

SEVES USA INC.
PPC Insulators Division – North America
Purchase Order Terms & Conditions

Governing Terms & Conditions

This Purchase Order (“Order”) constitutes the offer of Seves USA Inc. USA, Inc. (“Seves USA Inc.”) to purchase goods and/or services (“Goods”) from the seller or supplier to which this

Order is issued (“Seller”) on the terms set forth in this Order, including these Terms & Conditions (“T&Cs”). This offer expressly limits acceptance to the terms of this Order. Notification of objection is hereby given to any term prior to or in any response to this offer that does not match the terms of this Order. Seller accepts this Order, including these T&Cs, by sending Seller’s order acknowledgment, commencing performance, invoicing for, or shipping any Goods called for by this Order. This Order does not constitute an acceptance by Seves USA Inc. of any Seller’s offer, quotation, or proposal that differs from or adds to the terms of this Order.

Entire Agreement

Seller represents and warrants that it has read, understands and agrees to these T&Cs, and that this Order and Seller’s acceptance limited to the terms thereof constitutes and sets forth the complete and exclusive agreement between the parties (“Agreement”), and supersedes any Seller offer, proposal, acknowledgment, invoice or agreement, whether oral or written or pictorial, and any other communications. No waiver or modification shall be effective unless signed by an authorized officer of Seves USA Inc.. This Order may not be modified or supplemented by oral representations, Seller’s price quote, course of dealing, industry custom, or other manner.

Price

All prices specified herein are firm and shall not be subject to change, except as otherwise expressly provided in these T&Cs. Seller’s total price shall be deemed to include all federal, state, and local sales, use, excise, value added, privilege, payroll, or occupational taxes and any other taxes, fees, or duties applicable to the goods furnished to Seves USA Inc.. No extra charges of any kind will be allowed unless specifically agreed to in writing by Seves USA Inc.. Seves USA Inc. shall be entitled at all times to set-off any amount owing at any time from Seller to Seves USA Inc. or any of its affiliated companies against any amount payable at any time by Seves USA Inc. in connection with this or any other order between Seves USA Inc. and Seller.

Title and risk of loss

Seller agrees to deliver to Seves USA Inc. unencumbered title to the Goods, free and clear of all liens, claims, and encumbrances. Title and risk of loss to the Goods shall pass to Seves USA Inc. upon receipt by Seves USA Inc. at its warehouse, unless otherwise agreed by it in writing. Seller hereby waives and relinquishes all liens and claims, statutory or otherwise, which it now has or may hereafter have as a result of labor done and materials furnished in performance of the Order.

Delivery

Time is of the essence for this Order. Seller shall immediately notify Seves USA Inc. in writing of any anticipated or actual delay in delivery or other material failure to comply with this Order. Seves USA Inc., in its discretion, may elect to extend the delivery date and/or waive other deficiencies in Seller’s performance, in which case Seves USA Inc. shall be entitled to an equitable reduction in the Order pricing. Alternatively, Seves USA Inc. may cancel this Order in whole or in part without any liability. If deliveries are not timely made, Seves USA Inc. may purchase the Goods elsewhere and Seller shall be responsible for all consequential costs and damages. Seller shall not deliver any Goods before the scheduled delivery date or otherwise than in accordance with this Order without Seves USA Inc.’ prior written consent. If Seller does not comply with Seves USA Inc.’ delivery schedule and Seves USA Inc. does not cancel the Order, Seller must provide delivery by the fastest available method at its sole expense.

Unless otherwise stated on the face of this Order, delivery of Goods shall be F.O.B, Seves USA Inc.’ facility in Spring, Texas. Seller shall be responsible for all transportation charges, which will be billed to it by the carrier. Any unauthorized shipment which results in excess transportation charges must be fully prepaid by Seller.

