

GENERAL TERMS AND CONDITIONS OF SALE OF MICA CORPORATION ("SELLER")

Terms and Conditions: The following terms shall govern all transactions between the parties. Any additional or different terms proposed by the Buyer are hereby rejected, even if Buyer's documentation purports to bind Seller to such additional or different terms, and even if such additional or different terms would otherwise be deemed to have been part of the parties' agreement pursuant to the Uniform Commercial Code.

Title: Title and risk of loss in all goods sold shall pass to Buyer upon Seller's delivery to carrier at shipping point.

Payment: Acceptance of any order is subject to final credit approval. Unless otherwise specified, payment terms are net cash thirty days after shipment. Seller reserves the right to suspend credit at any time when, in its judgment, Buyer's financial condition warrants such actions.

Nonperformance: Neither party shall be responsible for delays, failures or omissions hereunder due to any cause beyond its reasonable control and which cannot be overcome by the exercise of due diligence, including, but not limited to, labor disturbances, riots, fires, earthquakes, floods, storms, lightning, war, failure or any delays by carriers. This provision shall not apply to the payment of money. If by reason of any such event or cause, the quantities of the materials covered hereby, or of any materials used in the production thereof, reasonably available to Seller shall be less than its total needs for its own use or for sale, Seller may allocate its available supply of any such materials among its existing or prospective purchasers in such manner as Seller deems proper, without thereby incurring liability for failure to perform this contract.

Warranties: Seller warrants that a) the material sold hereunder will conform to the description stated in its purchase order confirmation, packing slip and invoice, and b) the material sold hereunder shall be of merchantable quality. Except for the foregoing, **SELLER MAKES NO OTHER WARRANTIES EXPRESS OR IMPLIED. SELLER EXPRESSLY DISCLAIMS ANY IMPLIED WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE.**

Technical Advice: Seller, upon request, may furnish to Buyer such technical advice as it may be able to supply with reference to the use by Buyer of any material delivered hereunder. No charge is being made for any technical advice furnished by Seller. Seller assumes no obligations or liability for the advice given or results obtained. Buyer expressly agrees that it will implement any advice thus given at its own risk and agrees to indemnify and hold harmless Seller against any liabilities, costs or expenses resulting therefrom.

Limitation of Liability and Buyer's Remedies: No claim by Buyer of any kind, including without limitation, claims as to quality, amount of materials delivered or for non-delivery of materials, shall be greater in amount than the purchase price of the materials in respect of which damages are claimed. **In no event shall the Seller be liable for any incidental or consequential damages, including loss of profits or property damage, whether arising out of Seller's negligence or any other cause.** Use of the goods or of any portion thereof constitutes acceptance of the same as complying with all of the terms and specifications of this agreement, and all claims whether for nonconformity, breach of warranty, damages, errors or shortages not made in writing within thirty days of delivery are thereby waived.

Prices: Prices are subject to change at any time prior to shipment.

Taxes and Fees: Prices as stated herein do not include any manufacturers, sales, use or other excise taxes, charges or duties. The amount of any thereof which Seller is required to pay or collect is stated on the front hereof.

Law Applicable: This transaction shall be governed by and this agreement shall be construed and enforced in accordance with the laws of the State of Connecticut.

Fair Labor Standards Act: Seller represents that the goods covered herein are warranted to have been produced in compliance with the requirements of the Fair Labor Standards Act of 1938, as amended, and all regulations issued there under.

Material Safety Data: Seller will make available to Buyer a material safety data sheet which sets forth information concerning the material and describes certain precautions to be taken in the storage and handling of same. Buyer shall in all instances be responsible for knowing all such information and precautions disclosed in said material safety data sheet and conveying the same to persons who may be exposed to the material.

Seller's Remedies: Should Buyer fail to promptly make any payment or payments due hereunder, Buyer agrees to pay all costs of collection and reasonable attorney's fees incurred by Seller in collecting payment. This provision shall not be construed to limit Seller's remedies in the event of a breach by Buyer, but in the event of breach, Seller may take advantage of all of its rights as provided by law. Interest on all overdue accounts shall accrue at the rate of 12 percent per year.