

GENERAL: Valjon Industries, Inc. d/b/a Arbonite and all its subsidiaries/divisions is hereafter referred to as the "Company," and the addressee of this quotation as the "Purchaser." These terms and conditions shall supersede all prior oral or written documents or statements of any kind delivered or made, as the case may be, by the parties hereto, and no subsequent documents or statements purporting to modify these terms and conditions shall be binding upon the Company unless consented to by the Company in writing making specific reference to this quotation, it being the intention of the parties hereto that any transaction or transactions between the parties hereto arising from the making of this quotation by the Company and its acceptance in whole or in part, with or without modifications, by the Purchaser shall be governed exclusively by these terms and conditions. In particular, but without limiting the generality of the foregoing, it is agreed and understood that any terms and conditions contained in any document intended to be responsive in whole or in part to this quotation, anything in such document to the contrary notwithstanding shall not modify, supplement or abrogate any of these terms and conditions, all of which alone shall govern any transaction or transactions arising out of such document intended to be responsive hereto. The parties hereto further agree that any response to this quotation by the Purchaser which purports to accept all or any part of such quotation shall be deemed to be the Purchaser's agreement to be bound exclusively by all of the terms and conditions hereof with respect to that portion of this quotation which is so accepted by the Purchaser.

WARRANTY: The Company warrants that all work to be performed hereunder shall be free from defects in material and workmanship for period of one (1) year from the date such work is shipped by the Company to the Purchaser. If within such one (1) year period from the date of shipment by the Company, the Company is notified that any work performed hereunder does not meet the foregoing specific warranty, the Company's sole liability shall be to correct any defect in material or workmanship, at its option, by repairing or replacing such work. Transportation and or field service team mobilization, travel costs and lodging will be at the Purchaser's expense. The Company shall have no liability whatever to correct any defect resulting from ordinary wear and tear, accidental damage, neglect, misuse or other acts or omissions on the part of the Purchaser. This warranty does not apply to repairs on equipment that have been in service. In no event shall the Company be liable for loss or damage of any kind caused by any such defect including, without limitation, consequential damage such as loss of profits or claims against Purchaser, liquidated or unliquidated, arising from its inability to use or market any materials delivered to it by the Company. It shall be a specific condition to any liability of the Company hereunder that, in the event that any test is to be performed in order to determine whether any defect in any work performed exists the conditions of such test shall be mutually agreed upon, and the Company shall be notified of and may be represented at all such tests that may be made. THE FOREGOING WARRANTY IS IN LIEU OF ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, WITHOUT LIMITATION, ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. THE PARTIES HERETO EXPRESSLY AGREEING

THAT IN CONSIDERATION OF THE PRICES BEING QUOTED HEREUNDER THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE AND ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, ARE INTENDED TO BE EXCLUDED FROM THIS TRANSACTION AND SHALL NOT APPLY TO ANY WORK PERFORMED HEREUNDER.

It is hereby acknowledged that employees of the Company may have made or may hereafter make oral statements about the work described in this quotation. Such statements do not and will not constitute warranties, shall not be relied upon by the Purchaser and are not part of the terms and conditions hereof. Further, all rights to make any claims for damages against the Company for the Company's negligence in any way connected with the work to be performed hereunder, whether such negligence arises out of the design or performance of such work or otherwise, are hereby expressly waived and relinquished, along with all rights to make any claim for damages against the Company under any theory of strict tort liability or liability without fault for any defect in such work in any way connected with its design or performance, including but not limited to the liability without fail here of recovery authorized pursuant to section 402A of the Restatement (2d) of Torts.

PRICES: Prices quoted herein are based on present prices of materials, present labor rates applicable, and current transportation rates (if included), and are firm for a period of sixty (60) days from the date of quotation. In order to qualify for such prices, the Purchaser must not merely accept this quotation by countersigning it in the place indicated but must also deliver the work to be performed to the Company at its address stated on the reverse hereof, all within sixty (60) days from the date of the quotation, in default of which the prices quoted herein will be subject to price adjustments to the extent that the cost to the Company of materials or labor, or transportation rates, if applicable, shall have increased since the date of this quotation.

DELIVERY: Shipping dates stated hereon are only approximations and are dependent upon the timely receipt from the Purchaser of the work to be performed, together with the timely delivery of all information requested of the Purchaser with respect to such work, and also the timely receipt of all necessary materials from the Company's suppliers. The Company shall not be responsible or liable to the Purchaser for any loss or damage suffered by the Purchaser directly or indirectly as a result of the Company's failure to complete and deliver any work by any shipping date specified therefor if such failure is due to any act of God, accident, explosion, fire, governmental action (including prohibitions, regulations, restrictions, preemption or priorities) labor troubles, action of the elements, war, riots, insurrection, inability to obtain material, labor or manufacturing facilities, acts or omissions of the Purchaser, delays in transportation or any causes beyond the reasonable control of the Company. If any such event should occur, the shipping date or dates hereunder shall be extended for a period equal to the delay caused by such event. Delivery to the Purchaser of any work to be performed hereunder shall be deemed to occur, and the Company's responsibility for any such items shall be deemed to terminate, at the time and place of delivery by the Company

to the carrier intended to transport the same, and all such work thereafter shall be the exclusive responsibility of the Purchaser. All shipping and transportation charges shall be for the account of the Purchaser unless otherwise specified on the reverse hereof, and the Purchaser shall pay for any special handling charges.

