

**TERMS AND CONDITIONS OF SALE AND DELIVERY**

1. **Acceptance.** All orders, quotations, and sales made or accepted by Stork Cellramic, Inc. hereafter the "Seller" are subject to the following terms and conditions, which terms and conditions may not be varied except in writing, signed by an officer of the Seller. It is expressly understood and agreed that the terms and conditions herein set forth shall prevail insofar as any may conflict with the terms and conditions in any order form or confirmation of the party which is purchasing goods or equipment pursuant to this agreement (the "Buyer").
2. **Domestic – (Defined as the United States and Canada) - Terms are Net 30 days.** The net amount for goods or equipment purchased under this agreement shall be due in full, without discount, within thirty (30) days of invoice. If payment in full is not made when due, interest shall accrue in the amount of one and one-half percent (1.5%) per month (18% per annum) on the unpaid balance. If, in the sole opinion of the Seller, the financial condition of the Buyer at any time does not justify continuance of production or shipment on the terms of payment herein specified, Seller may require full or partial payment in advance. If Seller at any time determines in its sole judgment that there are reasonable grounds for insecurity with respect to Buyer's payment for the Work or any other obligation of Buyer set forth in the Contract or in these Terms and Conditions, Seller may require adequate assurance of due payment or other performance, such as payment in cash or satisfactory security, and until Seller receives such assurance, Seller may suspend any performance for which it has not already received payment.
3. **Foreign – (All areas non domestic) - Terms are Payment in Advance.** The net amount for goods or equipment purchased under this agreement shall be due in full, without discount, prior to shipment. If Seller at any time determines in its sole judgment that there are reasonable grounds for insecurity with respect to Buyer's payment for the Work or any other obligation of Buyer set forth in the Contract or in these Terms and Conditions, Seller may require adequate assurance of due payment or other performance, such as payment in cash or satisfactory security, and until Seller receives such assurance, Seller may suspend any performance for which it has not already received payment.
4. **Taxes.** The price quoted herein does not include sales, use, excise or any similar tax levied by any governmental body, and any present or future such tax applicable to the sale of the goods or equipment described herein shall be paid by the Buyer, or in lieu thereof, the Buyer shall provide the Seller with a tax exemption certificate acceptable to the applicable taxing authorities.
5. **Prices.** Unless otherwise agreed, all prices are F.O.B. or Ex-Works Seller's factory. Written and oral quotations are subject to termination by the Seller by notice at any time, and, in any event, shall be valid only for thirty (30) days from the date thereof. The prices quoted herein shall be valid if accepted within thirty (30) days of quotation.
6. **Delivery.** The Seller shall be permitted to make delivery in lots and is not required to deliver all goods requested in any order in a single delivery, unless Seller and Buyer agree on subsequent terms.
7. **Risk of Loss.** All risk of loss or damage to the goods shall pass to the Buyer upon delivery by the Seller of the goods to a common carrier or to the Buyer, whichever is earlier.
8. **Limited Warranty.** Buyer agrees that the remedies set forth herein are the Buyer's sole and exclusive remedies hereunder. Seller, solely and exclusively on the terms and conditions stated below, guarantees to, at its sole option, replace, F.O.B. Seller's factory, or repair any products or components sold or any services provided to Buyer hereunder which are found by Seller to be defective in material or workmanship and not as the result of: (1) damages due to normal wear and tear, (2) damages due to not following Seller's instructions or maintenance schedules, (3) having third parties perform work on Seller's products or services, and (4) any negligence of Buyer or its agents. Buyer shall examine the products and/or services provided by Seller hereunder, both as to quantity of articles delivered and quality of work and/or services performed, immediately upon Buyer's receipt of the articles manufactured, processed and/or serviced hereunder. Buyer shall provide written notice to Seller within fifteen (15) days of the date of the receipt of said products or services as to any defect in quantity or obvious defect in material or workmanship, and shall, if an obvious defect in material or workmanship is claimed, return the claimed defective products or components to Seller within fifteen (15) days after the date of said notice. Failure of Buyer to provide notice of any claims or to return any claimed defective products or components in the manner as described above shall constitute an unqualified acceptance by Buyer of the performance by Seller of the manufacture, processing and/or servicing of the products and/or components described hereunder and shall constitute a waiver by Buyer of any and all claims with regard thereto.
