAIMS AND EXCLUDES ALL OTHER EXPRESS OR IMPLIED WARRANTIES. 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.

7. 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.

8. GOVERNING LAW; JURISDICTION. This contract shall be governed by and construed according to the internal laws of the State of Kentucky, including without limitation, the Uniform Commercial Code as adopted by Kentucky. Any cause of action, claim, suit or demand by Buyer allegedly arising from or related to the terms of this contract or the relationship of the parties shall be brought in a court situated in the State of Kentucky. Both parties hereby irrevocably admit themselves to and consent to the jurisdiction of said court. The provisions of this paragraph shall survive termination of this contract for any reason.