

**C&E Advanced
Technologies.
Terms and Conditions**

Acceptance of Terms and Conditions

C&E SALES, INC.'S ("Seller") ACCEPTANCE OF ANY PURCHASE ORDER ("Order") IS EXPRESSLY LIMITED TO, AND EXPLICITLY MADE CONDITIONAL ON, BUYERS' ACCEPTANCE OF THESE TERMS AND CONDITIONS ("Terms"). A COPY OF THESE TERMS IS AVAILABLE AT WWW.CESALES.COM. SELLER OBJECTS TO ANY DIFFERENT OR ADDITIONAL TERMS. Buyer may also request additional copies by contacting the Accounting Department directly at (800) 228-2790.

Quotations, Credit, and Order Acceptance

Written quotations automatically expire on the 30th day from the date of issuance. All quotations are non-binding, and any Buyer order based upon a quotation is subject to acceptance by Seller, in its sole discretion.

All descriptions, items, totals and quantities set forth in a quotation are listed for Buyer's convenience only, and it is Seller's sole responsibility to verify the accuracy before placing an Order. Seller is not bound by any specifications, drawings, notes, instructions, engineering notices, technical data or any other document referred to in an Order, and any such information shall not be deemed to be incorporated by reference in any Order. Take-offs are not guaranteed for accuracy or completeness and should be reviewed by Buyer.

Seller's acceptance of an Order is contingent upon Buyer meeting the financial qualifications established by Seller. Buyer shall supply Seller with such credit information as Seller may reasonably request in order to qualify.

Prices and Taxes

Prices for goods and other related information shown in any Seller or manufacturer product publication including, but not limited to catalogs, brochures and websites, are subject to change without notice.

Prices do not include freight charges, insurance, or any applicable use tax, sales tax, excise tax, value-added tax, or similar taxes, duty, customs, inspection or testing fees, or charge of any nature whatsoever imposed by any governmental authority (collectively, "Taxes") unless otherwise agreed to in a signed writing by Seller. In the event Seller is required to pay Taxes on the goods, Buyer shall reimburse Seller therefore or, in lieu of such payment, Buyer shall provide Seller at the time the Order is submitted an exemption certificate or other document acceptable to any applicable taxing authority.

Shipping, Insurance, and Delivery

Shipment of goods will be made (a) F.O.B. Seller's facility or (b) F.O.B. Seller's supplier's facility when goods are shipped directly from the manufacturer. Title and risk of loss pass upon delivery to the carrier. Buyer shall pay all freight and insurance costs.

Shipping dates are estimates only. Delay in shipment shall not relieve Buyer of its obligation to accept remaining shipments. Seller reserves the right to make partial shipments and invoice accordingly.

Inspection of Goods

Buyer shall make an examination of any goods delivered hereunder immediately upon its receipt. Buyer will be conclusively deemed to have accepted and agreed to any invoice from Seller (including but not limited to the price, quantity, quality, and description of the goods as stated on the invoice), unless Seller receives written objection to the invoice from Buyer within 10 days after the date the invoice is sent to Buyer. Written

objection must be sent by letter to Seller at its main office (c/o Materials Manager, C&E Sales, Inc. 677 Congress Park Drive, Dayton, Ohio 45459) by registered or certified mail specifying the nature of the complaint. Buyer's written objection shall not constitute an admission by Seller of the merits or amount of Buyer's claim or defense.

Returns and Change Orders

All sales are final, unless otherwise agreed to by Seller, in its sole discretion and in a signed writing. In the event Seller chooses to accept a return, goods may only be returned for credit and a restocking charge shall be charged to Buyer. In the event Seller chooses to allow Buyer to change (including deferring an Order) or cancel an Order, Seller shall invoice Buyer a change order charge or cancellation charge, as applicable.

Warranties

SELLER HEREBY SELLS THE GOODS ON A "WHERE IS" "AS IS BASIS" WITHOUT ANY EXPRESS OR IMPLIED WARRANTIES OF ANY KIND, INCLUDING, WITHOUT LIMITATION, THE IMPLIED WARRANTIES OF FITNESS FOR A PARTICULAR PURPOSE, TITLE, AND MERCHANTABILITY.

To the extent permissible, Seller agrees to assign and pass-through to Buyer any warranties expressly provided by the manufacturer of the goods, which shall be Buyer's exclusive rights of warranty, if any. Buyer's remedies are subject to any limitations contained in manufacturer's terms and conditions. While Seller may provide manufacturer warranty information, Seller does not warrant or guarantee any such information.

Payment Terms

Payment shall be net 15 days from the date of Seller's invoice without discount for early payment, unless otherwise agreed to by Seller in a signed writing. Late payments are subject to a service charge equal to 1 1/2 % per month (18% per annum) or the maximum amount permitted under law, if less, from the due date of the invoice until paid in full.

Seller reserves the right at any time to suspend credit, change credit terms or terminate any Order, when, in Seller's sole discretion, Buyer's financial condition so warrants. Buyer shall have no right to offset any amounts due or to become due to Seller against any claims, charges, expenses, fees or other payments of any kind whatsoever under any circumstances, including, but not limited to, any liability which may arise due to any breach or alleged breach of these Terms. All NSF checks returned to Seller will be subject to a \$50.00 NSF fee. Seller may assign and/or sell any receivables or indebtedness owed by Buyer without notice.