9. **Exclusions.** In no event shall Seller be liable for any incidental or consequential damages of any kind, including without limitation any loss or damage arising in any manner from the use of the articles or components sold hereunder, and Seller shall not be liable for its failure to perform hereunder due to contingencies beyond its control, including without limitation acts of God, fires, floods, wars, sabotage, accidents, labor disputes or shortages, statutes, ordinances, rules, regulations, laws, or the inability to obtain materials, power, equipment or transportation.  
**EXCEPT AS EXPRESSLY STATED ABOVE, THERE ARE NO OTHER WARRANTIES, EITHER EXPRESSED OR IMPLIED, AS REGARDS IN ANY MANNER THE ARTICLES, COMPONENTS, AND/OR SERVICES OFFERED AND/OR PROVIDED BY SELLER HEREUNDER, INCLUDING WITHOUT LIMITATION WARRANTIES OR MERCHANTABILITY, FITNESS FOR ANY PARTICULAR PURPOSE, FREEDOM FROM THIRD PARTY CLAIMS UNDER PATENT OR TRADEMARK INFRINGEMENT LAWS OR OTHERWISE. NO WAIVER OR MODIFICATION OF ANY OF THE PROVISIONS STATED ABOVE SHALL BE VALID UNLESS MADE IN WRITING AND SIGNED BY THE SELLER. IN NO EVENT SHALL SELLER BE LIABLE FOR ANY DAMAGES ABOVE THE COST OF THE WORK, WHETHER SUCH DAMAGES SHALL ARISE FROM BREACH OF THIS CONTRACT, OR IN TORT, OR OTHERWISE.**
10. **Delay.** The Seller will not be liable for any delay in the performance of orders or contracts, or in the delivery or shipment of goods, or for any damages suffered by the Buyer by reason of such delay.
11. **Seller's Remedies.** The goods described herein will remain the property of the Seller until the full amount due, including any interest and cost, has been paid by the Buyer. The Buyer will not be entitled to transfer or encumber the goods in any form until the full invoice amount has been paid and title has been transferred to the Buyer. Until the Buyer has paid in full for all goods or equipment sold pursuant to this agreement, the Buyer grants to the Seller a security interest in all such goods or equipment. The Buyer shall execute and deliver any financing statements or other documents that the Seller reasonably requires for the perfection of the Seller's security interest, and the Buyer shall do all other acts necessary for the perfection and presentations of this security interest.
12. **Cancellation.** An order once placed with and accepted by the Seller can be cancelled only with the written consent of the Seller and upon terms that will indemnify the Seller against any loss.
13. **Construction.** The captions used in this agreement are for convenience only and shall not be used in interpreting this agreement. This agreement shall be governed and construed under the laws of the State of Wisconsin.
14. **Time of Suit.** Any action by the Buyer for breach of this agreement must be commenced within three (3) months after the cause of action has accrued.
15. **Entirety.** The terms and conditions herein specified represent the entire agreement between the Buyer and the Seller with regard to the transfer of the goods or equipment herein described, and shall not be varied or added to except by a written modification signed by an officer of the Seller.
16. **Export Control Laws and Regulations.** All parties shall comply with all export control laws and regulations (including, but not limited to, the U.S. Export Administration Regulations and the U.S. International Traffic in Arms Regulations) to the extent applicable to the Parties' respective activities under this Agreement. The Receiving Party shall control access to any technical data disclosed under this Agreement in accordance with all U.S. export laws and regulations including, without limitation, confining the disclosure of any such technical data to U.S. persons unless disclosure to foreign persons is specifically authorized and appropriately licensed by the proper U.S. government agency. The Receiving Party shall limit dissemination of technical data to its employees who have a need to know as it relates to the Purpose of this Agreement and who have agreed to abide by the Export Control provisions contained herein, and who are U.S. citizens or permanent resident Aliens (or who are otherwise authorized to receive such Information pursuant to this Agreement and U.S. Export Laws). The Receiving Party shall exercise the same care to protect any and all technical data embodying or setting forth all or part of the technical data as it uses to protect its own technical data, but in no case less than reasonable care to assure proper control and security of such information and documentation.



**Daniel Ruiters**  
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STORK CELLRAMIC, INC  
November 12, 2008