

THIS INVOICE SUBJECT TO TERMS AND CONDITIONS ON REVERSE SIDE

TERMS AND CONDITIONS

TERM AND CONDITIONS OF SALE

These terms and conditions of sale (Terms and Conditions) relate to certain goods and services provided (Products) by Tri-Star Laminates Inc. dba LCOA 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 Customer's purchase order, are hereby objected to by Company.

PAYMENT (a) 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. (b) All payments in US dollars, are due net 30 calendar days after the date of invoice unless otherwise mutually agreed. Any unpaid due amounts will be subject to interest at 1.5% per month or the highest rate permitted by law, whichever is less. Any returned checks are subject to a \$20 fee. 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. (c) 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. (d) 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. (e) If Customer does not make payment in accordance with the terms of the payment specified, Company may, at its option, (i) cancel the purchase order or (ii) refuse to perform any further work under the purchase order unless Customer immediately pays for all Products that have been delivered and pays in advance for all Products to be delivered. Any remedies contained in this Section 1 shall be in addition to any remedies available at equity or law.

SHIPPING/DELIVERY In the absence of a prior agreement in writing as to shipping, shipment will be made in with instructions issued by Company s shipping department. Customer assumes risk of all loss and damage resulting from any cause whatsoever when the Products are delivered to carrier, to Customer, or to Customer s agent, whichever occurs first. All required shipping costs, insurance, export/import duties, taxes (foreign and domestic) and any other related costs and risk consistent with the designated shipping method shall be borne by Customer for delivery of the Products to Customer's chosen destination. Shipping dates are approximate and are not guaranteed. Partial deliveries shall be accepted by Customer and paid for at contract prices and terms.

CHANGES BY COMPANY

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. (i) provided the modification has equivalent form, fit and function.

CANCELLATION Customer shall not cancel, reschedule or reconfigure the purchase order without the prior written authorization of Company and, in such event, Customer shall be liable to Company for any additional costs and expenses incurred by Company. , COMPANY

WARRANTY (a) UNLESS THE COMPANY PROVIDES A SPECIFIC WRITTEN WARRANTY TO CUSTOMER EXPRESSLY DISCLAIMS ALL WARRANTIES OF ANY KIND, WHETHER EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, IM- PLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE WITH RESPECT TO THE PRODUCTS LIMITED TO, IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR 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 Company. (b) 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.

PRODUCT RETURNS

Products are deemed accepted by Customer unless Customer notifies Company in writing within 30 days of delivery of product shortages, damage or defect. Returns of any type must be approved by Company in writing. Returned shipments not approved by Company will be refused by Company. The request for return must include the serial number and full identification of the Products to be returned and a detailed description as to the nature of the defect or problem. Proper handling procedures must be used in packing and shipping all returned products. Products must be returned in the same or equivalent container in which they were shipped. Customer retains title to any Products returned for repair. A minimum 20% restocking fee will be made on returned Products. Return freight cost is the responsibility of Customer.

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, THE COST OF RESALE, REPAIR OR USE OF ANY PRODUCTS COVERED BY OR FURNISHED HEREUNDER, SHALL IN NO CASE EXCEED THE LESSER OF REPAIRING OR REPLACING PRODUCTS FAILING TO CON- FORM TO THE WARRANTIES CONTAINED HEREIN, IF ANY, OR THE PRICE OF THE PRODUCTS OR ART 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 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 All prices are exclusive of all taxes and import or export duties, imposed by any city, state, federal or other government authority. 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.

ASSISTANCE AND ADVICE Upon request, Company in its sole and absolute discretion may furnish as an accommodation to Customer such technical advice or assistance as is available in reference to the Products. Company assumes no obligation or liability for the advice or assistance given or results obtained, all such advice or assistance being given and accepted at Customer's sole risk.

INTELLECTUAL PROPERTY (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) All specifications, drawings, designs, data, information, ideas, methods, patterns, and/or inventions, made, conceived, developed, or acquired by Company, incident to procuring and/or carrying out the delivery of Products to Customer will vest in and inure to Company's sole benefit. (c) Customer agrees that it will not use in any way Company's trade-marks and trade names, and it will not publish, or cause to be published any statement, or encourage or approve any advertising or practice, which may be detrimental to the good name, trademarks, goodwill or reputation of Company or the Products. Customer agrees to withdraw, at Customer's own expense, any material or activity that Company determines is inaccurate, objectionable or misleading or a misuse of Company name, trademarks, service marks, or logos. Customer is prohibited from stating or implying that Customer and Company are partners or creating the impression that Company is affiliated with Customer or has sponsored, authorized, approved or endorsed Customer's business, or any offer or any marketing, advertising or promotion thereof. Customer may not register or use any domain name or business name containing any confusingly similar name or mark to any Company name or mark.