Right to Reject

Seves USA Inc. shall have the right to inspect and test the Goods at any reasonable time prior to or after delivery. The Goods shall not be deemed accepted until after Seves USA Inc.’ inspection after delivery. The making of or failure to make any inspection, making payment, or accepting any Goods delivered shall in no way impair Seves USA Inc.’ right to reject or revoke its acceptance of nonconforming Goods or to seek any other remedies to which Seves USA Inc. may be entitled. If any

Goods are found at any time to be defective, or otherwise not in conformity with any requirements of the Order, including but not limited to applicable drawings and specifications, Seves USA Inc. may at its option and in its sole discretion (i) reject and return such Goods at Seller's expense; (ii) take such action as may be required to cure all defects and bring the Goods into conformity with all requirements, in which event all costs and expenses incurred by Seves USA Inc. including material and handling charges

shall be borne by Seller; or (iii) require Seller to re-perform at its own expense, any defective portion of the services performed, and replace nonconforming Goods with Goods that conform to this Order.

Right to Suspend

Seves USA Inc. may, at any time by written notice to Seller, suspend performance of work required to complete this Order.

Notice of suspension shall specify the date of suspension and its estimated duration. Upon receiving any such notice, Seller shall promptly suspend further performance of the work to the extent specified. During the suspension period, Seller shall properly care for and protect all work in progress and any materials, supplies, tools and equipment Seller has on hand for performance of the work. Upon the request of Seves USA Inc., Seller shall promptly deliver to Seves USA Inc. copies of any outstanding purchase orders and subcontracts of Seller for materials, equipment, and service for the work, and shall take action relative to such purchase orders and subcontracts as may be directed by Seves USA Inc.. Seves USA Inc. may at any time withdraw the suspension of performance of the work as to all or part of the suspended work by written notice to Seller specifying the effective date and scope of withdrawal, and Seller shall resume diligent performance of the work upon the effective date of withdrawal of suspension.

Right to terminate order

Seves USA Inc. may terminate all or any part of this Order at any time by written notice to Seller. Upon termination (other than due to Seller's insolvency or fault including failure to comply with this Order), Seves USA Inc. and Seller shall negotiate

reasonable termination costs which will be identified by Seller within thirty (30) days of the termination notice. Seller shall continue performance of this Order to the extent not terminated and shall be liable to Seves USA Inc. for any excess costs for such similar goods, supplies, or services.

Order changes

Seves USA Inc. may change its Order, including changing the method of shipment or packing, place and time of delivery,

or the quantity or quality or types of Goods ordered, upon reasonable written notice, and Seller agrees to comply with the Order as so changed. If such change would reasonably increase or decrease the cost of the Goods or the time required for Seller's performance (including delivery), Seller shall notify Seves USA Inc. in writing immediately, and in no

event more than ten (10) days after receipt of Seves USA Inc.' notice. If Seves USA Inc. in its discretion determines to proceed with its change, it shall equitably adjust the Order in writing by issuing a revised or amended Order reflecting such adjustment, and the Agreement shall be deemed to reflect such amendment.

Termination of agreement for breach

Seller shall do nothing to impair Seves USA Inc.' expectation of receiving Seller's performance under the Agreement. Seves USA Inc. may, by written notice of default to Seller, terminate this Agreement if Seller fails to provide adequate assurance of performance, or fails to comply with any Order.

Termination of the Agreement shall become effective automatically without further notice if Seller does not cure such failure within a period of ten (10) days after receipt of such notice from Seves USA Inc.. Upon termination, Seves USA Inc. may procure goods, supplies, or services similar to those terminated, by such terms as Seves USA Inc. shall deem appropriate. These T&Cs shall survive any termination of the Agreement.

