

GENERAL TERMS AND CONDITIONS OF SALE

The Ritescreen Company, LLC (“**Ritescreen**”) and the purchaser (the “**Buyer**”) of the products specified on the Purchase Order (the “**Products**”) agree that the sale of Products shall be subject to these terms and conditions which are incorporated into the Purchase Order, and no other terms shall apply.

1. ACCEPTANCE OF PURCHASE ORDER. For purposes of this Agreement, a “Purchase Order” is any document by which Buyer orders goods or services from Ritescreen, whether or not on standard or customary forms. The Purchase Order, including these terms and conditions and any authorized attachments hereto, contains the complete and final agreement between Ritescreen and Buyer. Ritescreen expressly objects to any terms or conditions in Buyer’s order form, acknowledgment, confirmation or other documents. Any such modifications will not be binding upon Ritescreen unless accepted in writing by Ritescreen’s authorized representative. Issuance of the Purchase Order shall not represent acceptance of any terms or conditions previously specified by Buyer in any quotation or otherwise, except to the extent that the same shall be in accord herewith. Receipt of the Products by Buyer, or any agent, representative, or designee of Buyer, shall constitute the Buyer’s acceptance of the Purchase Order, regardless of whether Buyer has purported to object to or to reject any or all of the terms and conditions contained therein. The Purchase Order is not binding or enforceable against Ritescreen unless and until it is accepted and agreed to by Ritescreen at its office(s) located within the Commonwealth of Pennsylvania.

In all communications, Ritescreen and Buyer may employ their standard forms, but nothing in those forms will be construed to modify or amend the terms and conditions of the Purchase Order, and, in the case of any conflict with the terms of the Purchase Order, the terms and conditions of the Purchase Order will control. Notwithstanding the foregoing, Ritescreen’s standard terms and conditions of purchase will apply to all Products sold by Ritescreen under the Purchase Order. Any terms and conditions set forth in Buyer’s purchase confirmations, or any other correspondence from Buyer, that are in addition to, inconsistent or in conflict with, the Purchase Order and Ritescreen’s standard terms and conditions will be of no force or effect unless specifically agreed to in a writing signed by Ritescreen that expressly references such terms.

No course of dealing, no usage of trade, and no course of performance shall be used to supplement or explain any term, condition or instruction in the Purchase Order, nor be deemed to effect any amendment.

2. PRICE; DELIVERY TERMS; TITLE. Ritescreen may make available current price lists in United States dollars for the Products from time to time. Notwithstanding the foregoing, all such prices are subject to change without notice and the price applicable to Products ordered by Buyer shall be as specified on the Purchase Order. Ritescreen shall be entitled to correct a misstated price before or after delivery. Unless otherwise expressly stated in the Purchase Order, delivery and price terms are Ex Works (Incoterms 2010), Ritescreen’s facility. Buyer shall bear all costs, insurance premiums, freight, taxes (including, without limitation, any manufacturer’s, occupation, use, sales, or excise tax), customs clearing fees, duties, inspection or testing fees, and all other charges or expenses incurred with respect the importation, use and sale of the Products pursuant to the Purchase Order. Ritescreen may include any of the foregoing in its invoices to Buyer and Buyer shall pay or reimburse Ritescreen pursuant to any such invoice or upon demand for any of the foregoing paid by Ritescreen. Title shall pass to Buyer upon delivery at Ritescreen’s facility of the corresponding Products to a common carrier for shipment to Buyer.

3. PAYMENT. All payments and refunds shall be made in United States Dollars, and, at the option of Ritescreen and as stated on the Purchase Order, by check, certified check, or electronic funds transfer. Without limitation, Buyer’s failure to make payment in the manner required by Ritescreen shall excuse Ritescreen from any outstanding shipment obligations. Buyer shall pay to Ritescreen the total amount due as specified on the face of the Purchase Order (the “Invoiced Amount”), together with any other amounts payable by Buyer pursuant hereto, no later than thirty (30) days after the date of Ritescreen’s invoice unless otherwise specified thereon. Freight, insurance, and other items payable by Buyer pursuant to Section 2 hereof may be invoiced separately. Payment is effective only upon receipt (of immediately available funds) by Ritescreen.

