

PPG Terms and Conditions of Sale

1. PAYMENT

1.1 Payment of the Product purchase price and any additional charges shall be made in full accordance of terms stated on the Seller's invoice. All payments will be made in U.S. dollars.

1.2 If Buyer fails to fulfill any condition of its payment obligations, Seller may suspend or cancel delivery under any pending purchase order, and Buyer will pay Seller all costs incurred by Seller due to such suspension or cancellation (including storage costs).

2. TAXES

2.1 Seller shall be responsible for, and shall pay directly, any and all corporate and individual taxes that are produced by the sale of the Products (the "Seller Taxes"). If Buyer deducts or withholds Seller Taxes, Buyer shall furnish within one month to Seller accurate official receipts from the appropriate governmental authority for each deducted or withheld Seller Taxes. Buyer shall be responsible for, and shall pay directly when due and payable, any and all Buyer Taxes (defined below), but shall not deduct Buyer Taxes from any amount due to Seller. If Seller is required to pay Buyer Taxes, Buyer shall, promptly upon presentation of Seller's invoice for such Buyer Taxes, pay to Seller in U.S. dollars an amount equal to the U.S. dollar equivalent of such Buyer Taxes.

2.2 "Buyer Taxes" means all taxes, duties, fees, or other charges of any nature (including, but not limited to, ad valorem, consumption, excise, franchise, gross receipts, import, license, property, sales, stamp, storage, transfer, turnover, use, or value-added taxes, and any and all items of withholding, deficiency, penalty, addition to tax, interest, or assessment related thereto), other than Seller Taxes, imposed by any governmental authority of any country on Seller or its employees or subcontractors due to the execution of any agreement or the performance of or payment for work hereunder.

3. SHIPMENT; DELIVERY; TITLE TRANSFER; STORAGE

3.1 Shipment will be made from Seller's manufacturing location in the United States, or such other U.S. point of shipment as specified by Seller. The Product price does not include freight charges (are shipped FOB from Seller's manufacturing location).

3.2 Title to the Product and risk of loss shall pass to the Buyer at the time of the delivery of the Product to a common carrier. Buyer will be responsible for arranging and paying for transportation from the U.S. point of shipment, to Buyer's facilities or End-Users named facility.

3.3 If any part of the Product order cannot be shipped to Buyer when ready due to any cause not attributable to Seller, upon notice to Buyer, Seller may ship such Product to storage. If such Product is placed in storage, including storage at the facility where manufactured, the following conditions shall apply: (a) title and all risk of loss or damage shall thereupon pass to Buyer if it had not already passed; (b) any amounts otherwise payable to Seller upon delivery or shipment shall be payable upon presentation of Seller's invoices and certification as to cause for storage; (c) all expenses incurred by Seller, such as for preparation for and placement into storage, handling, inspection, preservation, insurance, storage, removal charges and any taxes shall be payable by Buyer upon submission of Seller's invoices; and (d) when conditions permit and upon payment of all amounts due hereunder, Seller shall resume delivery of the Product to the originally agreed point of delivery.

4. WARRANTY

4.1 Seller fully warrants to Buyer that the Product shall be free from all material defects in material, workmanship, and title based on the design criteria supplied to Seller from Buyer.

4.2 The foregoing warranties are provided at no cost to Buyer and shall apply to Product for defects which appear within the period commencing on the date of shipment and ending twelve months thereafter. If any Product fails to meet the warranty set forth in 4.1 during the applicable warranty period in this 4.2, Seller shall correct any such failure by either (with such choice to be solely Seller's) (a) repairing the defective Product, or (b) replacing the defective Product. Any such failure

shall not be cause for extension of the duration of the warranty period. All costs (including costs of removal, return and reinstallation) associated with such repair or replacement shall be the sole responsibility of Seller. Seller shall not be responsible for removal or replacement of systems, structures or other ancillary devices attached to any Product.

4.3 The foregoing warranties are conditioned upon (i) proper storage, handling, transportation, installation, operation, use, repair, and maintenance, and conformance with the installation, operation and maintenance manuals provided by Seller and any reasonable recommendations of Seller, and (ii) the Buyer promptly notifying Seller of any defects and, if required, promptly making the Product available for correction.

4.4 The preceding paragraphs of this Article 4 set forth the exclusive remedies for all claims based on failure of or defect in the Product provided under these terms and conditions, whether a claim, however instituted, is based on contract, indemnity, warranty, tort (including negligence), strict liability or otherwise. THE WARRANTIES SET FORTH IN THIS ARTICLE 4 ARE IN LIEU OF ALL OTHER WARRANTIES, WHETHER ORAL, WRITTEN, EXPRESS, OR IMPLIED, INCLUDING WITHOUT LIMITATION IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. SELLER'S WARRANTY OBLIGATIONS AND BUYER'S, ITS END-USER'S REMEDIES UNDER THIS ARTICLE 4 ARE SOLELY AND EXCLUSIVELY AS STATED HEREIN.