Representations and warranties

Seller warrants and represents to Seves USA Inc. that all Goods provided pursuant to this Order shall: (i) be new, unused, and of good quality; (ii) be fit for the particular purpose for which they are intended; (iii) be free from any liens, claims,

or encumbrances; (iv) have full title therein rightfully conveyed to Seves USA Inc.; (v) be free of any rightful claim of infringement, misappropriation, invasion of privacy, or the like, as shall Seves USA Inc.' use, distribution, or sale of such Goods; (vi) be free from defects in design, workmanship, or materials; (vii) strictly conform to all requirements of this Order and all specifications, samples, drawings, designs and other requirements (including performance specifications) approved or adopted by Seves USA Inc.; (viii) to the extent any Goods shall include or use any software, be free of any malicious code, back doors and time and other locks; and (ix) comply

with all applicable laws, rules, regulations, statutes, acts and other governmental and agency requirements. Seller further warrants and represents that all services will be performed by competent personnel in a prompt, professional and workmanlike manner. Seller shall, at its own expense but at Seves USA Inc.' option, promptly repair or replace any Goods which shall be found by Seves USA Inc. to be defective, non-conforming or otherwise not in accordance with any warranty. All of Seller's warranties are intended to benefit Seves USA Inc. and its affiliates and its and their customers, and shall survive any inspection or opportunity to inspect, delivery, acceptance, or payment by Seves USA Inc. or its affiliates, or any of its or any of their customers. Any attempt by Seller to limit, disclaim, or restrict any warranties or remedies of Seves USA Inc., by acknowledgment, operation of law or otherwise, without the prior written consent of Seves USA Inc. shall be null and void.

Self-help remedy

If Seller fails to deliver replacement Goods within ten (10) days of receipt of Seves USA Inc.' warranty claim, Seves USA Inc. may, but shall not be obligated to, obtain replacement Goods from one (1) or more third party(ies), in which case Seller shall be liable for all costs and expenses reasonably incurred in connection therewith plus a fifteen percent (15%) administrative charge.

Limitations of liability

NOTWITHSTANDING ANYTHING TO THE CONTRARY, EXCEPT FOR BODILY INJURY OF A PERSON, NEITHER SEVES USA INC., NOR ITS SUPPLIERS, AFFILIATES, SHAREHOLDERS, DIRECTORS, OFFICERS, REPRESENTATIVES, OR EMPLOYEES SHALL BE RESPONSIBLE OR LIABLE, WHETHER IN CONTRACT, REPRESENTATION, TORT (INCLUDING NEGLIGENCE OR BREACH OF STATUTORY DUTY), STRICT LIABILITY, INDEMNITY OR OTHERWISE, FOR: (A) ANY INDIRECT, EXEMPLARY, INCIDENTAL, SPECIAL, CONSEQUENTIAL OR PUNITIVE DAMAGE, LOSS, COST OR EXPENSE, OR (B) ANY MATTER BEYOND SEVES USA INC.' REASONABLE CONTROL, WHETHER OR NOT IT HAS BEEN ADVISED OF SUCH POSSIBILITY.

Indemnification

Seller shall defend, indemnify and hold harmless Seves USA Inc. and its affiliates, and its and their customers, and its and their respective directors, officers, employees, agents, assigns, and successors from and against any and all liabilities, judgments, claims, settlements, losses, damages, penalties, obligations and expenses (including without limitation attorneys' and experts' fees and

expenses) incurred or suffered by it or any such indemnified person arising out of: (i) any breach of any of Seller's representations or warranties, (ii) any other breach by Seller of this Agreement, or (iii) the importation, sale, or use of any Goods. At its option, Seves USA Inc. may require Seller to deliver noninfringing goods, modify the Goods so as to be non-infringing, procure for Seves USA Inc. the right to continue using the Goods, or refund the purchase price thereof upon the return by Seves USA Inc. of the infringing Goods. This indemnification shall survive delivery of the Goods to Seves USA Inc. and any subsequent transfers to any third party.