4. CERTAIN REMEDIES. If Buyer fails to make any payment in accordance with the terms hereof, Ritescreen may, at its option, without limiting such other rights and remedies as it may have and without liability on its part:

(a) Declare all obligations of Buyer immediately due and payable; and/or

(b) Terminate the Purchase Order and/or any other existing contract with Buyer; and/or

(c) Treat such failure or refusal as a repudiation of the Purchase Order and stop production or defer shipments or deliveries hereunder; and/or

(d) Sell any undelivered Products in the open market, in which event, Buyer agrees to: (i) be liable for any difference between the resale price obtained by Ritescreen and the price thereof, as well as for costs and expenses incurred by Ritescreen in connection with such resale, and interest as provided herein; and (ii) immediately pay such difference to Ritescreen; provided, however, that nothing herein shall be construed as creating any obligation whatsoever on the part of Ritescreen to sell any undelivered Products.

5. INTEREST; OFFSET. Buyer shall pay to Ritescreen interest on sums due hereunder from the due date at the lesser of: (a) an annual rate of eighteen percent (18%), and (b) such other rate as may be the maximum then permitted by applicable law, which interest shall be calculated from the original due date until paid in full, on all past due obligations. Buyer shall not have the right to offset any obligation of Ritescreen to Buyer against any obligation of Buyer to Ritescreen.

6. INSTALLMENT DELIVERIES. Each and every delivery of Products hereunder is separate, and Buyer agrees not to withhold payment on any one delivery, including, without limitation, a partial delivery, because of a controversy relating to any other delivery or to any undelivered Products. In the event of delivery by installments, whether by prior agreement of the parties or otherwise, delivery of one or more such installments shall not relieve Buyer of its obligation to accept remaining installments.

7. SHIPPING DELAYS; RISK OF LOSS.

(a) All orders, if and when accepted, are accepted, and all anticipated delivery dates are, subject to the availability of raw materials, Ritescreen’s manufacturing schedules, Ritescreen shipping schedules and any applicable government regulations, orders, directives and restrictions which may be in effect from time to time. Partial shipments by Ritescreen are expressly permitted, and Buyer agrees to make timely payment for any such partial shipments. In the event the Products are not placed in the custody of a carrier for shipment to Buyer or in storage for the account of Buyer as provided in Section 7(b) hereof and more than sixty (60) days have passed

since the date of the Purchase Order, as Buyer's sole and exclusive remedy for delayed shipment, Buyer may cancel by written notice any portion of the Products that has not been shipped or stored pursuant to Section 7(b) and Ritescreen shall have no further liability or obligation with respect thereto. The date of the corresponding bill of lading (or similar document) shall be irrefutable evidence of the date of shipment.

(b) In the event that delivery of all or any portion of the Products is delayed by causes within the control of Buyer or causes which affect the ability of Buyer to receive such Products, Ritescreen may, but shall have no obligation to, store such Products for Buyer's account at Buyer's sole risk, cost and expense. Ritescreen shall have no liability for any deterioration or defects in the Products arising from or related to such storage. Ritescreen's storage of such Products shall not delay Buyer's payment obligation.

8. INSPECTION.

(a) Within five (5) days after delivery to Buyer or any agent, representative, or designee of Buyer, of any shipment (including, without limitation, an installment) of the Products, Buyer shall inspect the Products for patent and latent defects at its own cost and expense, and, if Buyer determines that the whole or any commercial unit or units of the Products have a defect or nonconformity, Buyer shall give written notice (a "Defective Product Notice") to Ritescreen by overnight delivery by nationally recognized express mail service, sent within said five-day period specifically setting forth the nature of the alleged defect or nonconformity. Buyer's failure to timely send a Defective Product Notice shall constitute an irrevocable acceptance of the Products by Buyer, and, subject to Section 11 below, Buyer hereby expressly waives any and all claims arising out of or relating to the Products which have not been expressly set forth in a Defective Product Notice timely delivered to Ritescreen.

