

Cameron Diversified Products, Inc.

Terms and Conditions of Sale for the Purchase of Goods

Definitions:

"CDP" means Cameron Diversified Products, Inc.
"Customer" means the buyer, or entity to whom CDP provides goods or services.

CDP agrees to produce, and Customer agrees to purchase goods, upon the herein contained terms and conditions, at a certain price and in such quantities as contained in a separate CDP quotation, correspondence, or customer purchase order. Time is of importance but not of the essence as to the production or shipment of goods. In the event that Customer continues to buy goods from CDP beyond either the initial quantity as contained in the Quote, CDP may adjust pricing based upon current costs. All other said terms and conditions shall apply to such subsequent orders unless specifically agreed upon in separate writing, signed by CDP and Customer.

This AGREEMENT supersedes all prior discussions and writings and constitutes the entire AGREEMENT between the Parties with respect to the subject matter. Customer agrees that it accepts CDP's terms and conditions, without any additional or different terms. Any such terms or conditions which differ or are in addition to these herein contained stated terms and conditions are hereby rejected by CDP and are excluded. No waiver or modification of this AGREEMENT will be binding upon either Party unless made in writing and signed by a duly authorized representative of such Party and no failure or delay in enforcing any right will be deemed waived.

All payments due to CDP are 1% net 15 days - 0% net 30 days unless agreed in writing, signed by CDP and due at CDP's plant located in Wilcox, Elk County, Pennsylvania. Any payment past 30 days shall accrue interest at the rate of 1 ½% per month (30 days). CDP shall, at its option, require payment in advance, restructure payments, suspend its performance and shipment of goods, to any customer whose payments are past 30 days.

Any taxes, charges, levies, assessments or other impositions imposed, including those related to import or export laws, under any present or future law on the sale or use of the goods covered by this agreement will be paid by Customer. CDP shall charge and collect from Customer all taxes imposed by Federal, State or Local authorities unless Customer provides to CDP appropriate exemption forms. In the event CDP relies upon exemption forms provided by Customer and a taxing authority later determines such tax should have been paid, Customer shall be liable for such taxes, penalties and interest and further agrees to indemnify and hold CDP harmless regarding any liability therefrom arising.

Unless otherwise agreed by CDP in writing signed by CDP, Customer accepts title to the goods and risk of loss FOB CDP's plant located at Wilcox, Elk County, Pennsylvania.

CDP agrees that it will manufacture the goods ordered by Customer to its specifications and within the quality control parameters agreed upon by and between CDP and Customer. CDP will not make any changes in the manufacturing process for such goods without first notifying Customer. CDP makes every reasonable effort to meet the requirements and expectations of its customers. Production orders are generally processed on a "first-in"- "first-out" basis. CDP understands that circumstances may change and will attempt to accommodate all such changes, including production schedule. However, change orders with less than a 30-day notice may, at CDP's discretion, be assessed an additional charge to be mutually agreed upon by CDP and Customer. Such change orders include, but are not limited to: minimum order runs, expediting, special documentation, quantity changes, date changes, and specialized packaging. Unless specifically otherwise agreed by CDP in a writing signed by CDP, CDP considers acceptable and will use a 10% overage/underage allowance for all orders. "exact quantities", "no overages" and/or "no shortages" will not be accepted unless so agreed upon in a writing signed by CDP.

CDP warrants the goods to be free from defects in workmanship and/or material for the shortest time period of either (i) three (3) months from first use; or (ii) six (6) months from date of shipping. CDP does not warrant that a good is fit for its intended use providing that the same has been produced to the specifications set forth by Customer. CDP is not responsible for improper storage, corrosion, installation, use, operation, modifications, and normal wear & tear. In the event that CDP breaches said warranty, or is otherwise found to be negligent or reckless, CDP shall only be liable to Customer for the price paid by Customer for the defective goods. No claim of any kind, whether as to goods delivered or for non-delivery of goods, shall be greater in amount than the purchase price of the goods in respect of which such claim is established. Customer waives any claim beyond the price paid for the defective goods whether for economic or non-economic damages including consequential damages. In the event a third party, whether related or not related to Customer, brings action against CDP or a related entity, through privity of contract or otherwise, for any good produced by CDP to the Customer's specifications, Customer shall hold harmless and indemnify CDP, including its costs for expert witnesses and attorney's fees. Customer, for itself its successors and assigns, hereby agrees to indemnify, defend and hold