INVOICE TERMS AND CONDITIONS

1. The price stated herein shall be in United States currency. The price includes all taxes required by law to be paid by Seller as well as charges for boxing and crating unless otherwise specified, but does not include sales, use, occupation, license, excise or other taxes to be paid by Buyer, nor does the price include charges for tooling or transportation charges. 2. This shipment is a separate and independent transaction, with payment due accordingly. Where shipment is delayed by Buyer, payments are due when Seller is prepared to make shipment. Products held for Buyer shall be at Buyer's risk and expense. Payment is due and payable thirty (30) days after invoice date unless otherwise specified herein. Time is of the essence. A FINANCE CHARGE OF TWO PERCENT (2%) PER MONTH, OR THE HIGHEST RATE ALLOWABLE BY LAW, IF LESS THAN TWO PERCENT (2%) PER MONTH, WILL BE ADDED TO THE UNPAID BALANCE ON ALL ACCOUNTS NOT PAID IN FULL ON OR BEFORE THE DUE DATE. THE FINANCE CHARGE IS EQUIVALENT TO AN ANNUAL PERCENTAGE RATE OF TWENTY-FOUR PERCENT (24%).

3. Regardless of whether the Seller or Buyer selects the carrier, all shipments are F.O.B. shipping point with freight prepaid or collect by Buyer, whichever applicable. Buyer hereby acknowledges that title and risk of loss shall pass upon delivery of the goods to the carrier.

4. Stated shipping dates and dates of delivery, if any, are approximate, and are not a guarantee of any particular date of shipment or delivery. Seller shall not be liable for any delay or failure in performance or in the delivery or shipment of materials hereunder, or for any damages suffered by Buyer or anyone claiming under Buyer by reason of such delay, if such delay in performance is due to causes beyond its control, such as acts of God, war, acts of government, fire, flood, strike, delay in transportation, or otherwise. In the event of such delay, Seller may, at its option, cancel this agreement, or delay performance hereunder for any period reasonably necessary due to any of the foregoing causes during which time this agreement shall remain in full force and effect, and Seller shall have the further right to then allocate its available goods between its own use and its customers in such manner as Seller may consider equitable, without liability for any failure of performance which may result therefrom. IN THE EVENT OF A DELAY OR FAILURE OF PERFORMANCE NOT EXCUSED UNDER THE FOREGOING, SELLER'S LIABILITY SHALL NOT EXCEED THAT PORTION OF THE INVOICE PRICE REPRESENTED BY THE QUANTITY OR MATERIAL DELAYED OR NOT SHIPPED.

5. Seller warrants that the materials to be supplied hereunder will conform to the description on the

face hereof, subject to Seller's standard tolerances for variations. THIS WARRANTY IS EXPRESSLY IN LIEU OF ALL OTHER WARRANTIES EXPRESSED OR IMPLIED. THERE ARE NO WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. THERE ARE NO WARRANTIES WHICH EXTEND BEYOND THE DESCRIPTION ON THE FACE HEREOF. SELLER SHALL NOT BE LIABLE FOR ANY SPECIAL, INCIDENTAL OR CONSEQUENTIAL DAMAGES ARISING FROM ANY BREACH OF WARRANTY OR ANY DAMAGES FOR NEGLIGENCE. SELLER'S LIABILITY AND BUYER'S EXCLUSIVE REMEDY IS EXPRESSLY LIMITED TO THE REPAIR OR REPLACEMENT, WITHOUT COST TO BUYER, OF DEFECTIVE MATERIALS, OR THE REPAYMENT OF THE PURCHASE PRICE UPON RETURN OF MATERIALS, OR THE GRANTING OF A REASONABLE ALLOWANCE ON ACCOUNT OF ANY DEFECTS, AS SELLER MAY SOLELY ELECT. Seller shall have the right, at all times hereafter, to inspect the materials and otherwise investigate Buyer's claims. Any claim on account of defective materials or for any other cause whatsoever, shall be deemed waived by Buyer unless written notice thereof is given to Seller within thirty (30) days after the date of shipment.

