

Rubberlite

Incorporated

TERMS AND CONDITIONS OF SALE

Ordering goods from Rubberlite, Inc. shall constitute an acceptance of the following terms and

Price and Payment: All prices quoted are subject to any addition which may be necessary to cover any tax or charge now existing or hereafter imposed by Federal, State, or Municipal authorities applicable to the sale of products listed. All prices are subject to change without prior notice; however, prices shall be those contained in the appropriate Rubberlite Price List covering the products ordered and in effect on the "Invoice Date" noted on Rubberlite's invoice. Subject to credit approval, the net amount of each invoice shall be payable in full within thirty days following the Invoice Date. If the buyer fails to pay an invoice when due, all sums owing by the buyer to Rubberlite, Inc. under any current or past order or other agreement or sale, shall at Rubberlite, Inc.'s option, become due at once. The buyer agrees to pay any and all costs and expenses of collection, including attorney fees incurred by

Acceptance: All orders are subject to acceptance at Rubberlite's home office in Huntington, West Virginia. Rubberlite, Inc. may, at its option, deliver all of the goods at one time or make delivery in installments. Each shipment shall constitute a separate sale and, upon the buyer's failure to give shipping instructions promptly, or to pay for any shipment, Rubberlite, Inc. may cancel the order or suspend delivery at its option. If the buyer's financial situation so indicates, Rubberlite, Inc. may suspend or alter the credit terms or require payment before shipment, delivery or manufacture. The buyer may not cancel, alter or suspend delivery on any order except with Rubberlite, Inc.'s prior written consent, signed by its Vice President - Sales at Huntington, West Virginia.

Returns; Exclusive Remedy: Products returned without Rubberlite, Inc.'s prior written authorization will not be accepted for credit. If (i) the buyer claims that goods are defective in material or workmanship and (ii) the buyer promptly forwards a representative sample of such goods to Rubberlite, Inc. for examination, Rubberlite, Inc. shall at its option, replace such goods that it determines to be so defective or, subject to the terms provided herein, credit the buyer's account for the contract price of such goods. The buyer's exclusive remedy for any defect in material or workmanship shall be to return the goods having such defect in accordance herewith. In all cases, the buyer shall not be entitled to, and expressly waives, any right to recover incidental or consequential damages. All returned goods must be new, in saleable condition, with freight charges prepaid. No credit will be allowed for returned goods of special manufacture, or any other goods returned more than 30 days after shipment. A minimum restocking charge of 20% of the selling price will be paid by the buyer to cover handling and inspection of any materials returned.

Shipments and Delivery: Rubberlite, Inc. shall not be responsible for delays for failure of shipment caused by the buyer or arising from any cause beyond Rubberlite, Inc.'s control, including, but not limited to embargoes, government regulations, trade restrictions, accidents, war, riot, earthquakes, storms, fire, failure of sources of supply or delay in receiving machinery or material. A reasonable delay on Rubberlite, Inc.'s part to make any shipment or part of a shipment shall not be grounds for cancellation of the order. Receipt of goods or materials by the buyer or the buyer's agent shall constitute acceptance of delivery and waiver of all claims for loss or damage due to delay. No cancellation shall be permitted after shipment of goods.

Inspection; Assumption of Risk: BEFORE USING BUYER SHALL DETERMINE THE SUITABILITY OF THE PRODUCT FOR BUYER'S INTENDED USE, AND BUYER ASSUMES ALL RISK AND LIABILITY WHATSOEVER IN CONNECTION THEREWITH. The buyer shall inspect the goods within twenty-four (24) hours after receipt. All claims for damages, errors, shortages, defects in material workmanship in goods delivered shall be made within a period of 30 days after the goods are delivered to the buyer. Failure to make any claim within 30 days shall constitute an irrevocable acceptance of the goods and an admission that they fully comply with all terms, conditions and specifications of sale.

Infringements: The buyer shall save Rubberlite, Inc. harmless from all expense, loss or liability, including reasonable attorneys' fees, resulting from any claims of infringement of patents, design patents, copyrights, or trademarks, or of unfair competition in connection with any goods prepared wholly or partly in accordance with the buyer's design or specifications. Rubberlite, Inc. makes no warranty that the goods are delivered free of any infringement.

