

GENERAL TERMS AND CONDITIONS OF SALE

This terms and conditions of sale apply to any sale of products (the “Products”) by C.F. Maier Composites, Inc., a Colorado corporation (“Company”), to “Purchaser” and include liability and remedy limitations and warranty exclusions, including without limitation language excluding the warranty of merchantability and fitness for particular purpose (“Agreement”).

1. General. These general conditions, together with any nonconflicting provisions in Company’s quotation, are intended by the parties as the final expression, and contain the complete and exclusive statement, of the terms and conditions of this Agreement superseding all previous or simultaneous communications either oral or written. Company’s quotations are offers, which may only be accepted in full. If Purchaser’s order or other form states terms additional to or different from those set forth herein, this writing shall be deemed notification of objection to such additional or different terms. This Agreement is conditioned on Purchaser’s acceptance and assent to the terms and conditions contained herein. Acceptance of this Agreement shall be deemed to have occurred at the earlier of (i) 7 days from the date specified on Company’s acknowledgment form unless written objection is received by Company during such 7 day period, (ii) Company’s identification of existing goods as goods to which this Agreement refers, or (iii) onset of Company’s manufacture of future goods. This Agreement cannot be waived, varied, modified or amended in any manner (including subsequent conduct between the parties) except in a writing signed by Company. Any portion deemed invalid or unenforceable shall be struck and the remainder of this Agreement shall continue to be effective and binding. This Agreement shall bind and inure to the benefit of the parties and their respective successors and assigns. This Agreement is made under, and for all purposes shall be construed and enforced in accordance with and governed by, the laws of the State of Colorado, excluding (i) its conflict of laws provisions and (ii) the United Nations Convention for the International Sale of Goods.

All actions arising hereunder shall be instituted in Prowers County, Colorado. Purchaser hereby consents to the jurisdiction of the state and federal courts sitting in Prowers County, appoints the Secretary of State of Colorado in Denver as its agent for service of process and agrees to appear in action upon written notice thereof.

2. Price and Payment. Unless otherwise stated, all prices for the Products are net Ex Works (INCOTERMS 2000) Company’s facility in Lamar, Colorado (“EXW”), with freight and insurance for Purchaser’s account, and shall be those prices in effect at the time Company accepts Purchaser’s order except as provided below. As Company’s prices are based upon costs and conditions (including exchange rates) existing at time of acceptance, prices are subject to increase as those conditions change, e.g. increase in price of materials and labor and exchange rate fluctuations. Prices exclude all duties, taxes, tariffs, or other charges (“Charges”) which may be imposed upon the sale or use of the Products. All Charges paid by Company shall be for Purchaser’s account. Any claim for exemption from Charges must be plainly designated on the face of the order and accompanied by all required exemption certificates. Payments are due net 30 days from the date of invoice, in immediately available funds, without deductions or set-off. Company may require payment to be made C.O.D. or via irrevocable letter of credit in favor of, and acceptable to, Company, established at Purchaser’s expense.

If payment is not made when due, Company may suspend all future delivery or other performance (including performance of warranty obligations hereunder) with respect to Purchaser without liability or penalty and, in addition to all other sums payable hereunder, Purchaser shall pay to Company (i) the reasonable costs and expenses incurred by Company in connection with all actions taken to enforce collection or to preserve and protect Company's rights hereunder, whether by legal proceedings or otherwise, including without limitation reasonable attorneys' fees, court costs and other expenses and (ii) interest on all amounts unpaid after 30 days charged at the monthly rate of 1.5% or the highest rate permitted by law, whichever is lower.

3. Title and Security Interest. Company reserves and Purchaser hereby grants to and creates in favor of Company, a first priority purchase money security interest in each Product (or the equivalent under Purchaser's local law), including all component parts added by modification or repair, and all proceeds from the sale thereof, until full payment is received. Purchaser agrees to sign upon request, and hereby authorizes Company to sign on its behalf and as its attorney in fact, any documents necessary to perfect Company's security interest. Upon resale, Purchaser agrees to take, and immediately assign to Company, a perfected security interest in each Product. The security interest granted under this provision constitutes a purchase money security interest under the Colorado Uniform Commercial Code.

