

TERMS AND CONDITIONS
(Fixed Term - Purchase/Evaluation of Goods)

The following terms and conditions and those specified in the Purchase Order issued by Buyer to Seller shall exclusively govern Buyer's purchase of all goods from Seller under the Purchase Order and are goods for the regular conduct of Buyer's trade and business.

1) OFFER AND ACCEPTANCE: These Terms and Conditions, together with the Purchase Order issued by Buyer (collectively the "Order"), constitute an offer to Seller expressly limited to the terms therein. No different or additional term or condition contained in Seller's acceptance or acknowledgment (whether or not material) shall alter the terms hereof or be a part of the contract unless accepted by Buyer in writing. Buyer reserves the right to revoke this offer at any time prior to its acceptance. THIS ORDER SHALL BE DEEMED ACCEPTED BY SELLER ACCORDING TO ITS TERMS UPON THE DATE OF ISSUANCE (UNLESS SELLER NOTIFIES BUYER TO THE CONTRARY IN WRITING WITHIN 3 BUSINESS DAYS OF RECEIPT) OR, IF EARLIER, UPON SELLER'S ACKNOWLEDGEMENT, COMMITMENT OR BEGINNING OF PERFORMANCE.

2) TERM. This Order is effective as of the date indicated on the Purchase Order and, unless earlier terminated by Buyer in accordance with these terms and conditions, shall have a term of six (6) months.

3) DELIVERY: The time and date of delivery of the quantities of goods ordered are of the essence, and delivery shall be FOB Place of Shipment unless otherwise specified on the Order. Any delivery of goods made more than one week in advance of the delivery schedule specified herein may be refused and returned at Seller's expense. Seller shall notify Buyer immediately of any potential delays in delivery.

4) PRICE: Prices specified in this Order are inclusive of all costs, charges and fees, and shall remain fixed for all scheduled deliveries, unless otherwise agreed in writing by Buyer.

5) TAXES: Seller shall pay all applicable sales, use and other taxes on this Order unless Buyer otherwise agrees in writing or furnishes an exemption certificate.

6) PACKAGING: Seller shall properly package all goods. Each container shall be clearly labeled with the applicable Order number(s), Buyer part number(s) and quantities. A packing slip itemized by container shall accompany each delivery.

7) DELAYS, FORCE MAJEURE: An extension of time to complete performance shall only apply for delays caused by conditions over which a party has no control. Seller shall not be entitled to compensation for delays, acceleration, inefficiency or other type of impact resulting from any delays, and shall be fully compensated by an extension of time.

8) INDEPENDENT CONTRACTOR: In performance of this Order, Seller shall be at all times an independent contractor to Buyer, and not its agent.

9) PAYMENTS: Seller shall submit invoices only upon completion of delivery and performance. Unless otherwise specified in this Order, Buyer shall issue payment within 30 days of receipt of a correct invoice provided Seller has delivered conforming goods and satisfactorily completed performance. Adjustments for rejected goods, overpayments, retainage, or other amounts shall be deducted from subsequent payments due or, at Buyer's option, promptly refunded by Seller upon request.

10) CONFLICTING TERMS: In the event of a conflict, the order of priority is: (a) Buyer's Purchase Order and the provisions included by Buyer on the face thereof; (b) documents attached to and incorporated in this Order, and (c) these Terms and Conditions.

11) SET-OFF: Buyer shall have the right to set off any amount owing from Seller to Buyer or its affiliates against any amount payable pursuant to this Order or any other contract between these parties.

12) INSPECTION AND ACCEPTANCE: Seller shall inspect all goods prior to shipment to Buyer. Buyer shall have the right to inspect all goods supplied by Seller before acceptance or payment, and to reject and return at Seller's expense any that fail to pass Buyer's inspection or acceptance tests. Seller shall provide safe access to its premises as necessary for such inspection, and upon request, permit Buyer to inspect and audit Seller's books and records to verify performance hereunder. No such inspection or audit shall relieve Seller of its obligations under this Order.

13) WARRANTY: Seller warrants title to all goods delivered, free of all liens and title defects or encumbrances. Seller warrants all goods and related services it provides (a) shall be free from defects in design, material and workmanship,

(b) shall conform to Buyer's specifications and any drawings, samples or other descriptions referenced on the face of this Order, and (c) shall be merchantable and otherwise suitable for the purpose intended by Buyer if made known to Seller. Unless otherwise specified herein, Seller's warranty for (a), (b) and (c) shall in no event be less than two (2) years from the date the goods are accepted by Buyer or placed in service by Buyer, whichever is later. Seller is fully liable and, shall at its sole expense as Buyer elects, either promptly repair or replace any defective or nonconforming goods within 30 days of notice, or credit or refund Buyer the cost thereof. Seller shall bear all expenses associated with the return to Seller of such defective or nonconforming goods and the delivery to Buyer of repaired or replacement goods. Seller's warranties shall survive any delivery, acceptance, payment, termination, or expiration of this Order and extend to Buyer, its successors, assigns, customers, and users of its products.