harmless CDP and CDP's officers, directors, members, shareholders, employees, successors and assigns (hereinafter referred to in this paragraph also as "CDP") from and against all losses, liabilities, claims, demands, causes of action, damages, costs, including reasonable attorneys' fees, and expenses of every kind and nature, whether or not covered by insurance, arising out of, resulting from or caused by, in whole or in part, any act, omission, negligence or fault of Customer, its agents or employees in connection with this Agreement, including, but not limited to, those in connection with loss of life, bodily injury, personal injury, damage to property, contamination or adverse effects on the environment, any liability for fines, fees or penalties for violations of any statutes, ordinances, codes, rules, regulations or standards applicable to the goods provided or services performed by CDP, its agents and employees on behalf of Customer. This obligation to indemnify, defend and hold harmless CDP shall survive termination of this Agreement.

In the event Customer timely finds that CDP has breached its WARRANTY either as to workmanship or material, Customer shall return the defective goods to CDP at Customer's sole expense, and CDP shall, at its option, repair the goods or replace them with goods of comparable value. In either case, the Warranty Period for the repaired or replaced goods shall extend after the date of repair or replacement for a time equal to the original Warranty Period. If Customer does not notify CDP of such defects, whether patent or latent, within the Warranty Period, CDP shall have no further liability or obligation to Customer therefor. In no event shall CDP's liability under this warranty exceed the original purchase price of the products which are the subject of a proper notice of defects. In the event of any breach of the warranties set forth elsewhere in this AGREEMENT, Customer's remedies set forth elsewhere are the sole and exclusive remedy of buyer. In no event shall CDP's, whether styled or not as liability for direct, incidental, consequential or other damages exceed the original purchase price of the goods.

Confidentiality: "Confidential information" means products, services, plans, techniques, methodologies, practices, knowledge, samples, equipment, demonstrations, quality control systems, evaluations, research and development, intellectual property, trade secrets, flow charts, algorithms, formulas, ideas, inventions, designs, drawings, patents (including those under application), software, software codes, vendor and supplier relationships, pricing, marketing, strategies, financial information, customer lists and information, channel information, employee information and operational information, disclosed directly or indirectly by one Party to the other Party, whether in writing, electronically, orally, visually or in person, and either marked "CONFIDENTIAL" or PRIOR TO DISCLOSURE communicated in writing to the non-disclosing Party by the disclosing Party that the same is "CONFIDENTIAL".

Notwithstanding the above, "Confidential Information" does NOT include information which (a) at the time of disclosure, or thereafter, becomes part of the public domain through no act or fault of the receiving (non-disclosing) Party; (b) independently developed by the receiving Party without use or reference to any Confidential Information of the disclosing Party; or (c) rightfully disclosed to the receiving Party by a third person or entity, who to the receiving Party's knowledge is not subject to a pre-existing obligation of confidentiality with the disclosing Party.

This AGREEMENT protects Confidential Information disclosed as herein provided by one Party to the other Party from the effective date and for a period of six (6) months from the last of (a) a product or service delivered by one Party to the other Party; (b) the last payment for a product or service by one Party to the other Party; or (c) the last bona fide invoice issued by one Party to the other Party. However, the rights and obligations herein created to each Party by disclosure and receipt of one Party's Confidential Information shall remain for a period of five (5) years from the termination, either express or by operation of the terms of this AGREEMENT.

a. **TERMINATION.** Upon termination of this Agreement, either express or by operation of this Agreement, the Parties must cease use of any Confidential Information received by it and at the disclosing Parties' request either (a) return, at the requesting Party's sole expense, all originals, copies, notes and extracts; or (b) destroy all originals, copies, notes and extracts, providing written confirmation to the disclosing Party of the same. The receiving party may keep one (1) legal file copy.

b. **Consideration.** The Parties agree and acknowledge that the consideration for this AGREEMENT, which each finds adequate, is (a) the mutual covenant to protect the other's Confidential Information; and (b) the opportunity to engage in commercial activity for each Party's benefit.

