

STANDARD TERMS AND CONDITIONS OF SALE

Cumi America, Inc. Industrial Ceramics Division, a Kentucky corporation, having a principal place of business at 110 Crown Court Oakdale, Pennsylvania 15071, and its parent(s), subsidiary(ies) and affiliate(s) (collectively "Cumi") shall furnish the goods (the "Goods") to you as the "Buyer" and as described in the purchase order in accordance therewith and with these Terms and Conditions of Sale (collectively this "Agreement"). Performance by Cumi is expressly conditioned upon Buyer's acceptance of Cumi's offer of the terms contained in this Agreement which offer shall be deemed to have been accepted by Buyer's acceptance of the Goods or any other conduct of Buyer that recognizes the existence of a contract pertaining to the Goods.

1. OFFER AND ACCEPTANCE. Any terms and conditions included in any order or other documentation of Buyer (or which are posted on Buyer's website or included in an email transmission, or which are communicated orally, in writing, electronically, or through any other medium) which oppose, deviate from or add to this Agreement shall be void and unenforceable unless Cumi has duly approved it in writing. This Agreement may only be modified by mutual agreement of the parties.

2. PRICE, PAYMENT & TAXES. All prices are firm as quoted by Cumi and shall not be subject to change unless agreed to in writing by the parties. Cumi's price includes all taxes, fees and/or duties applicable to the Goods purchased under this Agreement, provided however, that any value added tax that is recoverable by Buyer, country, state and local sales, use, excise and/or privilege taxes, if applicable, shall not be included in Cumi's price but shall be separately identified on the invoice. Neither party is responsible for taxes on the other party's income or the income of the other party's personnel or subcontractors. Unless otherwise agreed to by the parties in writing, Cumi accepts orders subject to delivery when available, at Cumi's prices in effect on the shipment date, and terms of payment are net 30 days of invoice date. Cumi may revise the payment terms (including requiring payment in advance of delivery) at any time upon notice to Buyer, if Cumi has reasonable grounds for insecurity concerning timely payment. If payment is not received by Cumi when due, any outstanding amount shall bear interest at the monthly rate of 1.5% (18% per year) or, if less, the highest rate permitted by applicable law, payable on the first day of default and on the first day of every month thereafter until paid in full. Buyer also shall pay to Cumi, on demand, all expenses, including reasonable legal fees, incurred by Cumi in enforcing any of its rights to payment for the Goods purchased by Buyer. Cumi may, in its sole and absolute discretion, grant open credit terms to Buyer, in which event Cumi may amend, reduce, revoke or otherwise modify such credit terms at any time upon not less than five (5) days' notice to Buyer (or immediately upon notice, if Cumi has reasonable grounds for insecurity concerning Buyer's creditworthiness).

3. DEFAULT EVENT; REMEDIES. A "Default Event" occurs upon the occurrence of any of the following: (1) failure of Buyer to remit payment on or before the date due; (2) Buyer's payment is returned or rejected; (3) Buyer becomes insolvent or is declared bankrupt; (4) Buyer dissolves or files articles of dissolution or winds up its business affairs; or (5) Buyer makes a general assignment to its creditors, is liquidated or placed in receivership. Upon the occurrence of a Default Event, Cumi may (a) suspend shipment or terminate the supply of Goods; (b) demand immediate payment for the Goods; (c) retake possession of the Goods; and/or (d) pursue any recovery action against Buyer for the balance of any unpaid monies due including all costs associated with the recovery action. BY EXECUTING THIS AGREEMENT, BUYER FURTHER AUTHORIZES AND EMPOWERS ANY ATTORNEY OF ANY COURT OF COMPETENT JURISDICTION IN PENNSYLVANIA OR IN THE JURISDICTION WHERE BUYER OR THE GOODS ARE LOCATED TO CONFESS JUDGMENT AGAINST BUYER IN FAVOR OF CUMI FOR THE TOTAL AMOUNT THEN DUE, INCLUDING ALL OUTSTANDING AMOUNTS OWED INCLUSIVE OF INTEREST AND ATTORNEY'S FEES. CUMI MAY TRANSFER ANY SUCH JUDGMENT TO ANY OTHER JURISDICTION IN ACCORDANCE WITH APPLICABLE LAW. THE AUTHORITY TO CONFESS JUDGMENT HEREIN SHALL NOT BE EXHAUSTED BY ANY OTHER REMEDY LISTED HEREIN AND SHALL CONTINUE IN FULL FORCE AND EFFECT UNTIL THE TOTAL BALANCE DUE HEREUNDER IS PAID IN FULL.