14) LIENS: Seller hereby waives and shall not make or file, or permit to be made or filed, any mechanic's or other lien or claim for labor, goods or materials furnished pursuant to this Order; provided, however, that the aforesaid waiver of Seller's right to file a mechanic's lien shall be effective only to the extent that payment is actually received by Seller for the labor, goods or materials provided by Seller. Additionally, Seller shall submit to Buyer upon request with each pay application or invoice, including the final pay application or invoice, for itself and for each subcontractor, if any, conditional and unconditional waivers provided by Buyer for progress and final payments. Seller at its sole expense shall promptly discharge any lien, failing which Buyer may do so at Seller's expense.

15) CONFIDENTIALITY: Without Buyer's prior written consent, Seller shall neither disclose to any person outside its employ nor use for purposes other than performance of this Order any information pertaining to the existence or terms of this Order, including but not limited to specifications and descriptions in this Order. Upon termination of this Order, Seller, at Buyer's request, shall return to Buyer or certify the destruction of all written documentation provided to or generated by Seller in performance of this Order.

16) TERMINATION FOR CONVENIENCE: Buyer shall have the right to suspend or terminate the contract formed by the acceptance of this Order for convenience at any time by written notice to Seller. Seller shall be entitled to the price of any conforming goods completed and delivered prior to the notice of suspension or termination.

17) CHANGE ORDERS: No change, additional time or additional compensation shall be allowed unless authorized in writing by Buyer by a Change Order. Change Orders shall be performed under applicable provisions of this Order and promptly acted upon by Seller.

Insurance levels may be adjusted based on the services/supplies provided.

18) INSURANCE: Before Seller commences delivery or any services on Buyer's premises or the premises of Buyer's customer, and during the term of this Order, Seller shall maintain the following minimum insurance coverages (or such other specific insurance and/or limits determined by Buyer to be appropriate), and shall furnish Buyer upon request with certificates reflecting such insurance: Commercial General Liability ("CGL"), including products and completed operations - \$1,000,000 per occurrence and \$2,000,000 aggregate; Automobile Liability, for all owned, hired, and non-owned vehicles - \$500,000 per person, \$1,000,000 per accident, and \$500,000 for property damage; and Workers' Compensation, as required by law, and Employer's Liability - \$1,000,000. Seller shall name Buyer and its affiliates as additional insureds on the CGL and Automobile policies. All policies shall contain a waiver of subrogation against Buyer. The coverages required under this Order shall be primary and non-contributory. All coverage must be placed with insurance carriers having a minimum AM Best rating of A. All insurance coverages shall be effective in the state(s) in which Seller performs hereunder and shall provide for no reduction, cancellation or alteration to be effective until thirty (30) days after written notice thereof is actually given to Buyer.

19) INDEMNITY: To the fullest extent permitted by law, Seller shall indemnify, defend and hold harmless Buyer, its affiliates and their employees, officers, directors, and agents, from and against any and all claims, demands, causes of action, damages, liabilities, judgments, losses, fines, awards, penalties, costs and expenses (including attorneys' fees and costs of defense) arising or resulting from Seller's performance under this Order and attributable to: (a) the negligent or willful act or omission of Seller, Seller's subcontractors, suppliers, employees or invitees, or anyone for whose acts Seller may be liable; (b) Seller's failure to comply with any provision of this Order; or (c) Seller's failure to comply with Applicable Laws, Safety Rules or Permits (defined below). Seller shall be obligated to indemnify and defend the indemnitees against their concurrent negligence to the fullest extent permitted by law, but not their sole negligence or willful misconduct, if any. Seller's indemnification obligation shall not be limited in any way by any limitation on the amount or type of damages, compensation or benefits payable by Seller under any applicable state workers' compensation statute, disability statute, or any other employee benefit law, rule or regulation.

20) TERMINATION FOR CAUSE: Buyer may cancel this Order in whole or in part at any time by written notice in the event Seller, without Buyer's prior written consent: (a) fails to comply with any provision of this Order; (b) becomes insolvent or makes an assignment for the benefit of creditors, or a receiver or similar officer is appointed to take charge of Seller's assets and such condition(s) is not cured within 30 days; or (c) fails to provide satisfactory assurances of performance within 2 days of Buyer's written demand. Upon cancellation, Seller shall deliver such completed goods as

Buyer may request. Buyer shall have no liability to Seller beyond payment for conforming goods delivered to and accepted by Buyer pursuant to such request or prior to the notice of cancellation. In the event a termination for cause is ruled invalid, Seller agrees said termination shall convert to termination for convenience.

