

**TERMS AND CONDITIONS OF SALE OF ALL PRODUCTS OF ADVANCED COMPOSITES MEXICANA SA de CV**

**1. EXCLUSION OF WARRANTIES:** Advanced Composites Mexicana SA de CV guarantees that only the goods supplied must comply with the description that appears on the invoice for the goods. **ADVANCED COMPOSITES MEXICANA SA DE CV MAKES NO OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. ADVANCED COMPOSITES MEXICANA SA DE CV ALSO EXPRESSLY DISCLAIMS ANY EXPRESS OR IMPLIED WARRANTIES AGAINST INFRINGEMENT OF PATENT OR OTHER INTELLECTUAL PROPERTY RIGHTS OF THIRD PARTIES. THE SALE OF PRODUCTS BY ADVANCED COMPOSITES MEXICANA SA DE CV DOES NOT IMPLY THE ABSENCE OF PATENTS OR CONSTITUTE A LICENSE OF ANY EXISTING OR PENDING PATENT, NOR IS THE INFORMATION PROVIDED BY ADVANCED COMPOSITES MEXICANA SA DE CV INTENDED OR IMPLIED AS A RECOMMENDATION FOR THE USE OF CHEMICALS. THE RESPONSIBILITY FOR DETERMINING THE EXISTENCE OF PATENTS OR OTHER SUCH INTELLECTUAL PROPERTY RIGHTS RESTS SOLELY WITH THE BUYER.**

**2. LIMITATION OF REMEDIES: BUYER'S EXCLUSIVE REMEDIES WITH RESPECT TO ANY CLAIM, WHETHER IN CONTRACT, TORT, WARRANTY OR OTHERWISE, SHALL BE LIMITED EXCLUSIVELY TO ADVANCED COMPOSITES MEXICANA SA DE CV, REFUNDING THE PURCHASE PRICE OR REPLACEMENT OF ALL PRODUCTS SHOWN NOT AS WARRANTED, AND ADVANCED COMPOSITES MEXICANA SA DE CV SHALL NOT BE LIABLE FOR ANY SPECIAL, INDIRECT, INCIDENTAL OR CONSEQUENTIAL DAMAGES, INCLUDING DAMAGES SEEKED AS CONTRIBUTION OR INDEMNITY.**

3. NOTICE OF NON-CONFORMITY OF PRODUCTS: If the buyer considers that the goods are not satisfactory because they do not comply with the description that appears on the invoice, the buyer must notify Advanced Composites Mexicana SA de CV in writing within thirty (30) days from the date of shipment. Failure by Buyer to give such notice within thirty (30) days from the date of shipment shall constitute a waiver by Buyer of continuing all claims with respect to such goods. If requested by Advanced Composites Mexicana SA de CV, Buyer will immediately return to Advanced Composites Mexicana SA de CV by the method designated by Advanced Composites Mexicana SA de CV all unconsumed goods that Buyer claims to be other than those guaranteed, and Advanced Composites Mexicana SA de CV will pay freight only for unconsumed merchandise that Advanced Composites Mexicana SA de CV determines have not met the description on the invoice.

4. TIME TO EXERCISE LEGAL ACTION: In any claim against Advanced Composites Mexicana SA de CV, the Buyer must initiate legal action within one (1) year after the date from which the claim arises or said claim lapses despite any statute of limitations.

5. PRICE AND QUANTITY, TAXES, PRICE ADJUSTMENTS: Unless otherwise provided under article 2, and without regard to any course of negotiations between the parties: (1) Advanced Composites Mexicana SA de CV will not be obliged to sell or deliver any quantity of product(s) covered hereby ("Product") beyond the quantity, if any, that in Advanced Composites Mexicana SA de CV's sole judgment, is available for such purpose on the scheduled date of shipment to Buyer , (2) the product price will be the price of Advanced Composites Mexicana SA de CV on the date of shipment, (3) Advanced Composites Mexicana SA de CV reserves the right to establish minimums and/or premiums or reject orders for configurations , unusual sizes or partialities, (4) unless otherwise specified on page 1 of the invoice, over- or under-time of up to ten percent (10%) will constitute due fulfillment of any order, (5) the Freight deductions will be those specified by Advanced Composites Mexicana SA de CV from the date of shipment, (6) The buyer must allow Advanced Composites Mexicana SA de CV a reasonable time for delivery of product shipments, and (7 ) any tax payable due to the sale, expedition, use or consumption of any of the products sold to the Buyer, other than taxes based on the net income or profit of Advanced Composites Mexicana SA de CV, will be the responsibility of the Buyer, and if paid by, or deducted from, Advanced Composites Mexicana SA de CV, said tax will be added to the price of the products or invoiced to the Buyer separately as Advanced Composites Mexicana SA de CV chooses. Advanced Composites Mexicana SA de CV may change any of the terms of prices, merchandise or payment thereof by notifying you no less than thirty (30) days in advance; provided, however, that Advanced Composites Mexicana SA de CV may at any time institute or eliminate a voluntary temporary assignment or other similar competitive benefit without prior notice.

6. CREDIT: If, in the discretion of Advanced Composites Mexicana SA de CV, the financial responsibility of the Buyer is altered, Advanced Composites Mexicana SA de CV may require advance payment in cash or a sufficient deposit and may withhold shipments of products until receipt of said payment or security. Such action by Advanced Composites Mexicana SA de CV will not constitute a change to the established payment terms. If past due amounts are placed with an outside agency for collection, or if an attorney is retained and/or if a lawsuit is filed for collection, or if collected through probate, bankruptcy or other judicial proceedings, Buyer will pay all collection costs, including attorneys' fees, in addition to other amounts owed.