4. PERFORMANCE. Any information or data with respect to the performance or capacity of the Goods provided by Cumi are estimates of performance or capacity only and Cumi shall not be under any liability to Buyer with respect to any failure of the Goods to achieve such performance or capacity unless specifically guaranteed by Cumi in writing. Any descriptions, illustrations or details of performance or capacity contained in catalogues, price lists, websites, databases or any advertising material shall not form part of the contract for the sale of the Goods and shall not be taken as representations by Cumi and shall not be binding upon it.

5. INSPECTION AND CLAIMS. Buyer shall inspect the Goods delivered hereunder for damage, defect or shortage upon receipt and before use, installation, or incorporation into any structure or manufacturing or other process, and shall notify Cumi of any damage, defect, or shortage within five (5) days of receipt. Buyer assumes all risks for use of non-conforming goods. All claims for any cause whatsoever, whether based in contract, negligence or other tort, strict liability, breach of warranty or otherwise, shall be deemed waived unconditionally and absolutely unless Cumi receives written notice of such claim not later than thirty (30) days after delivery of the goods that are the subject of such claim.

6. INDEMNIFICATION. Buyer warrants the accuracy of information submitted by it to Cumi and shall indemnify, keep indemnified and hold harmless Cumi from and against all costs, losses and liabilities whatsoever suffered or incurred by it arising out of any breach by Buyer of this Agreement. Buyer further agrees to indemnify, defend, and hold harmless Cumi, its directors, officers, employees, agents, representatives, successors, assigns, and customers (“Indemnitees”) from and against all liabilities, expenses, suits, claims, actions, demands, judgments, settlements, costs, losses, fines and penalties, including but not limited to reasonable attorney fees, costs and expenses of litigation (“Claims”), that arise out of or are related to: (1) liens on the Goods; (2) defective installation or modification of the Goods or the manufacture, or use of the Goods; or (3) Buyer’s breach of any of the provisions of this Agreement, regardless of whether such Claims are caused in whole or in part by any negligence or any act or omission of Cumi, its directors, officers, employees, subcontractors, agents, representatives, successors, or assigns.

7. SHIPMENT RISK OF LOSS. All shipping information transmitted to Buyer, including shipping and delivery dates, represents only the best estimates of Cumi. In the event that Cumi encounters delays in obtaining equipment, materials and/or services used in conjunction with the Goods, the shipping schedule will be extended as reasonably necessary to accommodate such delays. Unless the parties otherwise agree in writing, the Goods shall be considered delivered by Cumi upon acceptance by the carrier at the point of shipment designated by Buyer. From the time of such delivery of the Goods to the specified delivery point, title to and risk of any loss of, or damage to the Goods from whatever cause shall pass to Buyer.

8. LIMITED WARRANTY/CUMI LIABILITY. The warranties described in this paragraph are in lieu of all other warranties. Cumi warrants that the Goods sold by Cumi to Buyer shall, when delivered, conform to the specifications that have been agreed to by the parties in writing. CUMI EXPRESSLY LIMITS ITS WARRANTY TO THE TERMS SET FORTH HEREIN AND HEREBY EXCLUDES ALL OTHER WARRANTIES EXPRESS OR IMPLIED (EXCEPT THE IMPLIED WARRANTY OF TITLE), IN PARTICULAR EXCLUDING ANY AND ALL WARRANTIES OF MERCHANTABILITY, FITNESS FOR ANY PARTICULAR PURPOSE (WHETHER OR NOT THAT PURPOSE IS KNOWN TO CUMI), NON-INFRINGEMENT OF THIRD PARTY RIGHTS, OR ANY WARRANTIES ARISING FROM THE INSTALLATION OR USE OF THE GOODS BY A THIRD PARTY, A COURSE OF DEALING AND USAGE OR TRADE PRACTICE. ANY GUIDELINES OR INSTRUCTIONS PROVIDED BY CUMI OR ANY OF ITS EMPLOYEES OR REPRESENTATIVES ARE FOR INFORMATIONAL PURPOSES ONLY AND CUMI SHALL NOT WARRANT TO THE ACCURACY OR EFFECTIVENESS OF SUCH GUIDELINES OR INFORMATION PROVIDED. CUMI LIKEWISE LIMITS THE REMEDIES AVAILABLE TO REPLACEMENT OF THE DEFECTIVE GOODS OR REFUND OF THE PURCHASE PRICE PAID THEREFORE, AS CUMI ELECTS.