PAYMENTS: Each shipment shall be considered a separate and independent transaction and payment therefor shall become due as such shipment is made. If any shipment is delayed by the Purchaser at its request or due to any failure on the part of the Purchaser to provide materials or information, the payment for such shipment shall become due on the date when the Company is prepared to make shipment. If work to be performed hereunder is delayed by the Purchaser, the Company shall thereupon be entitled to request payment for all work theretofore performed by the Company based upon the percentage of work completed as compared with the total purchase price. In the event that any completed work or materials shall be held by the Company for the Purchaser, the Company shall be entitled to make a reasonable storage charge therefor, but all such work or materials shall be held at the sole risk of the Purchaser. If the financial condition of the Purchaser at any time does not, in the sole judgment of the Company, justify continuance of the work to be performed by the Company hereunder on the terms of payment originally agreed upon, the Company may require full or partial payment in advance or may cancel any order then outstanding and receive payment for work there to for performed in accordance with the cancellation provisions below. In addition, in the event of the insolvency or bankruptcy of the Purchaser or in the event of any proceedings brought by or against the Purchaser, voluntary or involuntary, under any insolvency or bankruptcy laws, the Company shall be entitled to cancel any order then outstanding and receive payment for any work thereto performed in accordance with the cancellation provisions below.

Past due invoices are subject to a two (2) percent service charge per month. The Company will have agreed on strict payment terms prior to acceptance of Purchase Order. Only agreed upon terms will be accepted. All Collection actions will also include costs and reasonable attorneys' fees.

TAXES AND FEES: Unless otherwise specified, prices quoted do not include sales, use, occupation or excise taxes or any customs, inspection or testing duties or fees imposed by any governmental authority, and the amount of all present or future taxes, duties or fees, by whatever name designated, imposed upon or measured by the performance, shipment or installation of any work to be performed thereunder or any other transaction between the Company and the Purchaser related thereto, shall be in addition to the price or prices specified thereon, and shall be paid by the Purchaser (or, in lieu thereof, the Purchaser shall provide certificates or other evidence acceptable to the Company as to its exemption from such tax, duty or fee from the applicable government authority).

WORK ON PURCHASER'S PREMISES: If this quotation as accepted by the Purchaser requires the Company to perform any work on the Purchaser's premises, the Purchaser shall take all precautions necessary to prevent injury or loss to Its or the

Company's employees, representatives or property during the progress of such work, and shall indemnify the Company and hold it harmless from all claims for such injuries or losses (and any legal or other expenses which it may incur in connection therewith), other than injury or loss resulting directly from the negligence of the Company.

INSTRUCTIONS FOR USE: The Purchaser shall use and follow and shall require its employees and representatives to use and follow, all operating instructions provided by the Company with respect to work performed and completed hereunder. The Company shall have no responsibility whatever where such instructions have not been followed, or where work performed hereunder has subsequently been modified or repaired in any way not approved by the Company, and the Purchaser shall indemnify the Company and hold It harmless from all claims, liabilities or obligations (any legal or other expenses which it may incur in connection therewith) resulting therefrom.

CANCELLATION: This order may be cancelled by the Purchaser only by written notice to the Company. In the event of such cancellation, the Company shall be entitled to payment at the original contract price for all work completed at the time of its receipt of such written cancellation notice. With respect to work not yet started, the Company shall be entitled to reimbursement for all labor, material charges and other costs and expenses (including receipt and return charges) incurred or committed to by the Company, at its actual cost thereof plus twenty-five (25) percent.

POSTPONEMENT OF DELIVERY: Where the purchaser postpones the due date of delivery, the seller reserves the right to invoice the purchaser for all goods manufactured up to the date of the receipt of such notice of postponement, together with any stocks of special colors or materials which were purchased solely for the use of such Purchaser's work. Such invoice is to be paid under the normal terms and conditions governed by clause 4 above.

STORAGE FEES: The company reserves the right to charge the purchaser storage fees for customer parts stored on company property without a valid PO or authorization to begin work and parts completed but not picked up by customer within 15 days after work completion.

MISCELLANEOUS: The provisions of any order resulting from this quotation are for the benefit of the parties hereto and not for any other person. Any assignment of this quotation, or any rights hereunder, by the Purchaser without the written consent of the Company shall be void. No waiver, authorization or modification of any of the provisions hereof shall be binding unless in writing and signed by a duly authorized representative of the Company. The Companies Venue is Pennsylvania. The agreement can be signed electronically and in counterparts. By issuing a physical or verbal purchase order the Purchaser accepts to Valjon Industries, Inc. d/b/a Arbonite Terms & Conditions.