

TERMS AND CONDITIONS OF PURCHASE

1. ACCEPTANCE: This Purchase Order is an offer by Weston & Associates, LLC ("Weston") or any affiliate of Weston to the seller listed on the accompanying Purchase Order ("Seller") and becomes a binding contract, subject to these terms and conditions, upon the earlier of: (a) Seller's written acknowledgment of the Purchase Order or (b) delivery of goods and/or services in whole or in part. Weston and Seller shall be mutually bound by the terms and conditions of this Purchase Order and the terms and conditions of Weston's contract with its customer ("Prime Contract") to the extent such Prime Contract terms apply to the goods and/or services in this Purchase Order. Accordingly, Seller assumes toward Weston's customer all of the obligations and responsibilities that Weston assumes toward its customer under the Prime Contract. Seller shall enter into similar flow-down agreements with any of its subcontractors or suppliers and, in the event of any conflict between the terms of this Purchase Order and the Prime Contract, the terms of the Prime Contract shall govern. Any modification of this Purchase Order, to be valid, must be in writing and signed by Weston's authorized representative. Any form of Seller containing additional or contrary terms and conditions of sale of no force and effect and will not have the effect of deleting, modifying or adding to these terms and conditions, unless expressly accepted in writing by Weston.

2. PRICES AND PAYMENTS: Seller's Prices charged to Weston will be as set forth in the Purchase Order for the goods and/or services, and if not set forth, will not be higher than the last price charged or quoted to Weston in writing. Seller warrants that the prices for the goods or services sold under this Purchase Order are not less favorable than those currently extended to any other customer for the same or similar goods or services in similar quantities. Buyer understands and agrees that Seller's receipt of payment from its customer on account of Buyer's work, merchandise or services is an express and absolute condition precedent to Weston's obligation to pay Seller. Seller hereby assumes the risk of default or nonpayment by Weston's customer or the project owner for any reason whatsoever, including the risk(s) associated with creditworthiness of Weston's customer or the project owner and the alleged breach by Weston.

3. EXTRA CHARGES: No charges will be allowed for packing, boxing, cartage, or any other extra charges unless agreed to in writing by Weston.

4. WARRANTIES: Seller expressly warrants and covenants that: (a) it owns all goods and services supplied; (b) all goods and services supplied will conform to Weston's order, will be merchantable, fit and sufficient for the particular purpose intended and free from defects, liens and patent infringements; (c) free of defects in material and workmanship, be of even kind and quality and run without variation; (d) all goods purchased under this Purchase Order will conform in all respects with the specifications, drawings, samples, or quality control or other procedures or descriptions furnished or approved by Weston prior to sale; (e) all services will be performed in with the highest level of skill and care required for similar services in the industry, under same or similar circumstances; and (f) all goods and services shall be delivered in compliance with applicable law(s), regulations, ordinances and any other governmental requirement. In the event that Weston sells or leases the goods supplied to a third party, all warranties made in this Purchase Order and all other warranties made by the Seller with respect to the goods may be assigned by Weston to the third party. Weston may inspect and reject nonconforming goods and may, at Weston's option, either return the rejected goods at Seller's expense, or hold them pending Seller's reasonable instructions. Seller will be charged with transportation both ways, and will not replace goods except on receipt of a replacement purchase order from Weston.

5. DEFECTIVE GOODS: If the goods furnished by Seller prove to be defective in any respect, and bodily injury, property damage or economic loss results, Seller agrees to indemnify, hold harmless and defend Weston from all claims, including third-party claims, expenses, attorneys' fees, settlement costs and judgments arising out of or due to the bodily injury, property damage or economic loss, including consequential damages, as are caused or as are the result of or alleged to be the result of goods furnished by Seller, except where the bodily injury, property damage or economic loss is due to the sole negligence of Weston.