IN NO EVENT SHALL CUMI’S LIABILITY FOR ANY CLAIM EXCEED THE COST OF THE GOODS WHICH ARE THE SUBJECT OF THE CLAIM, REGARDLESS OF WHETHER THE CLAIM IS MADE IN CONTRACT (INCLUDING BREACH OF WARRANTY), TORT (INCLUDING

NEGLIGENCE), STRICT LIABILITY, INDEMNITY, OR OTHERWISE, AND REGARDLESS OF WHETHER CUMI KNEW OR SHOULD HAVE KNOWN OF THE POSSIBILITY OF OTHER DAMAGES. IN NO EVENT SHALL THIS WARRANTY BE EXPANDED BY ANY ADVICE, EXPERIMENTATION OR OTHER PARTICIPATION WHICH CUMI MAY RENDER IN THE DISTRIBUTION OF MATERIALS, TOOLS, PARTS, ETC., FOR BUYER'S USES OR GOODS, WHETHER RELATED TO FUNCTIONAL OR AESTHETIC PURPOSES. IN NO EVENT SHALL CUMI BE LIABLE FOR ANY RECALL EXPENSES, LOSS OF INCOME, LOSS OF PROFITS, OR CONSEQUENTIAL, PUNITIVE, INDIRECT, EXEMPLARY, SPECIAL OR INCIDENTAL DAMAGES WHATSOEVER.

9. STORAGE. In the event that Buyer fails to take delivery of the Goods, Buyer shall, upon demand being made by Cumi, pay to Cumi all storage and delivery and other costs incurred by it as a result of such failure by Buyer to take delivery of the Goods, and Cumi shall have a lien on the Goods for all such costs.

10. CANCELLATION OF ORDERS. No order for the Goods may be cancelled by Buyer except with the prior express written consent of Cumi and then only upon terms to be agreed by Cumi which will fully indemnify Cumi from and against all losses, costs, damages, attorney's fees and expenses of whatsoever nature, including consequential losses which may be suffered by it.

11. RETURNS OF GOODS. Goods may only be returned with prior written approval of Cumi and if such approval is given, the Goods shall be returned to Cumi's chosen point of return at Buyer's cost. When contacting Cumi for such approval, details of invoice number, specific stock details of the Goods to be returned, and date of shipment must be provided. An administration, handling and stocking fee, payable by Buyer, will be calculated by Cumi at the time of determining Buyer's request to return the Goods. Returned Goods will only be accepted by Cumi if the Goods are unused, undamaged and packed in their original packaging with their original marks and numbers unaltered so as to be in a saleable condition by Cumi. When all of the conditions, as outlined above in the clauses relating to returns of Goods are met, a credit note will be issued to Buyer by Cumi for the agreed value. The credit note will be applied against future purchases of Goods and/or Services. No cash refunds will be given.

12. CREDITWORTHINESS. Buyer irrevocably authorizes Cumi to make such inquiries as it deems necessary to investigate the credit worthiness of Buyer from time to time including (but without limiting the generality of the foregoing) the making of inquiries of persons nominated as trade references, the bankers of Buyer or any other credit providers (collectively the "Information Sources") and Buyer hereby authorizes the Information Sources to disclose to Cumi such information concerning Buyer which is within their possession and which is requested by Cumi. Cumi may disclose personal information relating to Buyer's credit history with Cumi to credit reporting agencies and organizations to which Buyer has listed Cumi as a trade reference.

13. INDEPENDENT CONTRACTOR RELATIONSHIP. The relationship of Buyer and Cumi under the Agreement is that of independent contractors. Nothing in this Agreement shall be construed or interpreted as creating or establishing the relationship of employer or employee.

14. TANGIBLE & INTELLECTUAL PROPERTY RIGHTS. Where it is necessary for design documents, jigs, tools, gauges, patterns, moulds, dies or similar articles (the "Articles") to be produced or obtained in order to supply any of the Goods then all property of whatsoever nature including all intellectual property in the Articles shall be and remain at all times the sole property of Cumi, and Buyer shall not assert any rights or interest whatsoever with respect thereto. Buyer shall indemnify, keep indemnified and hold harmless Cumi from or incurred by reason of any infringement or alleged infringement of letters, patent, registered design, trademark or tradename, copyright or other protected right in respect of any design plan, drawing or specification supplied by Buyer to Cumi.

