

GENERAL TERMS OF PURCHASE

Between Carmeuse Systems, Inc. ("Buyer") and the vendor named on the Buyer's purchase order ("Seller.")

1. Scope and Acceptance. These General Terms of Purchase govern the purchase and sale of the equipment and related services, if any (collectively, "Equipment"), referred to in Buyer's Purchase Order ("Buyer's Documentation"). Either formal acknowledgement by signing and returning Buyer's Purchase Order or commencement of performance of the work of this Purchase Order by Seller shall constitute complete acceptance by Seller. Buyer shall not be bound by any markups or additions on this Purchase Order by Seller, Seller's Proposal or Quotation documents, or any notations or other communications that are at variance with the terms of this Purchase Order. Buyer's failure to acknowledge or dispute any such communication shall not constitute acceptance of any counterproposal submitted by Seller. These terms and conditions are an attachment to the Purchase Order, and upon acceptance, this Purchase Order (including any exhibits or other attachments) shall constitute the entire agreement between Buyer and Seller, superseding all prior negotiations, discussions and dealings, and may not be modified except in writing signed by both Seller and Buyer.
2. Delivery. Delivery of the Equipment shall be in material compliance with the schedule in Buyer's Documentation, and may include partial shipments. Unless Buyer's Documentation provides otherwise, delivery terms are F.O.B. Seller's facility. All shipping terms per Incoterms 2010.
3. Title. Without limiting Seller's responsibility under the Purchase Order, the title and risk of loss or damage to Equipment to be supplied by the Seller shall pass to Buyer at the designated delivery point. Title to Equipment will be free and clear of all claims, liens, mortgages and encumbrances.
4. Payment. All prices are firm, fixed and not subject to escalation. All costs and expenses relating to boxing, packing, loading, bracing, cartage or extra insurance are included in the price, unless specified elsewhere in the Purchase Order. The payment terms are net sixty (60) days after receipt of the Goods, Seller's invoice, all other documents required in the Purchase Order, and preliminary inspection of the Goods. Such inspection does not waive Buyer's right to reject the Goods should the Goods be found nonconforming later. Buyer shall be entitled at all times to set off any amount owing from Seller or any of its affiliates to Buyer or any of its affiliated companies.
5. Confidential and Proprietary Rights. Any specifications, drawings, sketches, models, site location details, technical information or data, and any other confidential or proprietary information, written, oral or otherwise (designated "Information") furnished to Seller shall remain Buyer's or its Customer's property. All copies of such Information in written, graphic or other tangible form shall be immediately returned to Buyer without cost upon its request. The Information shall be kept confidential by Seller, shall be used only in performing obligations in this Purchase Order and may not be disclosed or used for other purposes without Buyer's prior written consent. No information furnished by Seller to Buyer shall be considered by Seller to be confidential or proprietary except as specifically agreed to in writing by Buyer and Seller.
6. Infringement of Patents, Trademarks or Copyright. The following terms apply to any infringement, or claim of infringement, on any patent, trademark or copyright based on the manufacture, normal use or sale of any material or Equipment furnished to Buyer. Seller shall defend and indemnify Buyer and its Customers for any loss, damage, expense or liability that may result by reason of such infringement or claim (including without limitation attorney's fees and expenses), except where such infringement or claim arises solely from Seller's adherence to Buyer's written instructions or directions which relate to material or Goods other than (1) commercial material or Goods, or (2) items of Seller's origin, design or selection, and Buyer shall indemnify Seller in such excepted cases. Each party shall defend or settle, at its own expense, any action or suit against the other for which it is responsible. Each party shall notify the other promptly of any claim of infringement for which the other is or may be responsible, and shall cooperate with the other in every reasonable way to facilitate the defense of any such claim.
7. Indemnification. Seller shall defend and indemnify Buyer and its Customers and hold them harmless from and against any and all claims, actions, proceedings, costs, expenses, losses and liability, including all attorneys' fees and costs arising out of or in connection with or relating to any Goods provided by, or services performed by, Seller pursuant to this Purchase Order, including without limitation all product liability claims and any claims involving personal injury, death or property damage.
8. Inspection. Seller shall allow the Buyer and its Customer or its authorized representative to inspect the goods or to witness tests at Seller's or its subcontractor works, as per the Purchase Order inspection and witness requirements. At least 72 hours' notice will be given to Seller prior to such inspection or testing. Inspection by Buyer shall not relieve Seller of any obligation under this Purchase Order.
9. Changes. Buyer may make any change within the general scope of this Purchase Order, but no additional charge will be allowed unless authorized in writing by Buyer. Except when determined by Buyer as required to maintain schedule due to Seller's fault (which shall not result in a Contract Price adjustment), the parties shall make good faith efforts to agree to an equitable adjustment prior to the implementation of the change. To the extent that a change made by Buyer under the terms of this Article can be demonstrated to cause (or to have caused) an increase or decrease in the cost of, or the time required for, the performance of any part of the Purchase Order, an equitable adjustment shall be made and the Purchase Order modified accordingly by written "Change Order." Such Change Order shall be signed by both parties and administered in accordance with the procedures set forth in this Purchase Order.
10. Cancellation. Buyer may cancel this Purchase Order at any time upon written notice and, if Seller is not in breach of its obligations, shall pay reasonable and proper cancellation charges only on goods and services accepted to date of Seller's receipt of the notice of cancellation. In the event that (i) any materials, work or goods fail to conform to applicable specifications, scopes of work or any applicable warranties, (ii) Seller fails to make any required deliveries, (iii) Seller breaches any other terms or conditions of this Purchase Order, (iv) Seller becomes insolvent, (v) an involuntary petition in bankruptcy is filed by Seller, (vi) an involuntary petition to have Seller declared bankrupt is