6. TERMINATION WITHOUT CAUSE: Weston reserves the right to terminate this Purchase Order or any part of this Purchase Order for its sole convenience. In the event of termination under this Paragraph, Seller will immediately stop all work, and will immediately cause any of its suppliers or subcontractors to cease all work related to this Purchase Order. Seller will be paid a termination charge consisting of a percentage of the order price reflecting the percentage of the work performed prior to the notice of termination, plus actual direct costs resulting from termination. Seller will not be paid for any work done after receipt of the notice of termination, nor for any costs incurred by Seller's suppliers or subcontractors which Seller could reasonably have avoided.

7. TERMINATION FOR CAUSE: Weston will have the unrestricted right to terminate this Purchase Order, without any obligation to Seller, upon the happening of any one or more of the following events: (a) Seller's insolvency or commission of an act effecting or evidencing bankruptcy; (b) filing of voluntary or involuntary petition of bankruptcy by or against Seller; (c) appointment of a receiver for Seller by any court of competent jurisdiction; (d) Seller's repudiation of this Purchase Order or failure to make deliveries within the time specified by this Purchase Order or a previous Purchase Order; (e) Seller's failure to perform any other provisions of this Purchase Order or a previous Purchase Order; and (f) Upon Weston's written request, Seller's failure to provide reasonable assurances to Weston demonstrating Seller's has the capacity to make deliveries within the time specified by this Purchase Order or a previous Purchase Order. The acceptance of goods or performances after the occurrence of any of the above enumerated events will not affect the right of Weston to terminate under this Paragraph. In the event of termination for cause under this Section 7, Weston shall have the right to hire a third party to provide the services and/or good set forth in the Purchase Order and Seller shall be liable to Weston for any excess costs and fees incurred as a result of Seller being terminated for cause, subject to an offset for goods and services, Seller satisfactorily provided or performed.

8. CONFIDENTIALITY: This Purchase Order is confidential between Weston and the Seller and it is agreed by the Seller that none of the details connected with this Purchase Order will be published or disclosed to any third party without Weston's written consent. Seller will not advertise or publish the fact that Purchaser has contracted to purchase goods from Seller, nor will any information relating to the order be disclosed without Purchaser's written permission.

9. COMPLIANCE: Seller agrees that the goods or services produced or rendered pursuant to this Purchase Order will be produced and rendered in accordance with all applicable Federal, State and local laws, orders and regulations.

10. PATENTS: Seller agrees upon receipt of notification to promptly assume full responsibility for defense of any suit or proceeding which may be brought against Weston or its agents, customer, or other vendors for alleged patent infringement, as well as for any alleged unfair competition resulting from similarity in design, trademark or appearance of goods or services furnished under this Purchase Order, and Seller further agrees to indemnify Weston, its agents and customers against any and

expenses, losses, royalties, profits and damages including court costs and attorney's fees resulting from any suit or proceeding, including any settlement arising under this paragraph. Weston may be represented by and actively participate through its own counsel in any suit or proceeding if it so desires, and the costs of representation will be paid by Seller.

11. INSURANCE: In the event Seller's duties under this Purchase Order require or contemplate performance of services by Seller's employees, or persons under contract to Seller, to be done on Weston's property, the Seller agrees that all work will be done as an independent contractor and that the persons doing the work will not be considered employees of Weston. Seller will maintain all necessary insurance coverage, including public liability and Workers' Compensation insurance. Seller will indemnify and save harmless and defend Weston from any and all claims or liabilities arising out of the work covered by this Purchase Order.

12. TITLE OF RISK OF LOSS: Except as otherwise expressly provided, title to and risk of loss on all items shipped by Seller to Weston will pass to Weston at the F.O.B. point designated in this Purchase Order. Cost of all return shipments, for whatever reason returned, will be borne by Seller and title and risk of loss will pass to Seller at the F.O.B. point as determined by Weston.

13. INDEMNIFICATION: Seller will defend, indemnify and hold harmless Weston against all damages, claims or liabilities and expenses (including attorney's fees) arising out of or resulting in any way from (a) any breach of any of these terms and conditions; (b) any defect in the goods or services purchased under this Purchase Order; or (c) any act or omission of Seller, its agents, employees or subcontractors. This indemnification will be in addition to the warranty obligations of Seller.