4. Shipment; Delivery; Inspection; Termination. Unless otherwise agreed in writing, shipment and delivery of the Products shall be EXW. All shipment, insurance or similar charges shall be borne by Purchaser. Delivery of the Products to the first carrier shall constitute delivery to Purchaser, whereupon risk of loss is transferred to Purchaser, and all claims for loss or damage in transit or for non-delivery shall be made by Purchaser against the carrier. At Company's option, Products may be shipped in advance of the requested shipment date or in installments. Unless agreed to otherwise in writing on the face of the applicable purchase order by the General Manager of Company (the "Company Representative"), all delivery information (including time for shipment) is approximate. Company's sole responsibility is to use reasonable commercial efforts to meet specified shipment dates. Purchaser expressly absolves Company from any liability for any loss or damage resulting from a failure to deliver or delays in delivery caused by any conditions related to, or caused by, failure to process or inaccurate processing of time-sensitive information and/or mechanisms, a labor dispute (e.g. strike, slowdown or lockout), fire, flood, governmental act or regulation (e.g. denial of export licenses), riot, inability to obtain supplies or shipping space, plant breakdown, power failure, delay or interruption of carriers, accidents, acts of God or other causes beyond Company's control. Notwithstanding the above, Company shall not be liable for any damage or penalties whatsoever, weather indirect, incidental, special or consequential, resulting from Company's failure to deliver or delay in delivery for any other reasons. Within five business days of receipt, Purchaser shall inspect the Products. Unless Purchaser notifies Company in writing of any nonconformities within 10 business days of receipt, Purchaser shall be deemed to have accepted the Products without qualification, and cannot, thereafter, reject any Products. Once used or installed, Products are deemed to be fully conforming to this Agreement. If Purchaser timely notifies Company of any Nonconforming Goods, Company shall, in its sole discretion, (i) replace such Nonconforming Products with conforming Goods, or (ii) credit or refund the price for such Nonconforming Goods, together with any reasonable shipping and handling expenses incurred by Purchaser in connection therewith. Purchaser shall ship, at its expense and risk of loss, the Nonconforming Products to Company's facility. "**Nonconforming Goods**" means only the following: (i) product shipped is different than identified in Purchaser's purchase order; or (ii) product's label or packaging incorrectly identifies its contents. If Company exercises its option to replace Nonconforming Goods, Company shall, after receiving Purchaser's shipment of Nonconforming Goods, ship to Purchaser, at Purchaser's expense and risk of loss, the replaced Products to the Company's facility or any other location determined by Company. Purchaser acknowledges and agrees that the remedies set forth in this section are Purchaser's exclusive remedies for the delivery of Nonconforming Goods. Except as provided under this

section, all sales of Products to Purchaser are made on a one-way basis and Purchaser has no right to return Products purchased under this Agreement to Company.

In addition to any remedies that may be provided under these terms of the Agreement, Company may terminate this Agreement with immediate effect upon written notice to Purchaser, if Purchaser: (i) fails to pay any amount when due under this Agreement and such failure continues for 30 days after Purchaser's receipt of written notice of nonpayment; (ii) has not otherwise performed or complied with any of these terms of the Agreement, in whole or in part; or (iii) becomes insolvent, files a petition for bankruptcy or commences or has commenced against it proceedings relating to bankruptcy, receivership, reorganization or assignment for the benefit of creditors.