Insurance

Seller shall have commercial general liability insurance with limits of no less than \$2,000,000 per occurrence for bodily injury and property damage arising out of the Agreement, including products and completed operations coverage. Such insurance shall be primary to, and non-contributory with, any insurance or selfinsurance maintained by Seves USA Inc., its affiliates or customers. Such insurance shall not in any way diminish Seller's responsibility or limit its liability under the Agreement, nor shall anything herein limit Seves USA Inc.' rights or remedies.]

Confidential Information

Seller shall make all reasonable precautions to protect as confidential the confidential and proprietary information of Seves USA Inc. and its customers, including but not limited to its and their respective ideas, technology, data, specifications, tests, and trade secrets, and the commercial terms of this Order (collectively, "Confidential Information"), and shall not disclose or use Confidential Information other than strictly as needed to perform Seller's obligations under this Agreement, or where reasonably required in order to comply with applicable law or court order. Confidential

Information shall not include information that is generally available to the public, or is proven through documentary evidence to Seves USA Inc.' satisfaction as having been known to Seller prior to its disclosure by Seves USA Inc. to Seller. As between the parties, Seves USA Inc. shall retain all rights, title and interests in and to all Confidential Information.

Seves USA Inc. USA Inc. property

All equipment, components, tools, materials, drawings and documents (in any media), samples, prototypes, goods, and other property furnished or paid for by Seves USA Inc. used in the production of the Goods or otherwise in connection with the Order shall, as between the parties, be and remain at all times Seves USA Inc.' property. Such property and, whenever practical each individual item

thereof, shall be plainly marked or otherwise adequately identified by Seller as the property of Seves USA Inc. and shall be safely stored separate and apart from Seller's property. Such property, while in Seller's custody or control, shall be held at Seller's risk and kept insured by Seller at its own expense in an amount equal to replacement cost, with loss payable to Seves USA Inc.. Such property shall be subject to removal at Seves USA Inc.' written request, in which event Seller shall prepare such property for shipment and shall redeliver to Seves USA Inc. in the same condition as originally received by Seller, reasonable wear and tear excepted, all at Seller's expense.

Attorney's fees

If any legal action is necessary to enforce the Agreement, Seves USA Inc. shall be entitled to its reasonable attorneys' and experts' fees, costs, and expenses in addition to any other relief to which it may be entitled.

Governing law and venue

The Agreement shall be governed and construed in accordance with the laws of the State of Texas without regard to its choice of law principles or the United Nations Convention on Contracts for the International Sale of Goods. [Subject to Section below Progressive Dispute Resolution] exclusive jurisdiction for any actions, arbitrations, or other proceedings arising out of or related to the subject matter of this Agreement or any Goods shall be the appropriate state and U.S. federal courts in Harris County, Texas.

Progressive dispute resolution

Any dispute between the parties arising out of or related to this Agreement ("Dispute") shall be resolved as follows.

A. Negotiations. In the event of a Dispute, the parties shall use their diligent good faith efforts to negotiate with one another to resolve 3 Seves USA Inc. USA, Inc., Purchase Order Terms & Conditions it. Such efforts shall include, promptly upon notice by any party, at least one in-person meeting of the parties' respective executive level officers with authority to settle the Dispute. At least five (5) business days prior to such meeting the parties shall exchange memoranda stating the issues in dispute and their positions, summarizing the negotiations that have taken place and attaching relevant documents. All communications and writings exchanged between the parties in connection with such discussions shall be confidential and shall not be used or referred to in any subsequent binding adjudicatory process between the parties.

B. Mediation. In the event the Dispute is not resolved through management negotiation within thirty (30) days after the initial notice of a Dispute is delivered, then either party may elect to have the Dispute attempted to be

resolved by mediation in Harris County, Texas, under the auspices of JAMS, utilizing its then applicable procedures. Each party shall bear its own costs and expenses. The mediation must be completed within forty-five days after a party's written notice to JAMS requesting mediation.