c. **Legally Compelled Disclosure.** The receiving Party who receives, whether by service of process or otherwise, a document compelling disclosure or production concerning the disclosing Party's Confidential Information, shall provide to the disclosing Party reasonable notice of such activity, providing the same is not otherwise prohibited by law, permitting the disclosing Party with a reasonable

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opportunity to take legal action to protect such disclosure. Notwithstanding the same, the receiving Party may disclose Confidential Information, without liability of such disclosure, to the extent such disclosure is required to be made pursuant to applicable law, rule, regulation, government authority, subpoena, court order or other judicial, regulatory or governmental proceeding.

d. Use. The Parties agree that use of Confidential Information will solely be to further the commercial activity intended or contemplated by the Parties and shall not be otherwise used by the receiving Party except to evaluate internally its business relationship with the Disclosing Party.

e. Protection. The Parties also agree that any Confidential Information received will not be disclosed, distributed or disseminated to anyone except its employees, including officers and directors, and agents with a need to know and with direct involvement in any project by and between the Parties. In the event the receiving Party must disclose, distribute or disseminate such Confidential Information to a 3rd party agent to further or facilitate such project, the same is permitted providing (a) the disclosing Party is so informed; and (b) such 3rd party agent has signed an enforceable non-use and non-disclosure agreement with obligations not less restrictive than those herein contained. Each Party further agrees that it shall take reasonable precautions to protect Confidential Information of the other party and without limiting the same, such precautions shall be at least those taken to protect its own Confidential Information. Neither Party shall reverse engineer, disassemble or decompile any systems, equipment, prototypes, software, product, software or other property which contains, utilizes or relates to Confidential Information of the other. The receiving party may make a copy of such Confidential Information in the event the same is absolutely necessary to facilitate or further the commercial activity contemplated by and between the Parties and further providing: (a) the disclosing Party is so informed with reasonable notice to object; (b) such copy contains any and all notices as originally provided by the disclosing Party; and (c) such copy or copies are afforded the same protection as the original Confidential Information.

f. Export. Neither Party shall directly or indirectly export or re-export (within the meaning of U.S. or other export control laws or regulations) any Confidential Information in violation of any laws of the United States, Pennsylvania or other applicable jurisdictions.

g. Ownership. All Confidential Information, whether disclosed or not, shall remain the property of the disclosing Party (or in the event of undisclosed Confidential Information, the owner of such Confidential Information). The disclosure of Confidential Information, or re-disclosure by the receiving Party, does NOT grant any express or implied license, right or title and shall NOT be construed as doing the same either for the receiving Party or 3rd party agent.

h. Joint Venture. The Parties on account of this AGREEMENT or the commercial activities engaged by and between each shall NOT be construed as forming a joint venture, partnership nor any agency relationship. Furthermore, one Party can NOT bind the other party to use, buy, license, sell or dispose of any existing or newly created product or property right. Furthermore, nothing herein grants to the receiving Party any right to grant a license to a 3rd party concerning any Confidential Information.

i. Remedies. Each Party may pursue any and all legal or equitable remedies available for causes of action and damages arising from the breach of any provision hereof. The Parties further agree and stipulate that in consideration of the subject matter of this AGREEMENT, that the non-breaching party may suffer irreparable harm such that equitable remedies may be available. In the event of litigation either to prevent such future harm or for actual damages, the prevailing party shall receive its reasonable attorney's fees and costs, including expert witness fees, incurred on account of such litigation. The Parties further agree that original jurisdiction and venue for all legal actions arising either from (a) this AGREEMENT; or (b) the commercial activity by and between the parties, solely lies in the Court of Common Pleas for Elk County, Pennsylvania, without regard to any conflict of laws from other jurisdictions.

j. Authority. The Parties warrant, acknowledge and agree that each entity has duly entered into and executed this AGREEMENT, has the ability to perform hereunder, and those individuals so executing for each Party are duly authorized to do so.

k. Notification. The receiving Party will promptly notify the disclosing Party when it is learned or discovered that Confidential Information has been lost, stolen or been disclosed without authorization.