(b) Buyer shall (at its own cost and expense) retain all nonconforming Products for a reasonable time (which shall be not less than ninety (90) days after sending a corresponding Defective Product Notice). Buyer shall afford Ritescreen or its agents or representatives, during Buyer's usual business hours, access to the purportedly defective or nonconforming Products for the purpose of Ritescreen's inspection, at Ritescreen's sole cost and expense, and shall permit Ritescreen to take possession of any Products or parts of the Products that Ritescreen may require. In lieu of all other remedies, including, without limitation, any rights of cancellation Buyer might otherwise have, Ritescreen shall have the option and the right to cure any defect or nonconformity by shipping replacement non-defective conforming Products or Products parts within one hundred twenty (120) days after receipt of Buyer's Defective Product Notice.

9. RETURNS. Ritescreen shall not accept the return of any Products without Ritescreen's prior written authorization, which Ritescreen may withhold in its sole discretion. Ritescreen's authorization of the return of all or any part of any shipment of Products shall not constitute an acknowledgment of any responsibility on the part of Ritescreen with respect to the nature or quality of the Products. All returned Products, other than Products returned at Ritescreen's request pursuant to Section 11, shall be returned at Buyer's sole cost and expense and are subject to a fifteen percent (15%) restocking charge. Products custom manufactured to Buyer's specifications or specially ordered are not subject to return for credit under any circumstances. Risk of loss for any Products returned by Buyer to Ritescreen shall not pass to Ritescreen until delivery to and acceptance by Ritescreen.

10. RESERVATION OF RIGHTS. Ritescreen expressly reserves all rights and remedies which are available to it at law or equity including, but not limited to, rights and remedies set forth in the

Uniform Commercial Code as enacted by the Commonwealth of Pennsylvania.

11. LIMITED WARRANTY. SUBJECT TO SECTIONS 8 AND 12, RITESCREEN PROVIDES TO BUYER RITESCREEN'S LIMITED PRODUCT WARRANTY THAT, FOR A PERIOD OF THIRTY (30) DAYS FROM DELIVERY, THE PRODUCTS WILL BE FREE FROM DEFECTS IN MATERIALS AND WORKMANSHIP.

BUYER SHALL HAVE NO CLAIMS AGAINST RITESCREEN WITH RESPECT TO ANY OTHER WARRANTY CLAIMS. RITESCREEN SHALL HAVE NO WARRANTY OBLIGATIONS AS SET FORTH HEREUNDER UNLESS AND UNTIL BUYER HAS DULY COMPLIED WITH SECTION 8 HEREOF. UPON RITESCREEN' REQUEST AND AS AN ADDITIONAL CONDITION PRECEDENT TO RITESCREEN' WARRANTY OBLIGATIONS, BUYER SHALL DELIVER TO RITESCREEN ANY PRODUCTS CLAIMED BY BUYER TO BE NON-CONFORMING. RITESCREEN' WARRANTY OBLIGATIONS SHALL BE OTHERWISE LIMITED, INCLUDING, WITHOUT LIMITATION, AS PROVIDED IN SECTION 12 BELOW.

12. DISCLAIMER OF WARRANTIES, LIMITATION OF LIABILITY.

(a) RITESCREEN MAKES NO WARRANTIES OF MERCHANTABILITY OR FITNESS FOR ANY PARTICULAR PURPOSE, OR ANY OTHER WARRANTY, EXPRESS OR IMPLIED, EXCEPT AS EXPRESSLY PROVIDED HEREIN AND NONE SHALL BE IMPLIED.

