

**WEST END PRODUCTS, LLC d/B/A CRYSTALTEK
STANDARD TERMS AND CONDITIONS OF BUSINESS**

1. Purchase of Products.

(a) All shipments, services, sales and quotations between West End Products, LLC d/b/a CrystalTek ("Seller") and its customer (the "Customer") are subject to these general terms and conditions of business. They are, therefore, also valid for all future business transactions between Seller and Customer, even in cases where they are not expressly re-agreed upon.

(b) Dissenting or additional terms or conditions of business that may be proposed from time to time by Customer are not binding upon Seller, unless they are expressly confirmed by Seller in writing. The mere acceptance of a purchase order containing such dissenting or additional terms and conditions shall not bind Seller to the same, and Seller expressly rejects all of Customer's general terms and conditions of business which are opposed to or in addition to these general terms and conditions of business.

(c) Agreements, supplements or understandings made by phone or orally, which deviate from these terms and conditions of business are not binding, unless they have been confirmed in writing by the party to be bound.

(d) An order once placed with and accepted by Seller can be canceled or modified by Customer only with Seller's consent and upon terms that will indemnify Seller for all losses incurred by Seller associated with Customer's cancellation or modification including but not limited to the costs already incurred by Seller in performance of its contractual duties and any profits which Seller would have received had the contract been completed. Without limiting the foregoing, any cancellation of an accepted order shall result in the forfeiture of all down payments paid to Seller.

2. Delivery.

(a) Unless expressly agreed upon in writing to the contrary, the terms of delivery are F.O.B. Seller's loading dock. Seller will, at the request of Purchaser and as its agent, make all necessary shipping arrangements and purchase full value insurance for the Items while in transit. Seller will invoice Purchaser and Purchaser agrees to reimburse Seller for all charges incurred on behalf of Purchaser, including insurance, transportation costs and any packaging costs which may result from Purchaser specifying a particular mode of transportation.

(b) Delivery dates are approximate only but Seller will use commercially reasonable efforts to make the Products available for pick-up by or delivery to Customer within a reasonable time after Seller's acceptance of an order from Customer or on the date specifically agreed upon between the parties as contained in an accepted order. In the event of orders having to be shipped on call, such shipments shall be spread over the agreed delivery period as evenly as possible, provided no written agreements to the contrary were made, and Customer shall give Seller reasonable written notice of desired shipment dates. Quantities left in Seller's stock after expiry of the agreed delivery period can be canceled by Seller without prejudice to damages. The invoicing of Products, not called by the time of expiry of the delivery period, will be made at the end of the delivery period. Seller is entitled to store such Products elsewhere at the Customer's risk and expense.

(c) Customer bears the risk of loss or destruction of the Products upon and after the first to occur of (i) their pick-up by or delivery to Customer or its common carrier at Seller's place of business, or (ii) the tenth day after written notification from Seller that the Products are ready for pick-up at Seller's place of business.

(d) Unless otherwise expressly provided in this purchase order, if Customer or its common carrier does not pick up or accept the Products within ten (10) days after written notification from Seller that the Products are ready for pick-up or if Seller is required to store the Products due to any delay caused by Customer, Customer shall reimburse Seller for reasonable storage charges.

(e) Seller reserves the right to make the Products available for pick-up and delivery in installments, unless otherwise expressly stipulated to the contrary in a written document signed by Seller. Delay in delivery of any installment shall not relieve Customer of its obligation to accept remaining deliveries.

3. Force Majeure. In no event shall Seller be liable for any delays or failure to perform hereunder, when such delay or failure is, directly or indirectly, caused by, or in any manner arises from any circumstances beyond its reasonable control, including, without limitation, the following: any act of nature or the public enemy, accident, explosion, fire, earthquake, drought, perils of the sea, the elements, casualty, strike, lock-outs, labor trouble, riot, sabotage, embargo, war (whether or not declared and wheresoever situated), governmental actions or seizure, or the inability to obtain raw materials, equipment, or the Products themselves without litigation and at usual prices or from customary sources, as well as when any of such circumstances affect Seller's suppliers or their subcontractors. Such circumstances entitle Seller to postpone the delivery by the period of their duration plus a reasonable starting up time or to cancel any order or part thereof not yet fulfilled and/or to allocate available Product in such manner as Seller may deem necessary or desirable in its sole discretion. In the case of a restriction lasting longer than six months, the Customer is entitled to cancel that portion of any order not yet filled. Such right of cancellation shall be the Customer's exclusive remedy.