5. Cancellation, Failure to Take Delivery. Excluding Purchaser's rights regarding Nonconforming Goods as described in section 4, this Agreement cannot be canceled or postponed by Purchaser except with Company's consent and upon terms that will indemnify Company against loss. If Purchaser cancels all or part of an order for special, non-standard Products ("Specials"), Purchaser shall pay Company the greater of an amount equal to (i) 100% of the price for such cancelled Specials, or (ii) the actual and consequential damages incurred by Company, including without limitation Company's anticipated profit and expenses already incurred by Company. If Purchaser cancels all or part of an order for standard Products ("Standard Products"), Purchaser shall pay Company the greater of an amount equal to (i) 50% of the price for such cancelled Standard Products, or (ii) the actual and consequential damages incurred by Company, including without limitation Company's anticipated profit and expenses already incurred by Company. In the event the Purchaser requests an extension of the delivery date and Company, in its sole discretion, agrees to extend such date, Company may place such Products either at Company's warehouse in Lamar, CO at an off-site location.

In such events, (a) if storage is at an off-site location, all costs incurred by Company in connection with such storage, including, without limitation, costs of preparing such Product for storage, placement into storage, handling, storage/demurrage, inspection, preservation and insurance (or if storage shall be at Company's warehouses, then up to five percent (5%) of the total price of the Products being stored for each month (or portion thereof) of storage), shall be due and payable by Purchaser upon receipt by Purchaser of Company's invoices therefore, and (b) Company's delivery obligations shall be deemed fulfilled and title and all risk of loss or damage to such Products shall thereupon pass to Purchaser, if it has not already passed, and (c) when conditions permit and upon payment of all amounts due hereunder, Company shall arrange, on behalf of Purchaser, and at the cost of Purchaser, for shipment to a destination mutually acceptable to Company and Purchaser.

6. Limited Warranty. Subject to the warranty limitation set forth in Section 7, Company warrants that the Products sold hereunder will be free from defects in material and workmanship for one year after shipment EXW, under normal and proper use and service. Drawings prepared by Company and approved by Purchaser shall be deemed the correct interpretations of the work to be performed even if inconsistent with the plans and specifications. Upon resale, Purchaser agrees to extend to its customers no greater warranties, and limit its liability and remedies to the same extent, as those set forth herein.

7. Warranty Limitation. The warranty and remedies for breach of warranty provided for in these General Conditions extend only to the original installation and do not cover, and Company shall not be liable for, (i) abnormal wear and tear or damage caused by installation, maintenance, or use which is improper or contrary to the instructions published by Company, (ii) storage of Products in a wet or damp area or unprotected from weather and other job conditions, (iii) any cause beyond the control of Company, including without limitation conditions caused by movement, settlement or structural defects of the environment in which the Products are installed, fire, wind, hail, flood, lightning or other acts of God, any conditions related to, or caused

by, failure to process or inaccurate processing of time-sensitive information and/or mechanisms, intentional acts, accidents, negligence or exposure to harmful chemicals, pollutants or other foreign matter or energy, (iv) repair or damage caused by anyone except personnel authorized by Company,(v) any damage to the finish of the Products after they leave Company's facility, or (vi) any discoloration or spotty appearance of the Products. Items repaired or replaced and designs corrected under warranty are warranted only for the remainder of the original warranty period. All Product literature is for illustrative purposes only and does not contain a warranty of any kind. Company's advice relating to the technical usage of the Products or the intellectual property rights of others, whether provided orally or in writing or through the provision of test results, is given in accordance with Company's best knowledge at that time, but shall at all times be deemed to be non-binding. Such advice does not relieve Purchaser from the obligation, and Purchaser accepts full responsibility, to confirm for himself the suitability of the Products for the intended purpose(s).

EXCEPT FOR THE WARRANTY SET FORTH IN SECTION 6 COMPANY MAKES NO WARRANTY WHATSOEVER WITH RESPECT TO THE GOODS, INCLUDING ANY (a) WARRANTY OF MERCHANTABILITY; OR (b) WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE; OR (c) WARRANTY OF TITLE; OR (d) WARRANTY AGAINST INFRINGEMENT OF INTELLECTUAL PROPERTY RIGHTS OF A THIRD PARTY; WHETHER EXPRESS OR IMPLIED BY LAW, COURSE OF DEALING, COURSE OF PERFORMANCE, USAGE OF TRADE OR OTHERWISE.