14. CHANGES: Weston will have the right at any time to make changes in drawings, designs, specifications, materials, packaging, time and place of delivery and method of transportation. If any changes cause an increase or decrease in the cost, or the time required for the performance, an equitable adjustment will be made and this Purchase Order will be modified in writing accordingly. Seller agrees to accept any such changes subject to this Paragraph.

15. INSPECTION/TESTING: Payment for the goods delivered under this Purchase Order will not constitute acceptance of the goods. Weston will have the right to inspect the goods and to reject any or all of the goods which are in Weston's judgment defective or nonconforming. Goods rejected and goods supplied in excess of quantities order under this Purchase Order may be returned to Seller at its expense and in addition to Weston's other rights, Weston may charge Seller all expenses of unpacking, examining, repacking and reshipping the goods. In the event Weston receives goods whose defects or nonconformity is not apparent on examination, Weston reserves the right to require replacement, as well as payment of damages. Nothing contained in this Purchase Order will relieve Seller in any way from the obligation of testing, inspection and quality control.

16. WAIVER: The remedies contained in this Purchase Order will be cumulative, and additional to any other remedies provided in law or equity. No waiver of a breach of any provision of this Purchase Order will constitute a waiver of any other breach, or of any provisions, and no course of conduct, nor any delay by Weston in exercising any rights under this Purchase Order will waive any rights of Weston to modify this Purchase Order.

17. FORCE MAJEURE: Weston reserves the right to cancel all or any part of this Purchase Order which has not actually been shipped by Seller, in the event Weston's business is interrupted because of strikes, labor disturbances, lockout, riot, fire, act of God, the public enemy, or any other cause, if beyond the reasonable efforts of Weston to control.

18. NON-ASSIGNMENT: This Purchase Order is issued to Seller in reliance upon Seller's personal performance of the duties imposed and by accepting same Seller agrees not to assign this Purchase Order, delegate the performance of its duties, or substitute materials manufactured by others without the written consent of Weston. Any assignment, delegation, or substitution attempted without the previous written consent of Weston will effect, at the option of Weston, a cancellation of all Weston's obligations under this Purchase Order.

19. JURISDICTION: This Purchase Order will, in all respects, be interpreted and governed by the laws of the State of Ohio, other than those relating to conflicts of laws. All disputes arising under this Purchase Order not resolved by mediation must be litigated in the Stark County Court of Common Pleas and Seller submits itself to the jurisdiction and venue of that court. Notwithstanding the foregoing, after mediation of a dispute, Weston shall have the sole option to remove any dispute arising hereunder to arbitration with the American Arbitration Association, using a single arbitrator. The parties will share all costs of arbitration. In any litigation or arbitration, the court or arbitrator, as the case may be, shall determine the prevailing party and include in the judgement or award, an amount for the prevailing party's reasonable attorneys' fees and costs.

20. ENTIRE AGREEMENT: This Purchase Order, and any documents referred to on the face and back of this Purchase Order, constitute the entire agreement between the parties.

21. SETOFF: All claims for money due, or to become due, from Weston will be subject to deduction or setoff by Weston by reason of any counterclaim arising out of this or any other transaction with Seller.

22. SHIPMENT: If, in order to comply with Weston's required delivery date, it becomes necessary for Seller to ship by a more expensive way than specified in this Purchase Order, any increased transportation costs will be paid for by Seller unless Weston caused the necessity for the rerouting or expedited handling.

23. LIMITATION ON WESTON'S LIABILITY: In no event will Weston be liable for anticipated profits or for incidental or consequential damages. Weston's liability on any claim of any kind for any loss or damage arising out of or in connection with or resulting from this Purchase Order or from the performance or breach of this Purchasing Order will in no case exceed the price allocable to the goods or services or unit thereof which gives rise to the claim. Weston will not be liable for penalties of any description. Any action resulting from any breach on the part of Weston as to the goods or services delivered under this Purchase Order will be commenced within one year after the cause of action has accrued.