filed, (vii) a receiver or trustee for Seller is appointed, or (viii) an assignment for the benefit of creditors is executed by Seller, Buyer shall have the right to immediately cancel this Purchase Order without any liability whatsoever to Seller or any other person or entity, other than to pay Seller for any goods and/or services accepted by Buyer prior to the date of cancellation and ultimately retained by Buyer, in its sole discretion. In the event of such cancellation, Buyer, without prejudice to any other rights available to Buyer for breach of contract, shall have the right to: (a) refuse to accept further delivery of the goods or performance of work, (b) return to Seller any materials already accepted and recover from Seller all payments made for the same and for freight, storage, handling and other expenses incurred by Buyer and be relieved from liability for any future payments to Seller, (c) recover any advance payments to Seller for undelivered or returned goods or work to be performed, and (d) purchase goods elsewhere and require Seller to immediately reimburse Buyer for any resulting losses.

11. Warranty. Seller warrants to Buyer that the Equipment shall conform to the description in Buyer's Documentation and shall be new and free from defects in material and workmanship. If Buyer gives Seller prompt written notice of breach of this warranty within 18 months from Delivery or one (1) year from acceptance, whichever occurs first (the "Warranty Period"), Seller agrees to correct at its own cost and expense any and all such defects. Inspection, test, acceptance or use of the goods furnished shall not affect Seller's obligation under this warranty, and such warranty shall survive inspection, test, acceptance and use through the Warranty Period. This warranty shall apply to Buyer, its successors, assigns and Customers and the users of its products. Seller is responsible for all transportation costs and costs associated with repair or replacement of defective parts. In the event of failure of Seller to correct defects in or replace non-conforming goods or services promptly, Buyer, after reasonable notice to Seller, may make such corrections or replace such goods and services and charge Seller for the direct costs incurred by Buyer.
12. Time of Performance. Time is of the essence in this Purchase Order. Seller shall not be held responsible or liable in any manner for any Excused Delay, provided Seller fulfills its obligations under this Purchase Order with respect to any such Excused Delay. "Excused Delay" shall mean, individually or collectively, any (a) Buyer and Buyer's Customer Delay, or (b) any delay in performance or completion of the goods or services to the extent (i) attributable to Force Majeure or (ii) addressed and resolved in a Change Order extending the Scheduled Delivery Date of the contract. However, Buyer has the right, at any time, to change the place and/or time of delivery. Any claim by Seller for adjustment because of a change in place and/or time of delivery will be deemed waived unless asserted in writing within 10 days after receipt by Seller of the request for change.
13. Force Majeure. Neither Seller nor Buyer shall have any liability for any breach (except for breach of payment obligations) caused by extreme weather or other act of God, strike or other labor shortage or disturbance, fire, accident, war or civil disturbance, delay of carriers, failure of normal sources of supply, act of government or any other cause beyond such party's reasonable control.
14. Limitation of Liability. Notwithstanding anything else to the contrary, Buyer and Seller shall not be liable for any consequential, incidental, special, punitive or other indirect damages, and Seller's total liability arising at any time for the sale or use of the Equipment shall not exceed the purchase price paid for the Equipment. These limitations apply whether the liability is based on contract, tort, strict liability or any other legal theory.
15. Work on Premises. If Seller's performance under this Purchase Order involves operations by Seller on the premises of Buyer or one of its Customers, Seller shall comply with all applicable provisions of Federal, State, Provincial and local laws and regulations including rules, safety requirements and regulations established for such work site. Seller shall take all necessary precautions to prevent the occurrence of any injury to persons or property during the progress of such performance. Seller shall indemnify Buyer and its Customers against all loss which may result from any act or omission of Seller, its agents, employees, or subcontractors.
16. Insurance. Seller shall maintain, and cause its subcontractors to maintain, the following minimum insurance coverages during the term of this Purchase Order. Seller shall submit insurance certificates to Buyer in writing prior to commencement of any work under this Purchase Order. Such certificates shall be signed by a person authorized by the insurer(s) to bind coverage on their behalf, and shall include the following coverage:
 - i. Seller's Commercial General Liability Insurance to provide bodily injury, property damage, personal and advertising injury, and contractual liability insurance, with combined limits of not less than \$1,000,000 per occurrence and \$5,000,000 in aggregate, including products/completed operations coverage to be maintained for at least two (2) years following the date of completion or termination of the contract;
 - ii. Workers' Compensation insurance in amounts required by applicable law and Employer's Liability Insurance with limits of not less than \$1,000,000 per occurrence covering all employees engaged in the performance of work relating to the goods or services performed; and
 - iii. Professional Liability coverage regarding engineering design, \$1,000,000 for each and every claim for the policy period, including costs and expenses, \$1,000,000 in the aggregate for the policy period, including costs and expenses.

All insurance policies shall provide that no expiration, termination or modification of such coverage shall take place without the insurance company giving 30 days prior written notice to Buyer. The policy limits specified are minimum requirements and not limits of liability and shall not be construed in any way as acceptance of responsibility by Buyer for financial liabilities in excess of such limits.

17. Compliance with Laws. Seller shall comply with all applicable Federal, State, Provincial and local laws, rules and regulations. The Agreement shall be governed by the laws of the Province of Ontario, Canada, unless otherwise stated in this Purchase Order.
18. Miscellaneous. If any of these terms is unenforceable, such term shall be limited only to the extent necessary to make it enforceable, and all other terms shall remain in full force and effect. Seller shall not assign or subcontract any portion of this Purchase Order without the Buyer's prior written consent.