Acceptance of late payments, partial payments or any payment marked as being payment in full or as being a settlement of a dispute will not affect any of Seller's rights to payment in full.

If Buyer fails to make any payment when due, Seller may, without prejudice to other any other remedy available at law or in equity, immediately place the account on hold (including other Orders) and defer further performance until payment is made; require cash payment for any Order; treat all Orders as being in breach. Buyer shall indemnify Seller for all costs of collection including, without limitation, attorneys' fees and court costs.

Credit Cards

Upon prior approval of Seller, Buyer may make purchases using credit cards. Credit card sales are NOT eligible for any payment discounts or special terms. In the event Buyer pays for an Order after invoicing with a credit card, Seller shall charge Buyer a fee equal to 2.5% of the total purchase price, plus any applicable additional Taxes. Payments made at the time an Order is placed will not be charged a fee.

Limitation of Liability

IN NO EVENT SHALL SELLER BE LIABLE FOR ANY CONSEQUENTIAL, INDIRECT, INCIDENTAL, SPECIAL, EXEMPLARY, OR PUNITIVE DAMAGES, LOST PROFITS OR REVENUES OR DIMINUTION IN VALUE, ARISING OUT OF OR RELATING TO THE SALE OF THE GOODS, WHETHER OR NOT THE POSSIBILITY OF SUCH DAMAGES HAS BEEN DISCLOSED IN ADVANCE BY BUYER OR COULD HAVE BEEN REASONABLY FORESEEN BY BUYER, REGARDLESS OF THE LEGAL OR EQUITABLE THEORY (CONTRACT, TORT, OR OTHERWISE) UPON WHICH THE CLAIM IS BASED.

IN NO EVENT SHALL SELLER'S AGGREGATE LIABILITY ARISING OUT OF OR RELATED TO AN ORDER EXCEED THE TOTAL AMOUNT PAID TO SELLER FOR THE GOODS SOLD UNDER THE ORDER IN DISPUTE.

NO ACTION, REGARDLESS OF THE FORM OF ACTION, MAY BE BROUGHT BY BUYER MORE THAN ONE YEAR AFTER DELIVERY OF THE GOODS.

Suitability and Compliance with Laws

Goods sold by Seller are designed to meet stated U.S. safety standards and regulations. Because local safety standards and regulations may vary significantly, Seller cannot guarantee that the goods meet all applicable requirements in each locality. Buyer assumes responsibility for compliance with such safety standards and regulations in the localities in which the goods will be shipped, sold and used. Before purchase and use of any goods, Buyer should review the product application, and national and local codes and regulations, and verify that the use and installation of the goods will comply with them.

Buyer shall comply with all applicable laws, regulations and ordinances, including, without limitation, any applicable import and export laws. Buyer shall maintain in effect all licenses, permissions, authorizations, consents and permits that it needs to carry out its obligations hereunder.

Amendment and Modification

These Terms can be modified, altered, or added to only by a subsequent written instrument signed by Seller. Regardless of how many times Buyer purchases, or has purchased, goods from Seller by whatever means, Buyer accepts these Terms for each and every Order, and course of dealing between the parties shall not be considered when interpreting these Terms.

Force Majeure

Seller shall not be responsible or liable for any delays or failures in manufacture or delivery due to any cause or condition beyond the control of the Company, including without limitation, acts of God or nature, government intervention, power failure, communications failure, unauthorized access or theft, strikes or other labor difficulties, fire, floods, inability to secure transportation facilities, actions of the elements, shortage of goods, riots or other civil commotion, war, and acts of terror.

Termination

In addition to any remedies that may be provided under these Terms, Seller may terminate any Order (including other Orders) immediately, if Buyer: (i) fails to pay any amount when due; (ii) has not otherwise performed or complied with any of these Terms, in whole or in part; or (iii) becomes insolvent, files a petition for bankruptcy or commences or has commenced against it proceedings relating to bankruptcy, receivership, reorganization or assignment for the benefit of creditors.

Waiver

No waiver by Seller of any of the provision of these Terms is effective unless explicitly set forth in writing and signed by Seller. No failure to exercise, or delay in exercising, any right, remedy, power or privilege arising from these Terms operates, or may be

construed, as a waiver thereof. No single or partial exercise of any right, remedy, power or privilege hereunder precludes any other or further exercise thereof or the exercise of any other right, remedy, power or privilege.

Assignment

Buyer shall not assign any of its rights or delegate any of its obligations under an Order without the prior written consent of Seller. Any purported assignment or delegation in violation of this Section is null and void.

Governing Law and Venue

All matters arising out of or relating to an Order are governed by and construed in accordance with the internal laws of the State of Ohio without giving effect to any choice or conflict of law provision or rule. Any legal suit, action or proceeding arising out of or relating to an Order shall be instituted in the federal courts of the United States of America or the courts of the State of Ohio in each case located in the City of Dayton and County of Montgomery, and each party irrevocably submits to the exclusive jurisdiction of such courts in any such suit, action or proceeding.

Severability

If any of these Terms are held to be invalid, illegal or unenforceable in any jurisdiction, such invalidity, illegality or unenforceability shall not affect any other provision of these Terms or invalidate or render unenforceable such term or provision in any other jurisdiction.