

**PTC ALLIANCE CORP.
CUSTOMER ORDER ACKNOWLEDGMENT**

TERMS AND CONDITIONS

1. **ACCEPTANCE** - ALL SALES BY PTC ALLIANCE CORP. AND ITS AFFILIATES AND SUBSIDIARIES (COLLECTIVELY "SELLER") ARE MADE SUBJECT TO THE FOLLOWING TERMS AND CONDITIONS. THIS ORDER ACKNOWLEDGMENT IS AN OFFER BY SELLER TO BUYER AND ACCEPTANCE OF THE OFFER CONTAINED HEREIN IS EXPRESSLY LIMITED TO ITS TERMS. TERMS ADDITIONAL TO OR DIFFERENT FROM THOSE SET FORTH IN THESE TERMS AND CONDITIONS OF SALE, INCLUDING BUT NOT LIMITED TO TERMS CONTAINED IN BUYER'S PURCHASE ORDER, ARE DEEMED OBJECTED TO AND ARE HEREBY REJECTED UNLESS OTHERWISE ACCEPTED BY SELLER IN WRITING. Seller's acceptance of Buyer's purchase order or commencement of performance shall not constitute acceptance of any of Buyer's terms and conditions. Buyer's assent to these terms and conditions shall be conclusively presumed from Buyer's (a) receipt of Seller's order acknowledgment without written objection sent to Seller within ten (10) calendar days after receipt of this order acknowledgement or accepted purchase order; (b) instructing Seller to begin work or to ship any of the Goods (as hereinafter defined) after receipt of Seller's order acknowledgement or accepted purchase order; or (c) acceptance of all or any part of the Goods ordered. Seller may commence performance in reliance upon Buyer's acceptance of these terms and conditions of sale. BUYER AND SELLER AGREE THAT THE TERMS AND CONDITIONS SET FORTH HEREIN ARE ACCEPTED IN GOOD FAITH BY BOTH PARTIES AS THE CONTROLLING AND FINAL TERMS AND CONDITIONS. BUYER AND SELLER FURTHER AGREE THAT THERE SHALL NOT BE A "BATTLE OF FORMS" AS DESCRIBED IN SECTION 2-207 OF THE UNIFORM COMMERCIAL CODE.

2. **WARRANTY** - Seller warrants that the goods described on the face of Seller's order acknowledgment (the "Goods") will be of good workmanship and material and will, for a period of twelve (12) months from the date of delivery, meet the specifications set forth on the face of Seller's order acknowledgment. All Goods, however, including those produced to meet an exact specification, shall be subject to Seller's mill tolerances and variations consistent with good mill practice in respect to (a) dimension, weight, straightness, section, composition and mechanical and/or physical properties; (b) normal variations in surface and internal conditions and in quality; (c) deviations from tolerances and variations consistent with practical testing and inspection methods; and (d) regular mill practice on over and under shipment.

3. **DISCLAIMER OF OTHER WARRANTIES** - THE WARRANTY CONTAINED IN PARAGRAPH 2 HEREOF IS IN LIEU OF ALL OTHER WARRANTIES, EXPRESS, IMPLIED AND STATUTORY, AND IS STRICTLY LIMITED TO ITS TERMS. EXCEPT AS EXPRESSLY SET FORTH HEREIN, SELLER MAKES NO WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, ANY IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, WHICH ARE EXPRESSLY DISCLAIMED.

4. **DISCLAIMER OF TORT LIABILITY** - BUYER SPECIFICALLY UNDERSTANDS AND AGREES THAT SELLER SHALL NOT BE LIABLE IN TORT, WHETHER BASED ON NEGLIGENCE, STRICT LIABILITY OR ANY OTHER THEORY OF TORT LIABILITY, FOR ANY ACTION OR FAILURE TO ACT IN RESPECT TO THE DESIGN, MANUFACTURE, PREPARATION FOR SALE OR DELIVERY OF THE GOODS. IT IS THE PARTIES' INTENT AND THE INTENT OF THIS PARAGRAPH TO ABSOLVE AND PROTECT THE SELLER FROM ANY AND ALL TORT LIABILITY.