(b) RITESCREEN SHALL IN NO EVENT BE LIABLE, WHETHER IN CONTRACT, WARRANTY, TORT, NEGLIGENCE, STRICT LIABILITY, OR ON ANY OTHER BASIS, FOR CONSEQUENTIAL, INCIDENTAL, INDIRECT, SPECIAL, TREBLE OR PUNITIVE DAMAGES OF ANY KIND, OR FOR LOSS OF INVESTMENT, INDEBTEDNESS, LOSS OF FINANCING, LOSS OF REVENUES OR PROFITS, OR BUSINESS INTERRUPTION, DISCONTINUATION, OR TERMINATION SUSTAINED BY BUYER, OR BY ANY PERSON DEALING WITH BUYER, IN CONNECTION WITH THE PRODUCTS, AND BUYER SPECIFICALLY WAIVES ANY SUCH CLAIMS OR CAUSES OF ACTION BUYER MAY PURPORT TO HAVE. RITESCREEN' LIABILITY FOR ANY CLAIM OF ANY KIND (INCLUDING, WITHOUT LIMITATION, CLAIMS BASED UPON ANY EXPRESS WARRANTY CONTAINED HEREIN AND CLAIMS BASED UPON ANY WARRANTY IMPLIED BY LAW), SHALL BE LIMITED, AT RITESCREEN' OPTION, TO REPLACEMENT OR REPAIR OF THE PRODUCTS OR THE RETURN TO BUYER OF THE PRICE PAID, AND BUYER EXPRESSLY WAIVES ANY RIGHT IT MIGHT HAVE TO ANY OTHER MEASURE OF DAMAGES, STATUTORY OR OTHERWISE.

(c) All warranty disclaimers contained herein are intended to comply with applicable law and shall be enforced to the fullest extent possible under applicable law. To the extent that any warranty disclaimer herein is deemed invalid under any law which may be applied, any such warranties that are not disclaimed, whether express or implied, shall be limited in duration to a period of six (6) months after delivery by Ritescreen in accordance with these terms and conditions.

(d) The warranties set forth herein are made only to Buyer and shall not be assigned or inure to the benefit of any assignee or successor in interest of Buyer.

(e) Any action for breach of the Purchase Order or for breach of any warranty, express or implied, of Ritescreen shall be commenced within one (1) year from the date of the delivery of the Products; provided that any action for a breach of the product warranty expressly provided in Section 11 shall be commenced in accordance with the warranty provisions.

13. INDEMNIFICATION. Buyer shall defend, indemnify and hold Ritescreen harmless from and against any and all demands, claims, actions, suits, liability, damages, losses, judgments, costs and expenses, including, without limitation, costs of investigation and attorneys' fees, arising from, or in any way related to or concerning the use of the Products by Buyer or any person to whom Buyer transfers the Products (whether by sale or otherwise), any third party claims related to the use of the Products, and the enforcement of the Purchase Order by Ritescreen.

14. CONFIDENTIALITY. Ritescreen agrees that any information it obtains about Ritescreen's existing or proposed products, manufacturing facilities or processes, and any other non-public information of Ritescreen is Ritescreen's confidential information. Buyer agrees that it will maintain Ritescreen's confidential information in confidence, will not disclose or disseminate the information to any third party, without Ritescreen's express, prior written consent, and will use the information only for the purposes of fulfilling its obligations under this Agreement or any purchase order. Buyer agrees that it will disclose the confidential information provided by Ritescreen only to Buyer's employees, officers, directors, and consultants who (1) have signed agreements obligating them to keep the information in confidence, (2) have been advised of the confidential and proprietary nature of the information, and (3) have a need to know the information. The foregoing limitations shall not apply to information which Buyer can demonstrate (by its written records) was (1) in the public domain at the time of its disclosure by Ritescreen, (2) in Buyer's possession at the time of its disclosure by Ritescreen and was not acquired directly or indirectly from Ritescreen, (3) published or became part of the public domain after its disclosure by Ritescreen through no act or failure on Buyer's part, or (4) obtained by Buyer from a third party not owing obligations of confidence to Ritescreen. Buyer agrees that the information disclosed shall not be deemed to be in the public domain or in Buyer's possession merely because it is embraced by more general information in the public domain or in Buyer's possession, or merely because individual items of the information are in the public domain or Buyer's possession.

15. FORCE MAJEURE. Without limiting any other term contained herein, Ritescreen shall not be liable for damages of any kind resulting from delay or inability to deliver, or failure to deliver, caused directly or indirectly by circumstances beyond Ritescreen's control, including, without limitation, acts of God; Buyer's acts or omissions; acts of any government or any state (foreign or domestic) or political subdivision thereof; riots or civil unrest; war; acts of terrorism; accidents, fires, floods, explosions, or other catastrophes; lockouts, strikes or labor disputes or shortages; the inability to obtain fuel, power, materials, supplies, equipment, or shipping space; transportation delays; or any other cause or causes, whether similar or dissimilar to the foregoing, beyond Ritescreen's control or which would excuse or suspend Ritescreen's performance under applicable law. In the event of such delay, the date of delivery of this order shall be extended by a period approximately equal to the time lost by reason of such delay. In the event of any partial failure to deliver so caused, Ritescreen shall have the right to payment pro rata for such of the Products as it could and did in fact deliver, whether or not delivery of the same may have been delayed.