Products manufactured by a third party ("Third Party Product") may constitute, contain, be contained in, incorporated into, attached to or packaged together with, the Products. Third Party Products are not covered by the warranty in Section 7. For the avoidance of doubt, COMPANY MAKES NO REPRESENTATIONS OR WARRANTIES WITH RESPECT TO ANY THIRD PARTY PRODUCT, INCLUDING ANY (a) WARRANTY OF MERCHANTABILITY; (b) WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE; (c) WARRANTY OF TITLE; OR (d) WARRANTY AGAINST INFRINGEMENT OF INTELLECTUAL PROPERTY RIGHTS OF A THIRD PARTY; WHETHER EXPRESS OR IMPLIED BY LAW, COURSE OF DEALING, COURSE OF PERFORMANCE, USAGE OF TRADE OR OTHERWISE.

8. Remedy. Purchaser's sole and exclusive remedy, and Company's only obligation for breach of warranty hereunder, shall be, at Company's option in its sole discretion, to (i) repair or replace the defective Product which fails within the one year warranty period, free of charge, provided that Purchaser promptly notifies Company of such failure and, after receipt of prior written authorization from Company, returns such Product to the place requested by Company, freight prepaid, and thereupon Company finds such to be defective or (ii) issue a credit equal to the price of the defective Product which fails within the one year warranty period. Purchaser must pay all related costs of repair or replacement, including removal, installation or reinstallation costs. Company's personnel must be granted access to inspect the Products claimed to be defective at the site of their installation or use.

In addition to any remedies that may be provided under this Agreement, Company may terminate this Agreement with immediate effect upon written notice to Purchaser, if Purchaser: (i) fails to pay any amount when due under this Agreement and such failure continues for 30 days after Purchaser's receipt of written notice of nonpayment; (ii) has not otherwise performed or complied with any of this Agreement, in whole or in part; or (iii) becomes insolvent, files a petition for bankruptcy or commences or has commenced against it proceedings relating to bankruptcy, receivership, reorganization or assignment for the benefit of creditors.

9. Disclaimer; Limitation of Liability, Time for Claims.

IN NO EVENT SHALL COMPANY BE LIABLE TO PURCHASER OR ANY THIRD PARTY FOR ANY LOSS OF USE, REVENUE OR PROFIT OR LOSS OF DATA OR DIMINUTION IN VALUE, OR FOR ANY CONSEQUENTIAL, INDIRECT, INCIDENTAL, SPECIAL, EXEMPLARY, OR PUNITIVE DAMAGES WHETHER ARISING OUT OF BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE) OR OTHERWISE, REGARDLESS OF WHETHER SUCH DAMAGES WERE FORESEEABLE AND WHETHER OR NOT COMPANY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, AND NOTWITHSTANDING THE FAILURE OF ANY AGREED OR OTHER REMEDY OF ITS ESSENTIAL PURPOSE.

IN NO EVENT SHALL COMPANY'S AGGREGATE LIABILITY ARISING OUT OF OR RELATED TO THIS AGREEMENT, WHETHER ARISING OUT OF OR RELATED TO BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE) OR OTHERWISE, EXCEED THE TOTAL OF THE AMOUNTS PAID TO COMPANY FOR THE PRODUCTS SOLD HEREUNDER PURCHASER'S ACTUAL DAMAGES, WHATEVER IS LESSER.

The limitation of liability set forth above shall not apply to (i) liability resulting from Company's gross negligence or willful misconduct and (ii) death or bodily injury resulting from Company's acts or omissions.

All contract, liability and warranty claims against Company must be brought within one year after the cause of action arises, and Purchaser expressly waives any longer statute of limitations.