5. **EXCLUSION OF CONSEQUENTIAL DAMAGES** - BUYER SPECIFICALLY UNDERSTANDS AND AGREES THAT UNDER NO CIRCUMSTANCES WILL SELLER BE LIABLE TO BUYER FOR ECONOMIC, SPECIAL, INCIDENTAL OR CONSEQUENTIAL DAMAGES OR LOSSES OF ANY KIND WHATSOEVER, INCLUDING, BUT NOT LIMITED TO, LOSS OF ANTICIPATED PROFITS, LOSS OF SALES, FINANCIAL LOSS, COST OF CAPITAL, COST INCURRED IN CONNECTION WITH LABOR, DOWNTIME, OVERHEAD, GENERAL ADMINISTRATION, TRANSPORTATION, OR SUPPLY SOURCES. THIS EXCLUSION IS APPLICABLE TO ANY CLAIMS FOR BREACH OF WARRANTY, TORTIOUS CONDUCT OR ANY OTHER CAUSE OF ACTION AGAINST SELLER.

6. **EXCLUSIVE REMEDY** - BUYER'S SOLE AND EXCLUSIVE REMEDY WITH RESPECT TO THE PORTION OF ANY GOODS PROVEN TO HAVE FAILED TO MEET IN ANY MATERIAL RESPECT THE SPECIFICATIONS REFERRED TO IN PARAGRAPH 2 HEREOF SHALL BE LIMITED TO, AT SELLER'S DISCRETION: (a) REPLACEMENT OF THE GOODS AT THE POINT OF SHIPMENT FROM THE SELLER'S FACILITY; (b) REPAIR OF THE GOODS AT A LOCATION TO BE DETERMINED BY THE SELLER; OR (c) REPAYMENT OF OR CREDIT AGAINST THE PURCHASE PRICE OF SUCH GOODS UPON AUTHORIZED RETURN THEREOF. SELLER AND BUYER EXPRESSLY AGREE TO THIS ALLOCATION OF RISK AND THE PRICE STATED FOR THE GOODS IS CONSIDERATION IN LIMITING SELLER'S LIABILITY. If Buyer claims that the Goods do not conform to the warranty set forth in Paragraph 2 hereof, Buyer must permit Seller to inspect the Goods on Buyer's property.

7. **PRICES** - The price of the Goods, as quoted above, is subject to change without notice. The actual sales price shall be Seller's price in effect at the date of delivery. Unless otherwise provided on the face of this acknowledgment, the price quoted above does not include transportation charges and same shall be paid by Buyer upon delivery, in the event that transportation charges are paid by Seller. Buyer will reimburse Seller for the cost thereof, forthwith upon demand. In addition to the sales price, applicable at the time of delivery, Buyer shall pay all excise, privilege, occupational sales, use, personal property and other taxes, and in the event that same are paid by Seller, Buyer will reimburse Seller for the cost thereof, forthwith upon demand.

8. **PAYMENT**

(a). Buyer shall pay the net amount indicated on Seller's invoice within thirty (30) calendar days after the date of the invoice.

(b). Buyer shall pay interest on all late payments at the lesser of the rate of 1.5% per month or the highest rate permissible under applicable law, calculated daily and compounded monthly. Buyer shall reimburse Seller for all costs incurred in collecting any late payments, including, without limitation, attorneys' fees.

(c). In the event Buyer fails to make any payments when due, Seller shall be entitled to (i) terminate totally or partially its obligations under this Agreement and any other agreements with Buyer; and/or (ii) suspend totally or partially deliveries of Goods. For such purposes, Seller will give Buyer written notice of termination and/or suspension, which shall become effective if Buyer does not remedy its default within five (5) business days from receipt of Seller's notice.

9. **OVER SHIPMENT OR UNDER SHIPMENT** - Buyer specifically understands and agrees that over shipment or under shipment within ten percent (10%) of the quantity ordered, or plus or minus one (1) length, whichever is greater, is permissible.

10. **PURCHASE ORDER MODIFICATION/CANCELLATION** - Buyer cannot modify, cancel, or otherwise alter any purchase order after receipt of the purchase order by Seller without Seller's written consent. Upon any such cancellation, Buyer shall pay (as invoiced by Seller), all reasonable charges incurred by Seller in performance thereof prior to the effective date of cancellation.

11. **TITLE, RISK OF LOSS** - Unless expressly specified on the face of Seller's order acknowledgement, all deliveries are F.O.B. Seller's plant. Seller reserves and retains title to Goods supplied hereunder until payment in full of the purchase price therefor is received by Seller.

