

## TERMS AND CONDITIONS OF SALE

These terms and conditions of sale ("Terms and Conditions") relate to certain goods and services provided ("Products") by Tristar Laminates, Inc., dba LCOA Composites, among others, and each of their respective subsidiaries and affiliates ("Company") to the purchaser of such goods and services ("Customer"). Any additional or different terms, including but not limited to those on Customer's purchase order, are hereby objected to by Company.

### PAYMENT

All amounts payable to Company shall be in US dollars, including all applicable taxes, fees, transportation, insurance, and other charges. Company will invoice Customer for each shipment. If all Products in Customer's purchase order are not shipped at the same time, Company will invoice Customer at the time of shipment for the products that are shipped. Unless the parties otherwise agree in writing, all payments in US dollars, are due net 30 days from date of invoice. Any unpaid due amounts will be subject to interest at 1.5% per month or the highest rate permitted by law, whichever is less. Shipping allowances and prices are subject to change without notice. Increase in labor, freight and materials costs before completion of contract plus applicable overhead may be invoiced to Customer. Company retains title to all Products until Company receives full payment. Customer is responsible for any loss or damage to the Products until Company receives full payment.

### DELIVERY

Shipment will be made in accordance with instructions issued by the Company's shipping department. Upon delivery of Products covered hereunder to carrier, Customer assumes risk of all loss and damage resulting from any cause whatsoever. Shipping dates are approximate and are not guaranteed. Partial deliveries shall be accepted by the Customer and paid for at contract prices and terms.

### CHANGES AND SHIPPING ERRORS

(a) Company may, from time to time in its sole discretion: (i) discontinue or limit its production of any Product; (ii) allocate, terminate or limit deliveries of any product in time of shortage; and (iii) modify the design of, specifications for, or construction of any Product, provided the modification has equivalent form, fit and function.

(b) All shipments and charges set forth on any invoice will be deemed correct unless noted on the original invoice at the time of delivery or the Company receives from Customer, no later than three (3) days after the date of delivery, a written notice specifying the shipment, the purchase order number, and the exact nature of the non-conformity, by certified mail return receipt requested. Company shall be allowed to inspect such non-conforming Products or upon request shall be furnished with a sample of such Products. Company is only liable to replace, credit or repay Customer (at Company's option) for defective Products.

### CANCELLATION

Customer may cancel only upon written notice to Company and upon payment to Company of reasonable and proper cancellation charges, including but not limited to (i) the proportionate price for all goods completed whether shipped or not, prior to Company's receipt of notice of cancellation; (ii) all costs theretofore incurred by Company in completion with goods uncompleted at the time notice of cancellation is received; (iii) an amount equal to reasonable profits on all such costs; and (iv) the expenses incurred by Company by reason of such cancellation, including reimbursement for any charges arising from the termination of sub-contract claims. Notwithstanding the foregoing, if Customer ceases doing business with Company for any reason, Customer will purchase from Company all remaining proprietary/special order Products placed by Customer in Company's inventory. All returned Products must be accompanied by an original invoice and must be in original packaging and in resalable condition. A minimum 20% restocking fee will be made on returned Products. Return freight

cost is the responsibility of the Customer. All returns must be made within 90 days of original ship date.

### WARRANTY

(a) COMPANY EXPRESSLY DISCLAIMS ALL WARRANTIES OF ANY KIND, WHETHER EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE WITH RESPECT TO THE PRODUCTS PURCHASED BY CUSTOMER. In the event a printed manufacturer's warranty is provided with respect to any Product purchased by Customer, Customer's remedy shall be exclusively against the manufacturer providing said warranty and Customer shall have no rights or remedies against the Company.

(b) Return of defective Products must be made according to Company's then-current return policies.

(c) Customer shall indemnify, defend and hold harmless Company for any costs, expenses, damages, or other losses arising out of (i) any warranty with a greater scope or duration than that set forth in these Terms and Conditions; and (ii) failure to disclaim implied warranties and limit remedies and liabilities, by and on behalf of Company.