l. Warranty. The Parties agree that nothing herein requires a Party to disclose to the other Party any Confidential Information or otherwise requires the other Party to proceed with any transaction or business relationship. However, any such Confidential Information which is disclosed is received on an "AS IS" basis for use by the receiving party AT ITS OWN RISK. The disclosing Party, disclaims, hereby acknowledged by the receiving Party, all warranties, whether express or

implied, including without limitation any implied warranties of title, non-infringement of third-party rights, merchantability or fitness for a particular purpose.

m. Records and return. Upon completion of this Agreement, or its termination, or at any time upon request, all records, whether written, recorded or otherwise, of the Confidential Information, whether such records were made by the receiving or disclosing Party, together with any and all records, solely excepting one (1) legal file copy, shall be returned to the disclosing Party.

This AGREEMENT supersedes all prior discussions and writings and constitutes the entire AGREEMENT between the Parties with respect to the subject matter. No waiver or modification of this AGREEMENT will be binding upon either Party unless made in writing and signed by a duly authorized representative of such Party and no failure or delay in enforcing any right will be deemed waived.

Neither Party may assign or transfer any rights or obligations, in whole or in part, arising from this AGREEMENT without the prior written consent of the other party. Any attempted assignment, subcontract, delegation or transfer in violation against the foregoing will be null and void, except that a Party may assign this AGREEMENT without such consent to its successor in interest by way of merger, acquisition or sale of all, or substantially all, of its assets, in which case the terms of this AGREEMENT shall be binding upon such assignee.

CDP will pack such goods to a reasonable standard generally accepted within the industry. The Customer shall inspect the goods immediately on their arrival and shall within five (5) days of their arrival, give written notice to CDP of any claim that the goods do not conform with the terms of the contract. If the Customer shall fail to give such notice, the goods shall be deemed to conform with the terms of the contract, and the Customer shall be bound to accept and pay for the goods in accordance with the terms of the contract.

All shipments will be accepted in whole by Buyer, and claims with respect to defects in part of a shipment will be made to CDP and will not be asserted as a basis for rejection of the entire shipment.

If the Customer shall fail to perform any of its material obligations hereunder, including, without limitation, prompt payment, then in addition to all other remedies CDP may have, CDP may terminate this contract upon written notice to Customer specifying Customer's failure, all without prejudice to any right to damages for breach of contract or to any other right of CDP arising from such breach. The parties expressly agree that the provisions of this agreement shall survive any expiration or earlier termination, whether for convenience or default, of this agreement.

The Parties warrant, acknowledge and agree that each entity has duly entered into and executed this AGREEMENT, has the ability to perform hereunder, and those individuals so executing for each Party are duly authorized to do so.

The invalidity or unenforceability of any clause, term or provision hereof shall not affect the validity or enforceability of any other clause, term or provision, which shall remain in full force and effect.

Neither Party may assign or transfer any rights or obligations, in whole or in part, arising from this AGREEMENT without the prior written consent of the other party. Any attempted assignment, subcontract, delegation or transfer in violation against the foregoing will be null and void, except that a Party may assign this AGREEMENT without such consent to its successor in interest by way of merger, acquisition or sale of all, or substantially all, of its assets, in which case the terms of this AGREEMENT shall be binding upon such assignee, providing proper notice has been given.

CDP will not be liable for any failure to perform hereunder which arises from any cause or event beyond its reasonable control, including but not limited to labor disputes, wars, civil unrest, or severe weather.

CDP and Customer will comply with all applicable federal, state and local laws, executive orders and regulations relating to the manufacture, labeling, transport and/or use of the goods.

CDP and Customer agree that original jurisdiction and venue for all legal actions arising either from (a) this AGREEMENT; or (b) the commercial activity by and between the parties, solely lies in the Court of Common Pleas for Elk County, Pennsylvania, without regard to any conflict of laws from other jurisdiction. Each party hereby agrees to and does hereby waive any right to assert or move for transfer of venue to any court outside the Court of Common Pleas for Elk County, Pennsylvania, based upon the doctrine of *forum non conveniens* or otherwise. Customer further acknowledges and agrees that this paragraph has been negotiated at arms' length, with at its choice, the assistance of counsel, and the legal effect fully explained, and constitutes an informed voluntary agreement of the parties.