

Liberty Painted Products LLC

Terms and Conditions of Sale

1. Definitions. The term "Seller" means Liberty Painted Products LLC. The term "Buyer" means the individual, corporation, or other legal entity that has submitted an Order to Seller. The term "Order" means Buyer's expressed desire, whether oral or written, to procure Goods from Seller. The term "Goods" means all of the products, materials and related services that Buyer desires to purchase from Seller. The sale of the Goods that are the subject of this Order will be governed by these terms and conditions of sale ("Terms and Conditions"). If Buyer and Seller are party to a supply agreement that references these Terms and Conditions, then these Terms and Conditions are incorporated into and made a part of such agreement. "Agreement" means (i) the supply agreement (if any) existing between Buyer and Seller that references these Terms and Conditions, (ii) these Terms and Conditions, and (iii) each Purchase Order accepted by Seller.
2. Acceptance. All Orders are subject to acceptance by Seller. Acceptance is conditioned on Buyer's agreement to all of the Terms and Conditions. The Terms and Conditions contain the sole terms and conditions that will govern the Order. Seller objects to any terms and conditions which differ from, or are additional to, those stated in the Terms and Conditions. After acceptance of an Order by Seller, the Order and the Terms and Conditions may only be modified by a writing signed by Seller. Any quotation issued by Seller is for informational purposes only, does not constitute an offer and expires thirty (30) days after its date of issue unless such date is extended in writing by Seller.
3. Prices and Payment. Buyer will make payment pursuant to Seller's invoices at the prices and charges set forth therein, subject to any applicable agreement by the parties. Prices are subject to change without notice any time prior to Seller's acceptance of Buyer's Order. All prices and payments are in U.S. dollars. The prices and charges stated do not include the cost of freight, insurance or state or federal excise, sales or use taxes, if any. All such charges and taxes which are applicable to the sale of the Goods are in addition to stated prices and will be paid by Buyer. Unless otherwise agreed to in writing by Seller, payment terms are net thirty (30) days from the date of invoice. Seller retains all rights at law pertaining to the collection of unpaid amounts owed by Buyer under the Terms and Conditions, and Buyer will reimburse Seller for all costs associated with such collection activities, including reasonable attorney's fees, and Seller reserves the right to charge interest on late payments. Whenever reasonable grounds for insecurity exist with respect to due payment by Buyer, Seller may demand different terms of payment and may demand assurance of due payment. Seller may, upon the making of such demand, stop production and suspend shipment hereunder. If, within the period stated in such demand, Buyer fails or refuses to agree to such different terms of payment, or fails or refuses to give adequate assurance of due payment, Seller may, at its option, treat such failure or refusal as a repudiation of the portion of the Order which has not been fully performed, or may resume production and may make shipment under reservation of possession or of a security interest and may demand payment against tender of documents of title.
4. Delivery; Title; Risk of Loss. Unless otherwise specifically agreed in writing by Seller, all Goods are sold FOB Seller's facility (Incoterms 2010). The cost of transportation and risk of loss of the Goods shall be borne by Buyer. Title to the Goods will pass to Buyer when the Goods are picked up by Buyer at Seller's facility or when the Goods are delivered to the carrier at Seller's facility, whether the carrier is selected by Seller or Buyer.
5. Delivery Dates; Delays. All delivery and shipping dates are estimates only. Seller expressly reserves the right to deliver the Goods at any time prior to the estimated delivery or shipping date. Seller will use

commercially reasonable efforts to fill the Order in accordance with the estimated delivery or shipping date, but Seller will not be responsible for any delays in filling the Order nor liable for any losses or damages resulting from such delays. If delivery is delayed at Buyer's request, the Goods shall be deemed to have been delivered to Buyer for the purposes of determining the final price for the Goods and the payment date.

6. Cancellation; Modification. Buyer may cancel or modify an Order after acceptance by Seller, in whole or in part, with Seller's express written consent. Seller may require, as a condition to such consent, payment by Buyer to Seller of an amount specified by Seller to compensate Seller for costs incurred and lost profits relating to the Order. If Buyer cancels an Order without Seller's express written consent, Buyer shall pay all costs incurred by Seller and compensate Seller for any lost profits it may suffer in the event Seller is unable to resell the Goods to a third party at the original contract price. Customized material procured by Seller to fill Buyer's Order will be sent to Buyer upon payment of cancellation charges.