21) INTELLECTUAL PROPERTY: Seller's indemnity obligations hereunder shall include any claim against Buyer that any goods furnished under this Order infringe any patent, copyright, or other intellectual property interest. If Buyer's use of the goods is held to be an infringement or is enjoined (or if Buyer reasonably believes such is likely to occur), Seller shall, at its sole expense as Buyer requests, obtain for Buyer the right to continue using the goods or replace or modify them to be noninfringing, but functionally equivalent.

22) COMPLIANCE WITH LAWS, SAFETY RULES, PERMITS: In performing hereunder, Seller will comply with all applicable governmental laws, ordinances, codes, rules, regulations, standards, orders and other requirements ("Applicable Laws"), and with all safety and security requirements and policies of Buyer ("Safety Rules"). Seller will also obtain and comply with all required permits, licenses and authorizations ("Permits").

23) ENTIRE AGREEMENT: The Order in accordance with its Terms and Conditions contains and reflects the entire agreement between Buyer and Seller, including all exhibits, specifications, drawings, schedules, riders, supplements, amendments, addenda, standards and other conditions referenced in and/or attached to the Order and supersedes all prior agreements and understandings, whether oral or written, between them with respect to the subject matter hereof. No additions to or changes in the Order shall be made unless first authorized in writing by Buyer. Any terms, conditions and/or counteroffers issued by the Seller, either prior to or after the issuance of the Order, whether or not they are contrary to the terms and conditions in the Order or are written or verbal, are hereby rejected and are null and void, with no legal effect. Acceptance of the Order is strictly based on the terms and conditions contained herein. Commencement of and/or providing the goods is acceptance of all the terms and conditions contained in the Order. Neither party shall have the right to pursue any claim or action regarding express or implied representations that were made prior to the effective date of the Order or which are not part of the Order.

24) DISPUTES, JOINT DEFENSE: Seller agrees any dispute or claim arising out of this Order shall be settled at Buyer's request in its sole discretion by binding arbitration under the American Arbitration Association or similar rules. The forum for any dispute, whether arbitration or litigation, shall be Allegheny County, Pennsylvania; however, Buyer shall have the right to join Seller in any third-party action arising out of this Order, wherever the forum. Should Buyer and Seller both be named as defendants in any third-party claim or action arising out of this Order, then at Buyer's request in its sole discretion, Seller and Buyer will cooperate and enter into an agreement for the joint defense of their common interests to the extent permitted by law.

25) ASSIGNMENT: Any assignment or subcontracting of rights or obligations by Seller under this Order in whole or in part without the prior written consent of Buyer is void. Buyer reserves the right to assign this Order in whole or in part to any affiliate. The contract formed by the acceptance of this Order shall inure to and be binding upon the parties hereto and their successors and permitted assigns.

26) SUPPLIER DIVERSITY: As requested by Buyer, Seller shall provide Buyer any information reasonably requested by Buyer regarding its supplier diversity program, if any, including without limitation, the names of the diverse suppliers with whom Seller currently does business, the amount of spend that Seller has with diverse suppliers, whether Seller requires its diverse suppliers to be certified as a diverse business enterprise, and other similar information related to Seller's supplier diversity program.

27) CODE OF CONDUCT: In providing the goods, Seller shall comply with Buyer's Code of Business Conduct and Ethics ("Code of Conduct") as applicable and updated from time to time, which is available for download from the Investors section of Buyer's website, unless Seller has its own code or similar document ("Code"). If Seller has a Code, Seller represents and warrants that: (a) its Code complies with US Federal Sentencing Guidelines and all other applicable incentives and standards issued by a governmental body dealing with an effective ethics and compliance program, and any amendments thereto, (b) its Code complies with all applicable laws, (c) Seller shall promptly provide Buyer a copy of its Code, including any amendments thereto, upon Buyer's request, (d) Seller shall promptly provide any information reasonably requested by Buyer regarding the enforcement and effectiveness of Seller's Code, and (e) during the term of this Agreement, Seller's Code shall be in compliance with this paragraph and if any time such is not the case, Seller shall comply with Buyer's Code of Conduct until Seller's Code meets the requirements of this paragraph.

28) NON-RECOURSE: Seller hereby agrees that it shall have no recourse against any affiliate of the Buyer including, but not limited to, any general partner of the Buyer, for any claims or other liabilities under this Purchase Order.

29) GENERAL: The laws of the Commonwealth of Pennsylvania, without reference to conflicts-of-laws principles, shall govern this Order. The rights and remedies provided herein are in addition to those available to Buyer at law or in

equity. In no event shall a failure by Buyer to enforce any right or remedy herein or otherwise available be deemed a waiver of such right or remedy. The partial or complete invalidation of any provision herein by a court having jurisdiction shall not affect the validity of any other provision to the maximum extent permitted by law.