FIBERGLASS REINFORCED PLASTICS INSTITUTE, INC. STANDARD TERMS AND CONDITIONS OF SALE

DESIGNATION OF PARTIES. The term "FRPI" refers to the Fiberglass Reinforced Plastics Institute, Inc., a Massachusetts non-profit corporation with a principal office in Worcester Massachusetts. The term "Customer" refers to the person, firm or corporation to whom FRPI sells goods or services ("products"). The term "Other Parties" refers to all others that are or may become involved in services performed by FRPI for the Customer.

PAYMENT. Acceptable forms of payment include VISA or MasterCard for e-commerce and Customer or bank checks for all other transactions. Payment is due at time of order entry, unless otherwise agreed in writing. These terms and conditions are contingent upon order acceptance by FRPI.

ASSUMPTIONS AND CLARIFICATIONS. Any and all assumptions and clarifications contained within a quotation, or later amended in writing, are consider a part of the sales agreement between the Customer and FRPI.

CODE OF ETHICS. FRPI's Code of Ethics published at time of sale is considered a part of the sales agreement when Laminating Process Audits and Laminate Testing services are sold, regardless of whether or not certifications are earned by the Customer.

OWNERSHIP OF INFORMATION: The Customer agrees to abide by all copyright laws and not to make any copies of and/or otherwise distribute publications published by FRPI without written authorization from an authorized agent of FRPI. FRPI maintains or assumes ownership of all copyrights on any and all work performed and product provided, whether or not performed as work for hire or derivative works. Customer may only use FRPI products for purposes Customer specifically engaged FRPI's services to perform, as described within an accepted Customer purchase order.

LIMITATION OF LIABILITY. Services are performed in good faith by FRPI for informational purposes only. Any and all actions taken on information provided by FRPI are at the risk of others. FRPI does not intend to assume any responsibility for past, current and/or future performance of any equipment associated with work performed or certified by FRPI. FRPI's review, acceptance or approval of drawing details or other submittals shall not relieve or discharge the Customer, either expressly or by implication, from any responsibility under the Customer's contracts with its clients. FRPI logos and certification marks shall be identifying designations for the convenience of FRPI and Customer only and shall not constitute a warranty of any kind, expressed or implied, including the warranties of merchantability and fitness for a particular purpose.

FRPI provides services within industry accepted standards of due care, whereas FRPI's specifications have been developed and based upon industry knowledge and standards available at time they were published. Accordingly, all parties recognize that there may be errors and omissions in industry standards, publications, media, testing, inspection, reports and other works performed, relied upon or prepared by FRPI or any of its laboratories and appointed third party inspectors. FRPI and Customer agree that FRPI will provide additional service to correct and alleviate situations created by errors and omissions. FRPI and Customer further agree that FRPI providing these services is the full limit of FRPI's liability in these matters, of which effort shall not exceed the value of items sold.

In no event shall FRPI be held liable for any legal, consequential, incidental, special or indirect damages or losses of Customer arising out of services offered or performed by FRPI. The Customer further agrees to defend, indemnify and hold harmless FRPI and the organization's members, employees, officers and directors from and against any and all claims, demands, causes of action, losses, expenses or liabilities (including reasonable attorney fees and costs) arising out of or related to any service offered or performed by FRPI or its employees, consultants, sub-consultants, contractors, agents and laboratories. Furthermore, FRPI cannot and does not assume any responsibility for property damage, lost solutions, personal injuries, death or other special, indirect, consequential or compensatory damages claimed to result from or be caused by the purchase, sale, use or failure of any Customer's products and the Customer shall indemnify and hold FRPI and its members, employees, officers, directors and agents harmless from same.

FRPI shall not be liable for delay in performance due to causes beyond its reasonable control, such as acts of Customer, God, civil or military authority, priorities, fires, strikes, floods, epidemics, quarantines, war, riots, delays in transportation or inability due to causes beyond its reasonable control to obtain labor, materials or production capacity.

The Customer's exclusive remedy for breach of contract as to any term herein, and FRPI's only liability for such breach, shall be replacement or repair of such products, which ever such remedy FRPI selects, and if FRPI elects to refund the purchase price of any such product or service, and so advise Customer, the Customer must return such goods, together with analyses, compilations, designs, studies, drawings, tapes or other documents prepared by Customer, which contain or otherwise reflect such information or the Customers review of or interest in such information, to FRPI immediately.

TAXES AND FREIGHT: Prices quoted DO NOT include sales and use taxes or federal excise taxes and where applicable are for Customer's account unless an Exempt Use Certificate is on file with FRPI. All prices quoted DO NOT include freight charges, unless otherwise stated in proposal and made a part of purchase agreement.

ACCEPTANCE AND PRICES. Customer orders are subject to written acceptance by FRPI. All quotations are based on prevailing material and labor rates at time of quotation. If Customer does not place an order within thirty (30) days of most recent quotation date, then FRPI reserves the right to requote. It is expressly understood that, notwithstanding anything to the contrary contained in any purchase order, the foregoing provisions shall prevail. FRPI reserves the right to correct any obvious errors in products and pricing at no expense to FRPI.

CANCELLATION: Cancellation of an order or any part of an order in process will result in payment by Customer of the cost of all materials, engineering, labor, overhead and other expenses incurred in the processing of an order up to the date of cancellation and that such payment is due to FRPI per the terms and conditions agreed to at time of order acceptance or as later agreed in writing. FRPI does not offer any refunds. All sales are final. FRPI reserves the right to cancel or reprice orders due to Customer delays.

LAW: The terms and conditions of sale will be governed and construed in accordance with laws of the Commonwealth of Massachusetts. Customer agrees that federal and state courts sitting in Worcester County, Massachusetts will have exclusive jurisdiction over any dispute.

ENFORCEMENT AND VOIDABLE PORTION: The failure to enforce a provision of these terms and conditions at any time or times will not be construed to be a waiver of the right to enforce the provision at a later time. If any portion of this agreement is found by a court of competent jurisdiction to be void or voidable under any applicable local or state law, such void or voidable provision shall not affect the balance of the agreement, which shall remain fully enforceable as if said void or voidable provision had been deleted by mutual consent of the parties.

ENTIRE AGREEMENT: Sales proposals cover only such material, equipment and services as specifically stated and when purchased against by Customer shall constitute the sole and entire agreement between the parties and supersedes all prior and contemporaneous statements, promises, understandings or agreements, unless amendments to these terms and conditions of sale have been made in writing, are dually signed and attached hereto.