7. Force Majeure. Seller will not be liable for delays in filling the Order or failure in the performance of any of its obligations under the Order caused by accidents, labor disputes or disruptions, strikes, shortages of labor, materials, fuel or power, fires, floods or other acts of God, acts of terrorism or war, acts or omissions of Buyer, delays in transportation or lack of transportation facilities, priorities required, requested or granted for the benefit of the U.S. Government, restrictions imposed by law or any rules or regulations thereunder, or any cause, whether similar to or dissimilar from those set forth above, beyond Seller's reasonable control.

8. Inspection, Acceptance or Rejection. Buyer will make adequate inspection of the Goods promptly after their receipt, and in any event within ninety-six (96) hours after delivery at Buyer's facility, and will give Seller prompt written notice of any non-conformity or defect within such ninety-six (96) hour time period. Buyer shall hold such non-conforming or defective Goods pending Seller's inspection. Buyer's failure to comply with this Section 8 will constitute a waiver of such non-conformity or defect.

9. Warranty. Seller warrants that the Goods sold to Buyer, at the time of shipment, will meet specifications and be free from defects in material and workmanship. Such warranty is limited to three (3) months from the date of shipment of the Goods to Buyer. Buyer must make a claim for breach of warranty under this Section 9 prior to expiration of the three (3) month warranty period, notwithstanding any longer statute of limitations. Seller will have no liability whatsoever in respect of any defect arising from (i) Buyer's specifications, (ii) ordinary wear and tear, (iii) willful damage by Buyer or its customers, (iv) negligence on the part of Buyer or its customers, (v) abnormal working conditions at Buyer's or any of its customer's facilities, (vi) Buyer's or any of its customer's failure to follow Seller's instructions (whether oral or in writing), or (vii) Buyer's or any of its customer's misuse or alteration or repair of Goods sold hereunder without Seller's prior written approval. Seller's sole obligation and liability in the event of breach of warranty and Buyer's sole remedy, as determined by Seller, will be Seller's repayment of the amount paid for any non-conforming Goods, or repair or replacement of non-conforming Goods free of charge at Buyer's delivery point. Such repair, replacement or repayment will be made only upon return of the non-conforming Goods, which may be returned at Seller's cost only after inspection by Seller (which may be by Buyer returning a sample to Seller at Seller's request) and Buyer's receipt from Seller of definite shipping instructions. SELLER MAKES NO WARRANTY THAT THE GOODS WILL BE MERCHANTABILITY OR FIT FOR ANY PARTICULAR PURPOSE. SELLER MAKES NO WARRANTY, EXPRESS OR IMPLIED, EXCEPT SUCH AS IS EXPRESSLY SET FORTH HEREIN.

10. Limitation of Liability. IN NO EVENT WILL SELLER BE LIABLE FOR ANY INCIDENTAL, CONSEQUENTIAL, INDIRECT, SPECIAL, CONTINGENT OR PUNITIVE DAMAGES (INCLUDING WITHOUT LIMITATION LOST PROFITS) ARISING OUT OF OR RELATING TO: (I) ANY BREACH OF CONTRACT OR WARRANTY, TORT (INCLUDING NEGLIGENCE OR STRICT LIABILITY), OR OTHER THEORIES OF LAW WITH RESPECT TO THE GOODS SOLD OR

SERVICES RENDERED, OR UNDERTAKINGS, ACTS OR OMISSIONS RELATING THERETO; (II) THE TENDER OF DEFECTIVE OR NON-CONFORMING GOODS; OR (III) ANY CLAIM OF ANY KIND ARISING OUT OF OR RELATING TO ANY ORDER OR SELLER'S PERFORMANCE IN CONNECTION THEREWITH. IN ANY EVENT, THE SELLER'S LIABILITY WILL NOT EXCEED THE PURCHASE PRICE OF THE GOODS ON WHICH SUCH LIABILITY IS BASED. BUYER ASSUMES ALL LIABILITY FOR ANY LOSS, DAMAGE OR INJURY TO PERSONS OR PROPERTY ARISING OUT OF, CONNECTED WITH OR RESULTING FROM THE USE OF SELLER'S GOODS, EITHER ALONE OR IN COMBINATION WITH OTHER PRODUCTS.