4. Limited Warranty; Disclaimer.

(a) Seller warrants, to Customer only, that (i) the Products shall conform to the description set forth on their label and to the specifications, if any, attached hereto; (ii) the Products shall be adequately contained, packaged or labeled and shall conform to the affirmations of fact stated thereon; and (iii) Seller shall convey good title to Customer and the Products shall be delivered free from any lawful lien or encumbrance other than as provided in Section 14 below. The warranties by Seller hereunder shall be for a period of twelve (12) months from the date of delivery of the Products in accordance with the terms provided herein.

(b) THE WARRANTIES PROVIDED IN SECTION 4(a) ABOVE ARE EXCLUSIVE AND IN LIEU OF ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, WHETHER PERTAINING TO THE PRODUCTS OR THE PACKAGING CONTAINING THE SAME AND WHETHER ARISING BY LAW, CUSTOM, CONDUCT, USAGE OR TRADE, AND THE RIGHTS AND REMEDIES PROVIDED IN SECTION 4(c) HEREOF ARE EXCLUSIVE AND IN LIEU OF ALL OTHER RIGHTS AND REMEDIES. IN NO EVENT SHALL SELLER BE LIABLE FOR SPECIAL, INDIRECT, INCIDENTAL OR CONSEQUENTIAL DAMAGES, NOR SHALL ANY WARRANTY BE CONSTRUED AS A CONDITION.

(c) All claims under this warranty must be made in writing within five (5) working days after the alleged defect is discovered or would have been discovered upon reasonable inspection but in no event later than the expiration of the warranty period set forth in Section 4(a). Failure to so inform Seller, or the use or processing of the Products (except for reasonable test and inspection quantities), shall be deemed an irrevocable acceptance of the Products and a waiver of any claim that the Products are defective or short in any respect. All warranty claims are subject to Seller's reasonable determination that the Products did not meet the warranties granted hereunder, and Seller's sole obligation with respect to valid warranty claims shall be to replace the non-conforming Products with conforming Products, or to cancel the order and return to Customer the purchase price paid for the nonconforming Products, at Seller's election. Customer shall return to Seller all non-conforming goods at Seller's option and Seller's cost of the reasonable return freight.

5. Product Suitability. Determination of the suitability of the Products for the uses and applications contemplated by Customer and others shall be the full responsibility of Customer. Customer assumes all risks and liabilities for results obtained by the use of the Products, whether used alone or in combination with other material, except those relating solely to the use of Products not conforming to the contract and specifications, which nonconformity is not known to Customer and is not discoverable by Customer, by testing or otherwise, prior to the use thereof by Customer or others. Any suggestions or recommendations made by Seller concerning uses or applications of the Product are believed to be reliable, but Seller makes no warranty or guaranty, of results to be obtained since the conditions of the use and application by Customer and others are beyond Seller's control.