Compliance: Rubberlite, Inc. represents that the products described are produced and will be sold in full compliance with all requirements of the Fair Labor Standards Act as amended

Limited Warranty; Disclaimer: Rubberlite, Inc. warrants that the goods are as described, and are free from defects in material and workmanship at the time of shipment thereof, but no other express warranty is made in respect to the goods. No consideration shall be given for adjustment concerning possible defective materials unless notice is provided in writing to Rubberlite, Inc. at its office at 2501 Guyan Avenue in Huntington, West Virginia, within 30 days after the goods are delivered to the buyer. This warranty shall not apply to goods misused, subjected to accident, damage in transit or in any manner altered or repaired by any party other than Rubberlite, Inc. This limited warranty and the obligations and liabilities of Rubberlite, Inc. hereunder are exclusive and in lieu of, and the buyer hereby waives all other remedies, warranties, guarantees or liabilities, express or implied, arising by law or otherwise (including without limitation any obligations of the Rubberlite, Inc. with respect to fitness, merchantability, incidental and consequential damages) or whether or not occasioned by Rubberlite, Inc.'s negligence. RUBBERLITE, INC. MAKES NO WARRANTY OF MERCHANTABILITY WITH RESPECT TO THE GOODS OR THAT SUCH GOODS ARE FIT FOR ANY PARTICULAR PURPOSE. No agent, employee or representative of Rubberlite, Inc. is authorized to make any warranties, affirmations or representations as to products sold by it and unless such warranty, affirmation or representation is in writing and signed by an authorized officer of Rubberlite, Inc., it shall not be enforceable by the buyer. No waiver or modification of these terms or conditions shall be valid unless signed by an officer of Rubberlite, Inc. in Huntington, West Virginia.

Forum; Choice of Law: The buyer acknowledges that it has been advised and is aware that all matters relating to the distribution of Rubberlite, Inc.'s goods and to matters of policy are directed from and decided at Rubberlite, Inc.'s executive offices in the State of West Virginia, County of Cabell. The buyer agrees that venue in any action relating in any way to this or any other order, including, without limitation, an action to recover sums owed by the buyer or related to a claim of any defect with respect to any goods delivered by Rubberlite, Inc. lies exclusively in the State and Federal courts sitting in Cabell County, West Virginia, and the buyer consents to the jurisdiction of said courts for such purposes. In connection with any such action, it is agreed that this order shall be governed by the laws of the State of West Virginia, including the Uniform Commercial Code of such state, without regard to conflict of law rules.

Conflicting Forms: The sale of goods is expressly limited to these terms and conditions of sale. By placing an order with Rubberlite, Inc. the buyer agrees to these terms and conditions of sale and such terms and conditions of sale shall control the relations of Rubberlite, Inc. and the buyer. Rubberlite, Inc. hereby objects to and expressly rejects any additional terms or conditions of sale or any terms or conditions of sale which in any way alter or limit these terms and conditions of sale whether such additional or altering terms or conditions have previously been provided or may subsequently be provided by the buyer. By accepting this order, the buyer agrees that Rubberlite, Inc. shall not be bound by any additional terms or conditions of sale or any terms or conditions of sale which in any way alter or limit these terms and conditions of sale, whether or not such additional terms or conditions of sale have previously been provided or which may subsequently be provided by the buyer.

Modifications; Waiver: These terms and conditions of sale may be modified or rescinded only by a writing signed by both of the parties or their duly authorized agents. Waiver by either Rubberlite, Inc. or the buyer of a breach by the other of any provision of these terms and conditions of sale shall not be deemed a waiver of the party's right to require in the future full compliance with all provisions of these terms and conditions of sale including the provision waived, and all provisions shall remain in full force and effect as to future

Assignment; Delegation: No right or interest shall be assigned by the buyer without the written permission of Rubberlite, Inc. and no delegation of any obligation owed by the buyer shall be made without the written permission of Rubberlite, Inc. Any attempted assignment or delegation shall be wholly void and totally ineffective for all purposes.

Statute of Limitations on Buyer's Claims: Any action by the buyer for breach of these terms and conditions of sale or any warranty, express or implied, must be commenced within one (1) year after the cause of action has accrued. This provision shall not apply to any claim by Rubberlite, Inc. against buyer, including, without limitation, any claim by Rubberlite, Inc. for amounts owed to it by the buyer.

Risk of Loss: The risk of loss of the goods shall pass to the buyer as soon as the goods are identified to the contract

Descriptive Headings: Descriptive headings used in these terms and conditions of sale are for convenience only and shall not control or affect the meaning or construction of any provision of these terms and conditions of sale.

Invalid Provisions: The invalidity or unenforceability of any particular provision of these terms and conditions of sale shall not affect the other provisions hereof, and these terms and conditions of sale shall be construed in all respects as if such invalid or unenforceable provisions were omitted.