6. If Buyer (i) fails to perform any of the terms and conditions to be performed by Buyer, including, without limitation, payment of the purchase price when due, (ii) dissolves or is liquidated, or (iii) is the subject of a proceeding in bankruptcy, insolvency, receivership or assignment or the benefit of creditors, then Seller may, in its sole discretion, without notice to Buyer, declare Buyer to be in default. Upon or after default, Seller may, without notice, (i) defer any shipments or stop any materials shipped while in transit until payment in full is made, or until Seller is otherwise satisfied as to Buyer's financial responsibility and Buyer has given adequate assurance of payment to Seller as requested by Seller, (ii) cancel in whole, or in part, any and all orders then outstanding between Seller and Buyer, (iii) declare all sums owing hereunder and under any other agreement, documents or instruments between Seller and Buyer, whether now or hereafter existing to be immediately due and payable, and (iv) exercise any and all other rights and remedies available under applicable law, including, without limitation, the Uniform Commercial Code of Indiana. All attorneys fees and legal expenses incurred by Seller in enforcing the same shall be borne by Buyer.

7. Return of defective products shall be made, TRANSPORTATION CHARGES PREPAID, only with the prior written consent of Seller and subject to such conditions as the Seller shall specify. Title and risk of loss shall remain with Buyer until said products are returned F.O.B. Seller's plant.

8. With respect to any item supplied in accordance with Buyer's designs, specifications or instructions, Buyer shall indemnify, defend and hold harmless Seller and its assigns from and against all liability, loss, damage, and expense including reasonable attorneys fees, resulting from any actual or claimed trademark, patent or copyright infringement, domestic or foreign, or any litigation based thereon. Such obligation shall survive acceptance of the goods and payment by Buyer hereunder.

9. Except as otherwise herein provided, and in the event the items supplied hereunder are in accordance with Seller's design or specifications, Seller shall defend at its expense any suit brought against Buyer based upon a claim that any item provided hereunder infringes any United States Letters Patent, and shall pay costs and damages finally awarded in such suit, provide that, (a) Seller is notified promptly in writing of the suit and is give assistance for the defense of the same and (b) Seller shall have sole control of the defense of any suit and all negotiations for its settlement and compromise. In the event a final non-appealable judicial determination is made that an item furnished hereunder infringes upon a valid United States patent, Seller shall, at its option and expense, either procure for Buyer the right to continue using the item, replace the same with a non-infringing item. or refund the purchase price and transportation cost thereof. THE FOREGOING STATES THE ENTIRE LIABILITY OF SELLER FOR PATENT INFRINGEMENT. THERE SHALL BE NO LIABILITY, CONSEQUENTIAL OR OTHERWISE, FOR THE USE OF ANY ITEM COVERED BY ANY ADVERSELY HELD PATENT.

10. In connection with the manufacturing or the furnishing of materials hereunder, Seller has complied with federal, state or local laws or regulations respecting manufacture, assembly, purchase, or sale of the goods.

11. No claims for shortage in weight or count will be honored by Seller unless presented within live (5) working days after receipt of the goods by Buyer.

12. Seller at Buyer's expense, shall provide, keep in good condition and replace when necessary all dies, tools, gauges, fixtures and patterns necessary for the production of any goods or materials ordered. Buyer shall be charged for all such tools or dies, unless herein specified to the contrary. Title for all such tooling and dies shall remain the property of the Seller, notwithstanding any payment made by Buyer. Any tools, dies and fixtures not used in production for a period of two (2) years may be scrapped by Seller upon thirty (30) days written notice to Buyer and the proceeds derived therefrom shall be retained by the Seller.

13. Notwithstanding form language to the contrary contained in any purchase order or acknowledgment by Buyer of this transaction, whether received by Seller before or after the date hereof, the failure by Buyer to object to the terms hereof in writing within ten (10) days after the date hereof or shipment of the goods by Seller hereunder, shall unless otherwise mutually agreed to in writing, constitute acceptance by the Buyer of the terms hereof. Any additional or inconsistent terms or conditions in Buyer's purchase order or acknowledgment are not binding on Seller unless agreed to in writing by Seller. No change modifications or waiver of any provisions hereof shall be effective unless the same shall be in writing and signed by a duly authorized representative or Seller. No waiver by Seller of any breach of any provision hereof shall constitute a waiver of any other breach of such provision. Seller's failure to object to provisions contained in any communication from Buyer shall not be deemed an acceptance of such provisions or as a waiver of the provisions hereof.

14. This invoice supersedes all prior agreements, merges all prior negotiations, and constitutes the entire agreement between the parties with respect to the subject matter hereof. The terms and conditions hereof shall be binding upon Seller and Buyer, their respective successor and assigns.

15. Buyer agrees that upon acceptance of the goods or payment hereunder, that any action for breach hereunder shall be commenced within one (1) year.

16. This transaction shall be governed by the laws of the state of origin and any action with respect hereto shall be maintained in said state.