INSURANCE/USE OF CUSTOMER FURNISHED ITEMS (a) Customer shall carry and maintain insurance of the following types and minimums: (i) Worker's Compensation and Employers Liability Insurance as required by applicable state law; (ii) commercial general liability and umbrella liability insurance, minimum per-occurrence limit, general aggregate state law; and products completed operations aggregate limit of \$1,000,000; (iii) comprehensive automobile liability insurance with limits not less than \$1,000,000; and (iv) commercial property insurance that shall cover the replacement cost of the property insured. Customer shall provide to Company Certificates of Insurance upon request and shall name Company as an additional insured. Customer's failure to comply with the insurance provisions contained herein shall not be construed to limit or relieve Customer from any of its obligations hereunder. (b) All materials, including but not limited to dies, gauges, molds, tools, fixtures, patterns or other items furnished by Customer shall be fully covered by Customer with fire and extended coverage insurance and Company shall not be liable for damages to or loss of such materials resulting from risk covered by such insurance. Customer on behalf of itself and its insurers hereby releases Company from all liability arising in connection with any loss of or damage to such materials arising out of Company's negligence or otherwise. If, at any time, a period of one year has elapsed since the receipt of any order from Customer requiring the use of such materials, Company may thereafter make any such use or disposition of such materials as Company desires, without any accounting to Customer for such use or disposition, or the proceeds thereof.

FORCE MAJEURE 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.

EXPORT COMPLIANCE. The products or services provided by Company under this purchase order, are controlled for export under the International Traffic in Arms Regulations (ITAR). Customer shall not, directly or indirectly, export, re-export, transfer, furnish or ship Products in violation of the ITAR or any other law or regulation pertaining to export. Customer agrees, at Customer's own expense, to comply with the ITAR and any other law or regulation related to export and will, in accordance with the indemnification provisions of these Terms and Conditions, indemnify, defend and hold Company harmless from any claim against Company due to Customer's violation or alleged violation of the ITAR or any other export law or regulation.

SUBCONTRACTOR Company expressly reserves the right to subcontract all or part of this purchase order without the consent of Customer.

ASSIGNMENT Company reserves the right to assign any of its rights or obligations hereunder. Customer shall not assign its rights or obligations hereunder without the prior written consent of Company.

CONFIDENTIALITY Customer agrees that it will not disclose the contents of this purchase order to any unrelated party without the prior written consent of Company. To the extent that the work under this purchase order requires the exchange of confidential or proprietary business or financial information, the non-disclosing party shall treat such information as confidential and agrees not to appropriate such information to its own use or to disclose such information to third parties unless specifically authorized by the disclosing party in writing. The foregoing obligations, however, shall not apply to information which: (i) is in the public domain through no fault of the non-disclosing party; (ii) the non-disclosing party can demonstrate the information in its possession at the time of receipt thereof and was not acquired directly or indirectly from the disclosing party; or (iii) the non-disclosing party can demonstrate it received the information from a third party that did not acquire such information directly or indirectly from

GOVERNING LAW/VENUE AND JURISDICTION 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.

DISPUTE RESOLUTION All disputes and claims relating to this purchase order, the rights and obligations of the parties under this purchase order, and/or any claims or causes of action relating to the performance of either party, shall first the disclosing party be referred for resolution to the respective party's executive management. If such persons cannot resolve such matter within 30 calendar days of commencing good faith negotiations, then the parties may agree to jointly participate in alternate dispute resolution or either party may file suit in Orange County, California in a court of competent jurisdiction. Notwithstanding, either party may immediately seek injunctive relief in an Orange County, California court of competent jurisdiction against improper use, disclosure, or threatened improper use or disclosure of proprietary information.

NON-WAIVER/SEVERABILITY 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.

SURVIVAL The provisions of these Terms and Conditions that, by their essence and context, are intended to survive performance by either or both parties shall also survive the completion, expiration, termination or cancellation of the purchase order.

ENTIRE AGREEMENT/MODIFICATION This agreement constitutes the entire contract between Customer and Company relating to the Products identified herein. No modifications hereof shall be binding upon Company unless in writing and signed by Company's duly authorized representative, and no modification shall be affected 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 supplementary of the provisions hereof. No waiver by either party of default shall be deemed a waiver of any subsequent default.