### LIMITATION OF LIABILITY

COMPANY'S LIABILITY ON ANY CLAIM OF ANY KIND, INCLUDING NEGLIGENCE, FOR ANY LOSS OR DAMAGE ARISING OUT OF, CONNECTED WITH, OR RESULTING FROM THE MANUFACTURE, SALE, DELIVERY, RESALE, REPAIR OR USE OF ANY PRODUCTS COVERED BY OR FURNISHED HEREUNDER, SHALL IN NO CASE EXCEED THE LESSER OF THE COST OF REPAIRING OR REPLACING PRODUCTS FAILING TO CONFORM TO THE WARRANTIES CONTAINED HEREIN, IF ANY, OR THE PRICE OF THE PRODUCTS OR PART THEREOF WHICH GIVES RISE TO THE CLAIM. IN NO EVENT WILL COMPANY BE LIABLE FOR ANY DIRECT, INDIRECT, INCIDENTAL, SPECIAL OR CONTINGENT DAMAGES, INCLUDING, BUT NOT LIMITED TO, DAMAGES FOR LOSS OF PROFITS, GOODWILL, USE OR OTHER INTANGIBLE LOSS (EVEN IF COMPANY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES), RESULTING FROM: (i) THE USE OR THE INABILITY TO USE PRODUCTS PURCHASED FROM COMPANY; (ii) THE COST OF PROCUREMENT OF SUBSTITUTE PRODUCTS RESULTING FROM ANY PRODUCTS PURCHASED OR OBTAINED FROM COMPANY; OR (iii) ANY OTHER MATTER RELATING TO PRODUCTS PURCHASED FROM COMPANY.

### INDEMNIFICATION

Customer agrees to defend and indemnify Company and its officers, directors, agents and employees of and from any and all claims or liabilities asserted against Company or its officers, directors, agents and employees in connection with the manufacture, sale, delivery, resale or repair or use of any Products covered by or furnished hereunder arising in whole or in part out of or by reason of the failure of Customer, its agents, servants, employees or customers to follow instructions, warnings or recommendations furnished by Company in connection with such Products, by reason of the failure of Customer, its agents, servants, employees or customers to comply with all federal, state and local laws applicable to such goods, or the use thereof, including the Occupational Safety and Health Act of 1970, by reason of the negligence of Customer, its agents,

servants, employees or customers, or by reason of any defect, including but not limited to defects in the manufacture or design, of any Products produced, manufactured, distributed, sold, resold, repaired or used by Customer or its agents, servants, employees or customers.

### TAXES

Liability for all taxes and import or export duties, imposed by any city, state, federal or other governmental authority, shall be assumed and paid by Customer. Customer further agrees to defend and indemnify Company against any and all liabilities for such taxes or duties and legal fees or costs incurred by Company in connection therewith.

### GENERAL

(a) All designs, data, drawings, software, or other technical information supplied by Company to Customer in connection with the sale of Products shall remain Company's sole property.

(b) Company shall not be liable for delays in delivery or failure to manufacture or deliver due to causes beyond its reasonable control, including but not limited to acts of God, acts of Customer, acts of military or civil authorities, fires, strikes, flood, epidemic, war, riot, delays in transportation or car shortages, or inability to obtain necessary labor, materials, components or services through Company's usual and regular sources at usual and regular prices. In any such event, Company may, without notice to Customer, at any time and from time to time, postpone the delivery dates under this contract or make partial delivery or cancel all or any portion of this and any other contract with Customer without further liability to Customer. Cancellation of any part of this order shall not affect Company's right to payment for any Products delivered hereunder.

(c) None of the Products or underlying information or technology may be exported or reexported, directly or indirectly, contrary to US law or US Government export controls.

(d) Returned checks are subject to a \$20 fee.

(e) No modifications hereof shall be binding upon the Company unless in writing and signed by Company's duly authorized representative, and no modification shall be effected by Company's acknowledgment or acceptance of Customer's purchase order forms containing different provisions. Trade usage shall neither be applicable nor relevant to these Terms and Conditions, nor be used in any manner whatsoever to explain, qualify or supplement any of the provisions hereof. No waiver by either party of default shall be deemed a waiver of any subsequent default.

(f) Each and every provision of these Terms and Conditions is severable from any and all other provisions of these Terms and Conditions. In the event that any provision of these Terms and Conditions is held to be invalid, the other provisions shall continue in force and effect, and the offending provision, to the extent practicable, shall be reformed so as to achieve its intended purpose.

(g) Should any action be necessary to recover any sum due to Company from Customer, Company shall be entitled to recover costs of such action including reasonable attorneys' fees whether or not incurred in connection with issues of federal bankruptcy law.

(h) THESE TERMS AND CONDITIONS ARE GOVERNED BY THE LAWS OF THE STATE OF CALIFORNIA WITHOUT REFERENCE TO CONFLICT OF LAW PRINCIPLES. The federal and state courts within Orange County, California will have exclusive jurisdiction to adjudicate any dispute arising out of these Terms and Conditions.