12. **CLAIMS BY BUYER** - Claims by Buyer with respect to shortage of Goods or for damaged Goods must be made in writing no later than sixty (60)

calendar days following receipt of Goods for visible damage to unwrapped goods or shortage of Goods, and no later than sixty (60) calendar days following the end of the warranty period set forth in Paragraph 2 hereof for all other circumstances, including damage to wrapped Goods, non-visible defects and all nonconformance to ordered specifications. All claims must be in writing, and must specify the reason(s) for the claim. THE FAILURE TO NOTIFY SELLER OF ANY CLAIM WITHIN THE TIME PERIOD SPECIFIED BY THIS PARAGRAPH 12 SHALL CONSTITUTE A WAIVER OF AND BAR SUCH CLAIM. SELLER SHALL INCUR NO LIABILITY FOR SHORTAGE OR DAMAGE ALLEGED TO HAVE OCCURRED OR EXISTED AT OR PRIOR TO DELIVERY TO THE BUYER UNLESS BUYER SHALL HAVE ENTERED FULL DETAILS THEREOF ON CARRIER'S DELIVERY RECEIPT WHICH MUST BE SIGNED BY THE CARRIER'S AGENT. SELLER MUST BE GIVEN AN OPPORTUNITY TO INVESTIGATE THE CLAIM BEFORE BUYER DISPOSES OF THE GOODS. ANY DAMAGED GOODS SHALL NOT BE RETURNED, REPAIRED OR DISCARDED WITHOUT SELLER'S WRITTEN PERMISSION. Buyer agrees that the provisions of the Seller's claims management policy shall govern all claims submitted to the Seller by the Buyer for Goods sold hereunder, unless provided otherwise in Seller's order acknowledgement. No allowance will be made to Buyer for storage, materials or labor involved in the movement of rejected Goods from the plant of Buyer or Buyer's processor or Buyer's storage facility.

13. **FORCE MAJEURE** - Seller shall not be responsible for cancellation or delay in delivery or performance resulting, in whole or in part, from causes beyond its reasonable control, including, but not limited to: Acts of God; intervention of authorities or agencies of government (including but not limited to agencies concerned with the preservation of the environment); embargoes; vandalism; sabotage; strikes, lockouts, or other industrial disturbances; shortages or delay in supply of fuel, power, raw materials or component parts; and the unavailability of means of transportation. Seller shall have the right to apportion its production among its customers as it deems appropriate.

14. **CONFIDENTIALITY** - Any pricing information provided by Seller to Buyer is proprietary to Seller and shall be held in confidence by Buyer, shall only be used by Buyer in connection with this sale, and shall not be used for any other purposes or disclosed to third parties without Seller's prior written consent. Buyer shall be liable for any loss to Seller or commercial gain by others from unauthorized use of confidential information occasioned by Buyer's failure to comply with this Paragraph 14.

15. **ANTI-CORRUPTION LAWS** - Buyer agrees that in connection with its purchase hereunder it shall comply with all applicable anti-corruption laws, including the Foreign Corrupt Practices Act of 1977 (15 U.S.C. Sections 78DD-1, et seq.). Seller may terminate this Agreement if it has a good faith belief that Buyer has violated, intends to violate, or has caused a violation of any anti-corruption laws.

16. **U.S. GOVERNMENT TRADE SANCTIONS** - BUYER AND SELLER ACKNOWLEDGE THAT NO DIRECT OR INDIRECT (THROUGH A THIRD COUNTRY) TRANSACTIONS, INCLUDING THE EXPORTATION OR IMPORTATION OF PRODUCTS, TECHNOLOGIES, OR SERVICES, OR FINANCIAL TRANSFERS WILL TAKE PLACE BETWEEN U.S. PERSONS AND ANY COUNTRY OR NATIONALS, WHEREVER THEY MAY BE, OF CUBA, IRAN, NORTH KOREA, SUDAN, SYRIA OR ANY OTHER COUNTRY OR NATIONAL, ENTITY, OR INDIVIDUAL SANCTIONED BY THE U.S. GOVERNMENT WITHOUT THE APPROPRIATE U.S. GOVERNMENT LICENSE, SUCH AS, BUT NOT LIMITED TO, A SPECIFIC LICENSE FROM THE OFFICE OF FOREIGN ASSETS CONTROL (OFAC), AND WRITTEN PERMISSION FROM BOTH BUYER AND SELLER. BUYER AND SELLER ALSO AGREE THAT IN ADDITION TO COMPLYING WITH OTHER APPLICABLE IMPORT AND EXPORT STATUTES AND REGULATIONS, THEY WILL COMPLY WITH THE U.S. EXPORT ADMINISTRATION REGULATION ANTIBOYCOTT PROVISIONS (15 C.F.R. PART 760), AND THE INTERNAL REVENUE CODE PROVISION (26 U.S.C. 999) PROHIBITING SUPPORT FOR CERTAIN TRADE BOYCOTTS THAT ARE NOT ENDORSED BY THE U.S. GOVERNMENT, INCLUDING THE ARAB LEAGUE BOYCOTT OF ISRAEL, INDIA AND PAKISTAN'S BOYCOTTS OF EACH OTHER'S PRODUCTS, AND OTHER SIMILAR NON-U.S. GOVERNMENT-ENDORSED TRADE EMBARGOES, TO THE EXTENT THE REGULATIONS APPLY TO TRANSACTIONS IN WHICH THEY ARE ENGAGED. FURTHER, BUYER AND SELLER AGREE THAT THEY WILL COMPLY WITH MANDATORY REPORTING REQUIREMENTS PROVIDED IN THAT STATUTE AND IN THOSE REGULATIONS. SELLER MAY TERMINATE THIS AGREEMENT WITHOUT NOTICE AND WITHOUT ANY LIABILITY TO BUYER IF THE BUYER BREACHES THE ABOVE PROVISIONS. BUYER SHALL HOLD THE SELLER HARMLESS FROM ANY CLAIMS SUFFERED BY BUYER OR SELLER AS A RESULT OF ANY VIOLATION OF THE ABOVE PROVISIONS BY BUYER. BUYER WARRANTS THAT IT WILL NOT DIVERT THE GOODS TO DESTINATIONS OTHER THAN THE DESTINATION INDICATED IN THE PURCHASE ORDER AND SHALL INCLUDE THESE TRADE SANCTION PROVISIONS IN ANY SUBSEQUENT CONTRACTS UNDER WHICH THE GOODS ARE RESOLD.