7. PAYMENT: Unless otherwise specified by Advanced Composites Mexicana SA de CV, payment is due in full no later than thirty (30) days after the date of shipment, Advanced Composites Mexicana SA de CV reserves the right to impose a finance charge of 1.5% per month, or at the highest rate permitted by law, whichever is lower, on all amounts outstanding after the due date.

8. APPLICABLE LAW: This contract will be governed and construed in accordance with the laws of the State of Aguascalientes, Mexico. The parties agree that the appropriate venue for all actions that

arising in connection with these terms and conditions and the products sold to the Buyer will be considered exclusively appropriate only in a court in the Municipality of Aguascalientes, and the parties agree to submit to said jurisdiction.

9. MODIFICATIONS: The terms of this agreement cannot be modified except by written document signed by Advanced Composites Mexicana SA de CV and the Buyer.

10. WAIVER: The waiver by Advanced Composites Mexicana SA de CV of any term or condition set forth herein shall not preclude Advanced Composites Mexicana SA de CV from attempting to enforce the terms and conditions on any other occasion and shall not constitute a waiver by Advanced Composites Mexicana SA de CV of any other terms and conditions established in this document.

11. LIMITATION OF AUTHORITY OF EMPLOYEES OF ADVANCED COMPOSITES MEXICANA, SA DE CV AND AGENTS: No person employed by or affiliated with Advanced Composites Mexicana SA de CV is authorized to assume any responsibility on behalf of Advanced Composites Mexicana SA de CV other than those obligations expressly provided for in this document.

12. EFFECT OF CONFLICTING CONDITIONS ON BUYER'S ORDER: If the terms and conditions of this invoice differ in any way from the terms and conditions of Buyer's order, the invoice shall be construed as an offer for free sale and will not be effective as an acceptance of such order unless Buyer assents to the terms and conditions hereof, which shall be the final and complete agreement between the parties. Buyer's acceptance of any product covered by this invoice or payment for goods described in this invoice constitutes acceptance of these terms and conditions. If the buyer does not agree with these terms and conditions, the buyer must return the goods to Advanced Composites Mexicana SA de CV in the same way in which the products were sent, at the expense of Advanced Composites Mexicana SA de CV, within the ten (10) business days of receipt by the Buyer of the goods. Acceptance of this offer is expressly limited to the terms and conditions set forth herein. There are no terms or conditions set forth by Buyer upon acknowledgment or acceptance otherwise these terms and conditions shall be binding on Advanced Composites Mexicana SA de CV unless expressly agreed to by Advanced Composites Mexicana SA de CV in writing.

13. ASSIGNMENT. The Buyer may not assign its rights or delegate its functions without the prior written consent of Advanced Composites Mexicana SA de CV, and any other assignment, without its consent, will be void.

14. SAFETY, HEALTH AND COMPENSATION. Advanced Composites Mexicana SA de CV will provide Buyer with Safety Data Sheets, including warnings, and health and safety information relating to products and/or containers. The Buyer agrees to disseminate such information in order to give notice of possible dangers to persons who the Buyer can reasonably foresee may be exposed to such dangers, which

include but are not limited to Buyer's employees, agents, contractors or customers. Buyer shall instruct its employees, agents, contractors and customers in the handling, use, sale, transportation, storage, and disposal practices for the Product. IF BUYER FAILS TO PROVIDE WARNINGS AND INFORMATION, BUYER AGREES TO DEFEND AND INDEMNIFY SELLER AGAINST ALL LIABILITY ARISING OUT OF OR IN ANY WAY RELATED TO SUCH MALFUNCTION, INCLUDING BUT NOT LIMITED TO LIABILITY FOR INJURY, ILLNESS, DEATH AND DAMAGES TO LIABILITY. PROPERTY; PROVIDED, IF THE SELLER IN THIS INSTANCE HAS CONTRIBUTED TO SUCH LIABILITY, THE INDEMNITY TO THE BUYER SHALL BE REDUCED BY THE PROPORTION TO WHICH THE SELLER HAS CONTRIBUTED TO SUCH LIABILITY. Advanced Composites Mexicana SA de CV will provide Buyer with reasonable notice and opportunity to defend itself in the event that any claim or demand is made against Advanced Composites Mexicana SA de CV to which such indemnification relates.

15. MISCELLANEOUS. These terms and conditions supersede all other prior oral or written communications, negotiations and statements with respect to the subject matter of these terms and conditions, notwithstanding the foregoing, in the event of a conflict between: (i) THESE terms and conditions, and (ii) those set out on the face or back of this form or on the standard invoice Advanced Composites Mexicana SA de CV to which these terms and conditions are attached, then the terms and conditions of the latter (ii) control. All typographical or administrative errors made by Advanced Composites Mexicana SA de CV in any quotation, in these terms and conditions, or elsewhere, are subject to correction. Advanced Composites Mexicana SA de CV will not be responsible or legally bound for any non-compliance or any failure or delay in performance if caused, directly or indirectly, by acts of God, war, fire, elements, riot, civil commotion, strikes, stoppages, slowdowns or other labor disputes, accidents, delays or failure or omission of carriers, labor shortages, delays in obtaining or inability to obtain materials, equipment or parts from regular sources of supply on time, the request or regulation of or by any government or governmental authority, or the failure of either party to perform any contract with Advanced Composites Mexicana SA de CV whose performance is required for the production of the products, or any other event or contingencies beyond the reasonable control of Advanced Composites Mexicana SA de CV, or without fault of Advanced Composites Mexicana SA de CV, whether similar or different from the foregoing. Deliveries or other actions may be suspended for an appropriate period of time or canceled by Advanced Composites Mexicana SA de CV, upon notification to the Buyer in the event of the foregoing, but the balance of these terms and conditions must remain unaffected.