11. Indemnification. Buyer will release, hold harmless, indemnify, and defend Seller from any liabilities (including without limitation liability for negligence or strict liability), claims, losses, suits and costs caused by, arising out of or relating to the use of Goods supplied by Seller. Notwithstanding the foregoing, Buyer shall immediately report to Seller any claims, demands or complaints received by Buyer in regard to Goods sold hereunder.

12. Confidentiality; Intellectual Property. Unless otherwise agreed to in writing by Seller, Seller will not be bound by any obligations of confidentiality or non-disclosure. No right, title, or interest in and to any development, invention, or work of authorship, conceived or developed by Seller during the course of performance hereunder, is conveyed to Buyer. Seller does not grant to Buyer, and nothing contained herein will obligate or be construed to obligate Seller to grant to Buyer, any license under any patents or other intellectual property owned by Seller.

13. Legal and Trade Compliance. Goods, services and information supplied under the Order are subject to Buyer's compliance with all laws, including the U.S. Foreign Corrupt Practices Act and all other applicable anti-corruption laws and regulations and U.S. import and export laws and regulations and may be subject to EU and other applicable countries' anti-corruption and export/import rules and regulations as well. Buyer agrees to comply with applicable import and export regulations whether administered by the Office of Defense Trade Controls, the U.S. Department of State, the Bureau of Export Administration, the U.S. Department of Commerce, the Office of Foreign Asset Control (OFAC) or any other agency of the U.S. Government which provide inter alia that the equipment shall not be re-sold, diverted, re-exported or disposed of in other than the country of ultimate destination without the prior approval of the U.S. Department of State or Commerce or other Agency of the U.S. Government, whichever is applicable. Buyer agrees to provide Seller any documentation Seller reasonably requests to comply with the regulations. For shipments within the U.S., it is the responsibility of Buyer or other exporter to comply with all U.S. export control laws and regulations. Should Buyer's actions, or the actions of its owners, directors, officers, employees, representatives, consultants, or agents, result in the assessment of any fine, penalty or disgorgement of profits against Seller for violation of any applicable laws, Buyer hereby agrees to indemnify Seller therefor.

14. Government Contracts. If Goods are for incorporation into a product for the U.S. Government or another government, FAR, DFAR, and other regulatory clauses shall only apply if such provisions are accepted by Seller in writing. In the event of a conflict between any such clauses and these Terms and Conditions, these Terms and Conditions shall take precedence.

15. Miscellaneous. This Agreement may be performed, and all rights hereunder may be enforced against Buyer, by Seller or any subsidiary, parent or affiliate of Seller. This Agreement may not be assigned by Buyer without the prior written consent of Seller. No provision hereof and no breach of any provision will be deemed waived by reason of any previous waiver of such provision or of any breach thereof. These Terms and Conditions may be modified only by a writing signed by the parties. The invalidity, in whole or in part, of any provision of this Agreement will not affect the remainder of such provision or any other provision. If any

provision or application of any provision of this Agreement is invalid or unenforceable, then a suitable and equitable provision will be substituted for such provision in order to carry out, so far as may be valid and enforceable, the intent and purpose of this Agreement including the invalid or unenforceable provision. This Agreement will be governed by, and interpreted in accordance with, the laws of the State of Ohio, excluding those relating to choice or conflicts of law and excluding the United Nations Convention on Contracts for the International Sale of Goods. The provisions entitled or regarding Warranty; Limitation of Liability; Confidentiality and Intellectual Property; Legal and Trade Compliance and any other clause or section providing for limitation of or protection against liability of Seller will survive any termination, cancellation, or expiration of this Agreement and/or any Order. This Agreement and any of Seller's attachments hereto are made a part hereof, constitute the entire understanding between the parties and supersede any previous oral or written understandings with respect to the subject matter hereof.