17. **ASSIGNMENT OR DELEGATION** - BUYER SHALL NOT ASSIGN OR DELEGATE ANY OR ALL OF ITS DUTIES OR RIGHTS HEREUNDER WITHOUT THE PRIOR WRITTEN CONSENT OF SELLER.

18. **MISCELLANEOUS** - Seller and Buyer are independent parties and nothing in the terms and conditions herein, accepted purchase order or order acknowledgment shall make either party the agent, partner, joint venturer, or legal representative of the other.

19. **GOVERNING LAW AND EXCLUSIVE VENUE** - This Agreement shall be governed by and construed under laws of the Commonwealth of Pennsylvania. The *United Nations Convention on Contracts for the International Sale of Goods* will not apply to this Agreement. BUYER, ACTING FOR ITSELF AND ITS SUCCESSORS AND ASSIGNS, HEREBY WAIVES ALL RIGHTS TO TRIAL BY JURY IN ANY LITIGATION ARISING FROM OR RELATED TO THIS AGREEMENT. BUYER EXPRESSLY AND IRREVOCABLY CONSENTS TO THE JURISDICTION OF THE STATE AND FEDERAL COURTS LOCATED IN PITTSBURGH, PENNSYLVANIA, AND WAIVES THE RIGHT TO ASSERT THAT ANY ACTION IN ANY SUCH COURT IS IN THE IMPROPER VENUE OR SHOULD BE TRANSFERRED TO A MORE CONVENIENT FORUM.

20. **STATUTE OF LIMITATIONS** - Any suit by Buyer for breach of this Agreement, for any alleged tortious conduct or any claim whatsoever at law in equity must be filed within one (1) year from the date the cause of action accrues or forever be barred.

21. **NO THIRD-PARTY BENEFICIARIES**. This Agreement is for the sole benefit of the parties hereto and their respective successors and permitted assigns and nothing herein, express or implied, is intended to or shall confer upon any other person or entity any legal or equitable right, benefit or remedy of any nature whatsoever under or by reason of these terms.

22. **SEVERABILITY** - If any provision or part of a provision of this Agreement is declared invalid, illegal, or unenforceable under applicable law, the affected provision will be considered omitted or modified to conform to applicable law. The validity, legality, and enforceability of all other remaining provisions or parts of provisions will remain in full force and effect. Upon such determination that any term or other provision is invalid, illegal or incapable of being enforced, the parties hereto shall negotiate in good faith to modify the Agreement so as to effect the original intent of the parties hereto as closely as possible in an acceptable manner, to the end that the transactions contemplated in this Agreement may be fulfilled to the extent possible.

23. **INTEGRATION, MODIFICATION** - The terms and conditions set forth herein shall constitute the complete and final agreement between Seller and Buyer with respect to the sale of the Goods, superseding completely any prior oral or written communications, negotiations and representations, which are merged and superseded by this Agreement. This Agreement can be modified only by a writing signed by the Seller and Buyer.