C. Arbitration. Except for unpaid invoices or other billed obligations owed by Customer, any dispute between the parties arising out of or related to this Agreement or any Goods ("Dispute") shall be resolved by binding arbitration under the Commercial Arbitration rules then in force of JAMS, including its Appeal Procedures, or any other rules or organization upon which the parties may agree at that time ("Rules"), before a single arbitrator in Harris County, Texas. All arbitration proceedings shall be conducted in English and shall be transcribed. If the parties are unable to agree on an arbitrator from the list provided by JAMS, they shall request from JAMS a list of five available arbitrators with experience in similar disputes, and each party may strike two names, leaving the remaining name(s) as the arbitrator. If more than one name remains, JAMS will make the selection from the remaining names based on the experience of the arbitrator with the type of Dispute. The arbitrator will allow reasonable discovery in the forms permitted by the Federal Rules of Civil Procedure, to the extent consistent with the purpose of the arbitration, including providing a relatively expeditious, informal, inexpensive, and fair forum. The arbitrator will have no power or authority under the Rules or the Federal Arbitration Act to amend or disregard any provision of this Section 21. The arbitration hearing shall be limited to not more than five (5) days, with each of Customer and Seves USA Inc. being allocated one-half of the time for the presentation of its case (subject to minor adjustment as the arbitrator may decide is appropriate given the nature of the dispute). Unless otherwise agreed to by the parties and arbitrator, the arbitration hearing shall be conducted on consecutive business days. The arbitrator shall prepare in writing and provide to the parties an award including factual findings and the reasons on which his or her decision is based. Each party shall bear its own costs relating to the arbitration proceedings irrespective of its outcome. The arbitration award may be enforced in any court of competent jurisdiction.

Remedies; no waiver

All remedies available to Seves USA Inc. shall be cumulative and may be exercised separately or concurrently without waiver of any other remedies. The failure of Seves USA Inc. to act on a breach of this Agreement by Seller shall not be deemed a waiver of said breach or a waiver of future breaches, unless such waiver is in writing and is signed by Seves USA Inc..

Interpretation

Headings are for convenience only and are not to be used in the interpretation of this Agreement. No term of any

Order shall be construed in favor of, or against, a party as a consequence of a party having had a greater role in the preparation or drafting thereof, but shall be construed as if the language were mutually drafted by both parties with full assistance of counsel.

Compliance

Seller shall comply with all applicable laws, rules, regulations, statutes, acts and other governmental and agency requirements, including but not limited to: (i) the U.S. Foreign Corrupt Practices Act and regulations promulgated thereunder, and all similar foreign laws and regulations; and (ii) all applicable export laws, restrictions, and regulations of any United States or foreign agency or authority. Seller will not export or re-export, or authorize the export or re-export of any product, technology or information it obtains or learns pursuant to this Agreement (or any direct product thereof) in violation of any such laws, restrictions or regulations.

Assignment

Neither this Agreement nor any right or obligation hereunder may be assigned, transferred, delegated, pledged or encumbered by Seller ("Assignment") without the prior written consent of Seves USA Inc. in its discretion. Any purported Assignment without such consent will be null and void ab initio. For purposes of the preceding sentence, a change in control of Seller shall constitute an Assignment

requiring Seves USA Inc.' prior written consent; for this purpose, a "change in control" means a transfer, on a cumulative basis, of shares, voting rights or ownership interests which will result in a change in the identity of the person or persons exercising, or who may exercise, effective control of Seller. Unless Seves USA Inc. expressly agree in writing otherwise, no assignment by Seller shall release it from its obligations hereunder. Seves USA Inc. may freely assign its rights and duties hereunder. This Agreement shall be binding upon and inure to the benefit of the permitted successors and assigns (whether by operation of law, merger, change of control or otherwise) of the parties hereto.

Independent contractors

The parties are independent contractors. Nothing herein may be construed as creating any agency, partnership, joint venture or other form of joint enterprise between them.

Severability

If any provision of the Agreement is determined to be illegal or unenforceable, it shall be disregarded and not affect the enforceability of any other provision of the Agreement.