16. SUCCESSORS AND ASSIGNS. The Purchase Order shall be binding on and inure to the benefit of the parties hereto, and their respective assigns and successors; provided, however, Ritescreen shall have no warranty obligations to Buyer's assigns or successors and Buyer shall neither assign any rights nor delegate any duties under the Purchase Order without the prior written consent of Ritescreen. Any attempt at assignment or delegation in violation of this provision shall be null and void and no unpermitted assignment or delegation shall relieve Buyer of its obligations hereunder.

17. SEVERABILITY. Any provision hereof which is prohibited or unenforceable in any jurisdiction shall, as to such jurisdiction, be ineffective to the extent of such prohibition or unenforceability without invalidating the remaining provisions hereof or affecting the validity or enforceability of such provision in any other jurisdiction.

18. FEES AND COSTS. Buyer agrees to pay all fees, costs and expenses, including, without limitation, attorneys' fees, costs and disbursements which Ritescreen incurs in order to repossess and/or secure payment for the Products and/or to collect any sums due from Buyer to Ritescreen hereunder.

19. APPLICABLE LAW; CHOICE OF VENUE.

(a) The Purchase Order, its interpretation, and the performance hereunder as to all matters, including, without limitation, its interpretation, construction, effect and remedies, shall in all respects be governed exclusively by the substantive laws of the Commonwealth of Pennsylvania, United States of America, without giving effect to any conflicts of law principles that would obtain a different result. Additionally, the Parties hereto agree that the U.N. Convention on Contracts for the International Sale of Goods (Vienna, 1980) shall not apply to the Purchase Order.

(b) All disputes arising in connection with or related to the Purchase Order shall be brought exclusively in the state courts located in Harrisburg, Pennsylvania, or a federal court in the Middle District of Pennsylvania, each of which shall have exclusive jurisdiction over such disputes. Each party consents to the exclusive personal and subject matter jurisdiction of such courts for said purposes and waives any defense with respect to any such action based upon forum non conveniens or lack of personal or subject matter jurisdiction.

20. CONSTRUCTION. All headings in the Purchase Order are for convenience only and shall not be considered in construing the meaning of the Purchase Order. All references to sections include all subsections thereof.

21. MODIFICATION AND WAIVER.

(a) The Purchase Order shall not be modified, amended, or supplemented, and no agreement to allow the Purchase Order to be modified orally, shall be valid or binding unless made in a writing duly executed by Ritescreen and Buyer. Terms and conditions inconsistent with the Purchase Order contained in purchase orders, order confirmations, or similar documents shall not be valid or binding.

(b) The failure or refusal by Ritescreen either to insist upon the strict performance of any provision of the Purchase Order, and no delay or omission on the part of Ritescreen in exercising any right, shall operate as a waiver of such right or any other right, nor shall such delay or omission be deemed a custom or practice contrary to such provision or right.

22. EXPORT CONTROL. Buyer shall comply with, and at Ritescreen's request shall demonstrate compliance with, all export laws, restrictions, and regulations of any United States or foreign agency or authority. Buyer shall not export, or re-export, or allow

the export or re-export of any Product in violation of any such laws, embargoes, restrictions or regulations. Buyer shall obtain and bear all expenses relating to any necessary licenses and/or exemptions with respect to the export or re-export from the United States to Buyer or customers of Buyer in compliance with all applicable laws and regulations prior to shipment thereof. Buyer shall defend, indemnify and hold Ritescreen harmless from any claim, damage, liability or expense (including but not limited to reasonable

attorneys' fees, costs of investigation, and costs of defense) arising out of or in connection with any violation of the preceding sentence.

23. ENTIRE AGREEMENT. The Purchase Order constitutes the entire agreement between Buyer and Ritescreen and there are no understandings, representations or warranties of any kind except as herein expressly set forth.