

GENERAL TERMS AND CONDITIONS OF SALE ("TERMS")

A. AGREEMENT 1. These Terms and the provisions on the face hereof or agreement to which these Terms are attached shall constitute the entire agreement ("Agreement") between BUYER and SELLER as to the sale of these goods, and shall supersede all prior oral or written agreements and can be modified or cancelled only by an agreement in writing. In case of any inconsistency between those Terms and other provisions of the Agreement, such other provisions shall prevail. BUYER expressly WAIVES all provisions contained in any of BUYER's correspondence or forms involved in this sale with negate, limit, extend or conflict with the Agreement. 2. BUYER agrees that it has not been induced to enter into this Agreement by any oral or written representation, guaranty or warranty made by SELLER, its employees, agents or representatives other than as expressly set out in this Agreement.

B. PRICE, TERMS OF PAYMENT, TRANSPORTATION, WEIGHT, TOLERANCES, OVERSHIPMENT ALLOWANCES, AND TAXES. 1. SELLER's published prices, terms of payment, including discounts, and transportation terms in effect at DATE OF SHIPMENT of goods, shall apply unless (a) expressly provided otherwise in SELLER's price sheets in effect at DATE OF THE ACKNOWLEDGMENT, or (b) expressly provided otherwise in this Agreement. 2. Weights and volumes shall be determined by reference of bills of lading. 3. All deliveries are subject to the tolerances and overshipment allowances, if any, shown in SELLER's published price and/or data sheets in effect at the DATE OF THE ACKNOWLEDGMENT. 4. BUYER shall pay all sales, use, delivery, port, excise and other taxes, duties, or charges presently or hereafter payable in respect to this transaction, or if paid by SELLER for the account of the BUYER, BUYER agrees to reimburse the SELLER on demand.

C. PAYMENT 1. SELLER shall have the continuing right to approve BUYER's credit, and may at any time demand advance payment, satisfactory security or a guarantee of prompt payment. 2. If SELLER directs BUYER to remit payment to bank or other depository, BUYER agrees that such payment shall not necessarily constitute payment in full or a final settlement of BUYER's account notwithstanding any language to the contrary on BUYER's check, draft, or other order. 3. A service charge will be imposed on overdue amounts, BUYER agrees to pay SELLER's costs of collection of overdue invoices, including, but not limited to attorney's fees.

D. WARRANTY 1. SELLER warrants that goods sold hereunder are merchantable UNLESS manufactured in conformance with BUYER's specifications, and that SELLER conveys good title thereto, although SELLER shall retain, and is hereby granted by BUYER, a security interest in the goods sold until the purchase price is paid. BUYER further agrees to execute any other documents to perfect said security interest at the request of SELLER.

2. SELLER MAKES NO WARRANTY OF FITNESS FOR BUYER'S PARTICULAR USE OR PURPOSE, NOR ANY OTHER WARRANTIES, EXPRESS OR IMPLIED. SELLER EXPRESSLY DISCLAIMS ALL ORAL WARRANTIES.

3. SELLER SPECIFICALLY, BUT NOT BY WAY OF LIMITATION, DOES NOT WARRANT THE ACCURACY OR SUFFICIENCY OF ANY ADVICE OR RECOMMENDATIONS GIVEN TO BUYER IN CONNECTION WITH THE SALE OF GOODS HEREUNDER.

E. DEFAULT a. OF BUYER 1. BUYER shall be liable for SELLER's damages caused by BUYER's default hereunder. 2. If any amount is overdue or BUYER otherwise breaches this Agreement, or if BUYER's financial responsibility becomes impaired, or BUYER refuses to give any payment, security, or guarantee demanded, SELLER may terminate this Agreement and/or refuse to deliver any undelivered goods and BUYER shall immediately become liable to SELLER for the unpaid price of all goods delivered and for damages. b. OF SELLER 1. In the event of a breach of warranty by SELLER, SELLER at its option shall either (i) replace or repair the goods, (ii) refund the purchase price upon return of the goods, or (iii) grant a reasonable allowance on account of such breach. BUYER shall not return any goods until SELLER has reasonable opportunity to investigate the claim and then only upon receipt of SELLER's written shipping instructions. THIS SHALL BE BUYER'S EXCLUSIVE REMEDY. 2. BUYER waives all claims arising from breach of warranty or any other breach of this Agreement by SELLER unless SELLER receives written notice of breach within thirty

(30) days after delivery of the goods. c. Neither SELLER nor BUYER shall be liable for any special, incidental, consequential, contingent, negligent or punitive damages resulting from breach of warranty, delay of performance, or any other default hereunder.