15. NOTICES. Notice by either Cumi or Buyer shall be by personal delivery, prepaid mail, express courier service, or electronic mail or facsimile addressed to the other Party at its address in this Agreement, and will be considered given upon receipt when personally delivered, three days following the time it is

deposited with the U.S. Postal Service when mailed, or the next business day when sent by overnight delivery service, or on the next business day following facsimile or email transmission, when faxed or emailed with a receipt confirmation. Notices delivered by personal delivery, express courier service or prepaid mail shall be sent to Cumi at the following address: Cumi America, Inc. Industrial Ceramics, 110 Crown Court Oakdale, PA 15071.

16. ANTI-CORRUPTION. Buyer warrants that when dealing with any government official, political party, party official or candidate for any political office, Buyer will, and will cause each of its directors, officers, employees, subcontractors, agents, representatives, successors, or assigns to fully comply with the provisions of all applicable anti-corruption laws including the U.S. Foreign Corrupt Practices Act and all relevant other anti-corruption laws. Specifically, Buyer warrants that in connection with this Agreement, it will not directly or indirectly give, offer, or promise anything of value to any government official, political party, party official or candidate for any political office for the corrupt purpose of influencing or inducing any act or decision by any government official or agency, or for the purpose of securing any improper advantage on behalf of Buyer or Cumi. Buyer will cause its directors, officers, employees, subcontractors, agents, representatives, successors, or assigns who perform work under this Agreement outside of the United States to be trained annually regarding the requirements of all relevant anti-corruption laws and to annually certify the same.

17. FORCE MAJEURE. Any failure or delay in performance due to contingencies beyond a party's reasonable control, including, fire, storm, flood, hostilities, acts of the public enemy, wars, acts of terrorism, epidemics, earthquakes, embargo, sabotage, blockade, explosion, strike, civil disturbances, lockout, work stoppage or slowdown, labor disturbance, riot, rebellion, insurrection, acts of God, delay of common carriers, breakdown of or injury to any facilities used in or for the production, transportation, manufacturing, storage handling or delivery of the Goods, or any other event which is beyond the reasonable control of the party affected, whether or not of the kind specifically enumerated (collectively, "Force Majeure"), shall not constitute a breach of this Agreement, but shall entitle the affected party to be relieved of performance during the term of such Force Majeure event and for a reasonable time thereafter. In no event shall Cumi be liable for any liquidated damages arising from or in connection with a Force Majeure event.

18. SEVERABILITY AND WAIVER. Should any provision hereof be or become illegal or unenforceable, the remaining provisions shall remain in force and be binding upon the parties. Any waiver in any particular instance of the rights and limitations contained herein shall not be deemed, and is not intended to be, a general waiver of any other right or limitation contained herein and shall not operate as a waiver beyond the particular instance. A waiver by a party of the other's breach of any term or condition hereof shall not be construed as or be deemed to be a waiver of any future breach of such term or condition.

19. BINDING NATURE OF AGREEMENT; ASSIGNMENT. This Agreement is binding in nature and shall inure to the benefit of the parties and their respective successors, assigns, heirs and personal representatives, except that Buyer may not assign its rights under this Agreement without the prior written consent of the Cumi.

20. NO THIRD PARTY BENEFICIARIES. This Agreement is intended solely for the benefit of the parties and is not intended to confer any rights upon any third party.

21. AUTHORITY. Each party represents that it has full power and authority to enter into and perform this Agreement and the person executing this Agreement has been properly authorized and empowered to take such action. Each party further acknowledges that it has read this Agreement and understands and agrees to be bound hereto.

22. HEADINGS. The headings herein are for ease of reference only and shall not form part of any contract between Buyer and Cumi or affect its construction.

23. COUNTERPARTS. This Agreement may be executed in two or more original, facsimile or pdf counterparts, each of which shall be deemed an original and all of which together shall constitute but one

and the same instrument. One or more of such counterparts may be delivered via facsimile, email or other electronic format, and the parties hereto intend that they shall have the same effect as an original counterpart hereof.

24. GOVERNING LAW AND VENUE. All matters or disputes relating to any order placed by Buyer or any disputes arising from this Agreement shall be governed, construed and controlled by and under the laws of the Commonwealth of Pennsylvania without regard to principles of conflicts of laws. Exclusive jurisdiction of any action or proceeding brought under or in connection with any Order shall be vested in either the Court of Common Pleas of Allegheny County, Pennsylvania, or in the United States District Court for the Western District of Pennsylvania and the venue of any action shall be in the County of Allegheny, Pennsylvania. The parties consent irrevocably to the jurisdiction over them of either of the aforementioned Courts in any such action or proceeding. The parties agree that the venue provided above is the most convenient forum for both parties. Each party waives any objection to venue or jurisdiction and any objection based on a more convenient forum in any action or proceeding related to any dispute.