6. Weights. Seller's weights and measurements shall govern unless proven to be in error.
7. Containers. If shipment requires use of returnable containers or tote bins, title to such containers or tote bins shall remain in Seller and a deposit in an amount required by Seller shall be made at the time the shipment is ordered. Such containers and tote bins shall be returned in good condition within sixty (60) days from the date of shipment, freight charges collect. Upon such return Seller shall refund the deposit.
8. Delivery Equipment. Customer shall make reasonable efforts to unload and return delivery equipment furnished by Seller to the carrier within forty-eight (48) hours after arrival. Any demurrage or detention charges on such equipment shall be paid by Customer.
9. Product Characteristics. Customer shall familiarize itself with the characteristics of the Products, and shall comply with all laws, regulations, and standards applicable to the possession, handling, processing or use of the Products by Customer.
10. Indemnity. Customer shall defend, indemnify and hold Seller harmless from and against all claims, liabilities, costs and expenses (including, but not limited to, those related to injury or death of Customer's employees) arising from or connected with the possession, handling, processing or use of the Products by Customer or others, except those resulting solely from the use of Products not conforming to the contracted specifications, which nonconformity was not known to Customer and was not discoverable by Customer, by testing or otherwise, prior to the use thereof by Customer or others. Seller may participate in the defense of any such claim for the further protection of its own interests.
11. Prices. All prices quoted by Seller are in U.S. funds and shall be on a net basis F.O.B. Seller's loading dock. All prices quoted by Seller are subject to adjustment due to Customer's change orders, if any. Unless otherwise expressly agreed upon in writing, the price quoted in any price list, catalog or brochure of Seller excludes the cost of packaging and the cost of special containers, packaging, crating, palletizing, applicable taxes and duties, shipping, insurance or other incidental expenditures of Seller all of which shall be invoiced to and paid by Customer.
12. Payment. Net payment of all invoices shall be due within thirty (30) days of the date of invoice. Any payment owed by Customer which is not received by Seller by such due date shall accrue interest at the lower of eighteen percent (18%) per annum or the highest rate of interest allowed by law. Seller reserves the right to change the credit terms offered to Customer at any time, when in Seller's opinion, Customer's financial condition or previous payment record so warrants. Customer shall not withhold or reduce payments on account of complaints, claims, counterclaims not acknowledged and accepted by Seller. Time shall be of the essence with respect to all of Customer's payment obligations hereunder.
13. Default. Customer shall be in default (hereinafter "Default") under this Agreement if Customer: fails to make payment hereunder to Seller when due; or breaches any other term, provision or condition contained in this Agreement; or is declared to be in default under any other agreement between Customer and Seller. Upon the occurrence of a Default, Seller may elect to exercise any one or more of the following options: (i) Seller may hold the Products until such time as Customer has paid the respective purchase price and any expenses (including interest determined at the rate provided in Section 12 above) incurred by Seller as a consequence of such default; (ii) Seller may sell the Products to a third party and require Customer to reimburse Seller for any losses and/or expenses associated therewith; (iii) Seller may require payment in cash prior to delivery of any Products hereunder; (iv) Seller may terminate this Agreement; and (v) Seller may exercise all other rights hereunder and may seek all other remedies available to it in law or in equity. Customer agrees that, in the event any legal action should be deemed necessary by Seller to recover any sums due hereunder or under any promissory note, trade acceptance, or invoice, or, if applicable, to recover possession of the Products, as defined hereinabove, or any proceeds from the sales thereof, there shall be added to the sums due from Customer to Seller the costs of collection, including reasonable attorney's fees.
14. Security Agreement. As security for the full and prompt payment of all amounts now or hereafter owing by Customer to Seller, Customer grants to Seller a present and continuing first priority, purchase money security interest in all Products purchased by Customer from Seller. Customer agrees and undertakes to perfect, complete

and consummate such security interest for the benefit of Seller in accordance with the relevant local laws. Customer irrevocably authorizes, names, appoints and directs Seller as its true and lawful attorney-in-fact to sign, execute and file any and all UCC financing statements, continuation statements and any other documentation as Seller deems to be reasonably necessary to effect, protect and continue Seller's security interest in the Products.

15. Patents, Copyrights and Rights to Technical Data. All rights to technical data, patents and copyrights associated with the Products sold by Seller shall remain vested with Seller.

16. Confidential Disclosure. Customer shall keep confidential the terms of this Agreement, including the any prices for Products hereunder, and all designs, processes, drawings, specifications, reports, data and other technical and proprietary information furnished or disclosed to Customer by Seller.

17. Arbitration. The parties agree, consent, and waive contest to the exclusive jurisdiction and venue of the state courts sitting in Fulton County, Georgia of the United States District Court for the Northern District of Georgia for all disputes arising out of or relating to these Terms and Conditions. Seller may, however, at Seller's option, bring any action to collect monies owed under any Product invoice in any court having jurisdiction over Customer.

18. Miscellaneous.

(a) Customer may not assign this Agreement without the express prior written consent of Seller.

(b) Except as otherwise expressly provided in a written document signed by Seller and Customer, this document and attachments and exhibits thereto constitute the entire agreement between Seller and Customer with respect to the subject matter herein contained and supersede all prior agreements and communications between Seller and Customer, whether oral or written.

(c) No modification, limitation, waiver or discharge of this Agreement or of any of its terms or conditions shall bind Seller unless in writing and signed by a duly authorized employee of Seller. The failure of Seller to insist, in one or more instances, on performance by Customer in strict compliance with the terms and conditions hereof shall not be deemed a waiver or relinquishment of any right granted hereunder with respect to any succeeding breach of the same or other provision hereof.

(d) All notices required hereunder shall be in writing and sent by first class mail or by telefax or written confirmation to such addresses as stated on the reverse side hereof.

(e) This Agreement shall be governed by, and construed, interpreted and enforced under the laws of the State of Georgia without giving effect to its conflict of laws principles. The parties agree that United Nations Convention on Contracts for the International Sale of Goods does not apply.

(f) In case any terms or conditions contained herein should be or become unenforceable under applicable law, the remaining terms, stipulations and conditions herein shall not be affected thereby.