

**ADVANCED COATING SERVICE, LLC
TERMS AND CONDITIONS**

1. No Other Terms and Conditions. These terms and conditions (“Terms”) shall control all sales of Services (as defined below) by Advanced Coating Service, LLC (“ACS”), unless otherwise specifically agreed upon to the contrary in a separate written document executed by ACS (ACS and Customer are each a “Party” and collectively the “Parties”). ACS will not be bound by any terms of Customer's purchase orders, requests for proposals, acceptance, confirmation, communication, course of performance, contractual document, or any other terms and conditions that are inconsistent with the terms herein, unless otherwise specifically agreed upon to the contrary in a separate written document executed by ACS. Customer’s acceptance of any invoice constitutes Customer’s acceptance of these Terms, all of which are incorporated by reference therein.

2. Fees for Services; Expense Reimbursements; Payment Terms.

2.1 Customer will pay ACS for the Services and for any expenses incurred by ACS in connection with the Services, (the “Fees”), as set forth on the invoice.

2.2 Customer shall examine all Goods (as defined below) upon receipt or collection of the Goods from ACS’s facility. All claims for damage, shortage, and errors in shipment or improper delivery must be made to ACS in writing within 5 business days of delivery, after which date Customer will be deemed to have: (1) accepted the Goods and will have no right to reject the Goods or to revoke acceptance; and (2) agreed that it is satisfied with the Services and that ACS has rendered such Services in accordance with the warranty set forth in Section 3.1 of these Terms. Customer must make any claims for billing errors or adjustments to ACS in writing within 10 business days from the invoice date. Claims not received in writing within such period will be waived by Customer.

2.3 If the Fees are not paid when due, ACS, at its sole discretion, may, without prejudice to any other rights it has, charge Customer a late fee of 1.5% of the outstanding balance owed per month or fraction thereof until the outstanding balance is paid, and Customer will pay ACS' reasonable attorneys' fees and other collection costs of collecting overdue invoices.

3. Warranty.

3.1 ACS warrants to Customer that: (a) the Services will be performed in a professional and workmanlike manner in accordance with applicable law and industry standards applicable to the Services; and (b) the Services will conform to the specifications for the Services, if any, set forth on the invoice. In the event of ACS’ breach of this Section 3.1, Customer’s exclusive remedy, and ACS’ entire liability, will be for ACS, upon written notice of such breach from Customer to either, at ACS’ option: (a) promptly re-perform or correct the deficient Services at no additional cost to Customer; (b) promptly refund the Fees ACS received for the deficient Services; or (c) if ACS was not already paid for the deficient Services, not charge Customer for the deficient Services. Any claim for breach of ACS’ warranty under this

Section 3.1 must be made by Customer via written notice to ACS (reasonably detailing the scope and nature of the alleged breach) within 5 days following the date of completion of the Services with respect to which the claim is made. Once the deficient Services have been re-performed, Customer will have 5 days to make any claim that the re-performed Services still breach ACS' warranty under this Section 3.1.

3.2 Except for ACS' limited warranty set forth in Section 3.1, ACS does not provide any other warranties of any kind with respect to the Services, either express or implied by statute, usage, custom of trade, or otherwise, including, without limitation, the implied warranties of merchantability and fitness for a particular purpose.

4. Limitation of Liability and Damages. In no event will ACS be liable to Customer or any person or entity claiming through Customer for any indirect, consequential, incidental, special, punitive, exemplary, or other similar damages resulting from, arising out of, or related to these Terms, any alleged or actual breach of these Terms, or any Services sold or otherwise provided to Customer by ACS, whether arising under contract, breach of warranty, tort, negligence, strict liability, enterprise liability, product liability, any other theory of liability, or otherwise, and whether or not ACS has been advised of the possibility of such damages or such damages are otherwise foreseeable (including, as examples of such damages, but not in limitation thereof, personal injury or death, loss of use, privacy, business information, data, revenue, profits, or goodwill, damage to business or business relations, business interruption, procurement of substitute goods, services, or facilities, economic losses, property damage, or attorneys' fees and disbursements). Without limiting the generality of the foregoing and notwithstanding anything else in these Terms or otherwise to the contrary, ACS' maximum aggregate liability, direct or otherwise, to Customer or any person or entity claiming through Customer, if any, resulting from, arising out of, or related to these Terms, any alleged or actual breach of these Terms, or any Services or products sold or otherwise provided by ACS (including, without limitation, the use of the Services or such products by Customer or any other person or entity) will not exceed the total amount of the Fees paid by Customer to (and actually received by) ACS for such Services or products sold to Customer by ACS giving rise to such liability. This Section 4 will survive the termination of these Terms.

5. Indemnification. To the fullest extent permitted by law, except to the extent attributable to the willful misconduct or gross negligence of ACS, Customer will, at Customer's sole expense, indemnify, defend, and hold harmless ACS and ACS' officers, directors, managers, members, shareholders, agents, representatives, successors, and assigns (the "Indemnifiable Parties") from and against any and all Losses (as defined below) resulting from, arising out of, or related to: (a) any breach of or any inaccurate, false, or fraudulent representation or warranty made by Customer in these Terms; (b) any breach or default in the performance of any covenant or agreement made by Customer in these Terms; (c) the use of the Services by Customer or any other person or entity that were sold or otherwise provided to Customer by ACS; or (d) any willful misconduct or unlawful or negligent acts or omissions of Customer. The Indemnifiable Parties will provide reasonable notice to Customer of any claim asserted by a third party against

the Indemnifiable Parties that may give rise to a claim for indemnification pursuant to this Section 5 and Customer will take up the defense of such claim. The Indemnifiable Parties will provide reasonable assistance to Customer as reasonably necessary for Customer to defend any such third party claim, provided that the Indemnifiable Parties will have the right to fully participate in such defense at their own expense. Customer will have the right to settle the matter upon written consent of the Indemnifiable Parties, which consent will not be unreasonably withheld. “Losses” means any and all losses, damages, penalties, expenses, costs, court costs, professional fees (including, without limitation, reasonable attorneys’ fees and disbursements), interest, disbursements, judgments, liens, and liabilities of any kind or nature whatsoever (including, without limitation, claims for the injury to or the death of any person or the damage to any property (including, without limitation, loss of use thereof)).

6. Miscellaneous Provisions.

6.1 Governing Law; Jurisdiction. These Terms will be governed by, and interpreted and construed in accordance with, the laws of the State of New York, one of the United States of America, without regard to the principles of conflict of laws, and will be binding on the Parties in the United States and worldwide. Any suit or proceeding related to these Terms will be commenced exclusively in the state or federal courts located in Monroe County, New York, and each Party irrevocably consents to the exclusive jurisdiction and venue of such courts. No local, general, or trade custom or usage or course of prior dealings between the Parties will be relevant to supplement any term used in these Terms.