F. TITLE AND RISK OF LOSS Title, risk of loss or damage, and other incidents of ownership shall pass to BUYER upon due tender of goods for delivery at the f.o.b. point, subject to SELLER's security interest.

G. FORCE MAJEURE 1. Neither BUYER nor SELLER shall be liable for any damages resulting from any delay or failure of performance arising from any cause not reasonably within such party's control including, but not limited to, the following: Acts of God; fire, earthquake, hurricane or other windstorm; labor disputes, whether or not the demands of labor are within the ability of the party to meet; embargoes; unavailability or shortage of power, labor, transportation, raw materials, or usual means of supply; shortage or curtailment of energy sources, wars; rebellions, civil disorders; regulations or acts of government, government agencies or instrumentalities; or any other cause whether similar or dissimilar to the foregoing. The party affected by the force majeure shall give prompt notice thereof to the other. 2. In the event of force majeure, the time for performance under this Agreement (except BUYER's obligation to pay to SELLER money due) shall be extended for any period reasonably necessary due to such occurrence, during which this Agreement shall remain in full force and effect; provided, however, that SELLER may terminate this Agreement at any time during such extension period. SELLER shall have the right to allocate its available goods among its own uses and its customers, including those not under contract, in such manner as SELLER may deem fit. SELLER shall have no obligation to purchase substitute goods or transportation in order to complete delivery to BUYER; and if SELLER contemplated a specific source of supply, manufacture or transportation, whether or not specified in this Agreement, SELLER shall not have any obligation to deliver goods to BUYER from or by any other source.

H. EQUIPMENT 1. Any equipment (including jigs, molds, dies, and tools) manufactured or acquired specially to produce goods for BUYER shall be SELLER's property and remain in SELLER's possession, even though BUYER is charged therefore. 2. If BUYER for three (3) years does not order goods produced with such equipment, SELLER may dispose of it for SELLER's account, and SELLER shall not be required to replace it. 3. All items (such as reels, drums, and cores) specified as "returnable" shall be returned as provided in the price sheets in effect at DATE OF SHIPMENT, and credit for deposits shall be made as set forth therein.

I. PATENTS 1. SELLER shall defend and hold BUYER harmless from any claim made against BUYER that BUYER's use or resale of goods normally offered for sale by SELLER while in the form, state, or condition, supplied by SELLER to BUYER constitutes infringement of any United States patent, provided BUYER promptly notifies SELLER in writing of the claim and BUYER gives SELLER full authority, information, and assistance (at SELLER's expense) for the defense of same. 2. BUYER shall defend and hold SELLER harmless from any claim made against SELLER or its suppliers, that the manufacture or sale of goods supplied constitutes infringement of any United States patent, if such goods were manufactured pursuant to BUYER's designs, specifications, processes, and/or formulas, and were not normally offered for sale by SELLER, provided SELLER promptly notifies BUYER in writing of the claim and gives BUYER full authority, information, and assistance (at BUYER's expense) for the defense of same. 3. The foregoing constitutes the parties entire liability for claims or actions based on patent infringement.

J. WAIVER Neither party shall be deemed to have waived any of its rights, powers, or remedies, under this Agreement, or at law or in equity, unless such waiver is in writing and is executed by it. No delay or omission by either party in exercising any right, power, or remedy, shall operate as a waiver thereof or of any other right, power, or remedy. No waiver by either party of any default shall operate as a waiver of any other default, or of the same default on another occasion.

K. CHOICE OF LAW This Agreement shall be governed by and construed in accordance with the laws of the State of Virginia in all respects.

L. ASSIGNABILITY BUYER may not assign this agreement without SELLER's prior written consent.