10. Specifications, Intellectual Property. Company assumes no liability for any errors or omissions in any specifications provided or required by Purchaser ("Purchaser Specifications"), including any errors or omissions made by Company in interpreting Purchaser Specifications. Purchaser Specifications not listed and priced by Company are not part of this Agreement. Purchaser agrees, at its own expense, to defend, indemnify and hold harmless Company, its officers, agents, employees and principals, against any and all losses, costs, including investigation costs, damages, claims, liabilities or expenses of any kind, including without limitation reasonable attorneys' fees, arising out of or resulting from, directly or indirectly, any claims of violation of proprietary rights of third parties due to, or injury or death to persons or damage to property caused by, Purchaser Specifications. Company retains all copyrights and other ownership rights with respect to all drawings, models, plans, software, samples, and other documentation (collectively "Company Documentation"). Company Documentation may not be copied or disclosed to others without Company's express written consent and must be promptly returned to Company (i) if an order is not placed or (ii) at Company's request. If an order is not placed in response to Company Documentation, Company is entitled to reasonable compensation.

11. Exports. Purchaser warrants that it is and will remain in compliance with all export, import and reexport requirements, laws and regulations of the United States of America and any other applicable import, export and reexport laws and regulations of all other countries involved in the sale of the Products under this Agreement. Purchaser assumes all responsibility for shipments of Products requiring any government import clearance. Company may terminate this Agreement if any governmental authority imposes antidumping or countervailing duties or any other penalties on Products.

12. Compliance with Law. Purchaser shall comply with all applicable laws, regulations and ordinances. Purchaser shall maintain in effect all the licenses, permissions, authorizations, consents and permits that it needs to carry out its obligations under this Agreement.

13. Change Orders. Any changes to an order requested by the Purchaser shall only be effective upon the written consent thereto, signed by the Company's representative.

14. Waiver. No waiver by Company of any of the provisions of this Agreement is effective unless explicitly set forth in writing and signed by Company. No failure to exercise, or delay in exercising, any right, remedy, power or privilege arising from this Agreement operates, or may be construed, as a waiver thereof. No single or partial exercise of any right, remedy, power or privilege hereunder precludes any other or further exercise thereof or the exercise of any other right, remedy, power or privilege.

15. Confidential Information. All non-public, confidential or proprietary information of Company, including but not limited to specifications, samples, patterns, designs, plans, drawings, documents, data, business operations, customer lists, pricing, discounts or rebates, disclosed by Company to Purchaser, whether disclosed orally or disclosed or accessed in written, electronic or other form or media, and whether or not marked, designated or otherwise identified as "confidential" in connection with this Agreement is confidential, solely for the use of performing this Agreement and may not be disclosed or copied unless authorized in advance by Company in writing. Upon Company's request, Purchaser shall promptly return all documents and other materials received from Company. Company shall be entitled to injunctive relief for any violation of this section. This section does not apply to information that is: (a) in the public domain; (b) known to Purchaser at the time of disclosure; or (c) rightfully obtained by Purchaser on a non-confidential basis from a third party.

16. Assignment. Purchaser shall not assign any of its rights or delegate any of its obligations under this Agreement without the prior written consent of Company. Any purported assignment or delegation in violation of this section is null and void. No assignment or delegation relieves Purchaser of any of its obligations under this Agreement.

17. No Third-Party Beneficiaries. This Agreement is for the sole benefit of the parties hereto and their respective successors and permitted assigns and nothing herein, express or implied, is intended to or shall confer upon any other person or entity any legal or equitable right, benefit or remedy of any nature whatsoever under or by reason of this Agreement.

18. Relationship of the Parties. The relationship between the parties is that of independent contractors. Nothing contained in this Agreement 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.

19. Notices. All notices, request, consents, claims, demands, waivers and other communications hereunder (each, a "**Notice**") shall be in writing and addressed to the parties at the addresses set forth on the face of Purchaser's order or to such other address that may be designated by the receiving party in writing. All Notices shall be delivered by personal delivery, nationally recognized overnight courier (with all fees pre-paid), facsimile (with confirmation of transmission) or certified or registered mail (in each case, return receipt requested, postage prepaid). Except as otherwise provided in this Agreement, a Notice is effective only (a) upon receipt of the receiving party, and (b) if the party giving the Notice has complied with the requirements of this section.