

FORTIS SOLUTIONS GROUP STANDARD TERMS AND CONDITIONS OF SALE

1. QUOTATION: A quotation (a "Quotation") from Fortis Solutions Group, LLC, or its applicable subsidiary or affiliate ("FORTIS"), is valid for 60 days from the date of the Quotation and may be accepted by the buyer ("Buyer") by submitting to FORTIS before the end of the 60 day period a purchase order on the form provided by FORTIS (a "Purchase Order"). In the event Buyer attempts to accept a Quotation after the 60 day period, FORTIS will review the Quotation and may, in its sole discretion, accept the Quotation as presented, reject it, or make a counterproposal. Quotations are based on the accuracy of the specifications provided by Buyer. FORTIS may re-quote a job at time of submission of a Purchase Order from Buyer if the artwork, specifications or other input materials included in the Purchase Order differ from the information used for purposes of the original Quotation.

2. CONTRACT AND ACCEPTANCE:

(a) All sales of goods ("Ordered Products") by FORTIS to Buyer shall be subject to these terms and conditions (the "Terms and Conditions"), which form an integral part of any Purchase Order placed by Buyer. Unless the parties otherwise agree in writing, (i) the offer of FORTIS to sell Ordered Products as set forth in the Quotation is expressly conditioned upon Buyer's assent to these Terms and Conditions without any additional or different terms, conditions or warranties, and Buyer's acceptance of the Quotation by submission of a Purchase Order with respect thereto shall be deemed to be Buyer's assent to these Terms and Conditions, (ii) any additional or different terms, conditions or warranties contained in any Purchase Order, confirmation or other communication delivered by Buyer are expressly rejected and shall not be binding on FORTIS, and (iii) the accepted Quotation, together with these Terms and Conditions and any applicable attachments, addenda, schedules and exhibits attached by FORTIS to the Quotation (collectively, the "Agreement"), shall constitute the entire agreement of the parties with respect to the subject matter thereof.

(b) No cancellation of a Purchase Order, change to Ordered Products set forth on a Purchase Order previously submitted to FORTIS, or change to the obligations of FORTIS hereunder shall be effective without the prior written consent of FORTIS, which consent may be withheld by FORTIS in its sole discretion. In the event that Buyer wishes to cancel any Purchase Order, FORTIS reserves the right, as a condition to consenting to the cancellation, to charge a cancellation fee for costs incurred as determined by FORTIS in its reasonable discretion. These costs may include, without limitation, special ordered materials, plates, dies, and other specialty items.

3. DELIVERY: Unless otherwise specified, the price quoted is for a single shipment, F.O.B. FORTIS' facility. Upon delivery of the Ordered Products to the carrier as

specified above, Buyer assumes and shall bear all risk of loss, destruction or damage to the Ordered Products, and Buyer shall be responsible for obtaining and maintaining insurance against such loss. Quotations are based on continuous and uninterrupted delivery of the complete order. If the Quotation specifies other delivery terms, FORTIS shall charge for delivery accordingly at current market rates. Charges for delivery of Ordered Products or other materials and supplies from Buyer to FORTIS, or from Buyer's supplier to FORTIS, are not included in a Quotation unless otherwise specified.

4. PURCHASE PRICE:

(a) For each Ordered Product, Buyer shall pay FORTIS all fees designated in the Quotation (as they may be modified in accordance with Section 1), which designated fees may include, without limitation, tooling, die, plate and/or other equipment costs appropriate to manufacture the Ordered Product(s) specified in the Purchase Order (collectively, the "Purchase Price"). Except to the extent the Quotation specifies that any portion of the Purchase Price is payable in advance, FORTIS will invoice Buyer for the Ordered Product, which invoices are due and payable upon receipt.

(b) If any invoice remains unpaid thirty (30) days after the original invoice date, FORTIS shall be entitled (without notice and without limitation of any other rights of FORTIS) to charge interest on the unpaid balance from the date due at a rate equal to the lesser of (i) 1.5% per month, or (ii) the maximum rate permitted by applicable law. If any outstanding balance remains unpaid thirty (30) days after the original invoice date, FORTIS may, without limiting any of its other rights and remedies, (x) suspend the manufacturing or delivery of any or all Ordered Products or any other products ordered by Buyer or its affiliates, and/or (y) alter or suspend any credit previously or thereafter extended to Buyer or its affiliates. Buyer shall be responsible for and shall reimburse FORTIS for all costs and expenses of collection, including, without limitation, reasonable attorneys' fees, if any amounts owed by Buyer are subject to collection.

(c) If Buyer has a dispute regarding any invoice, Buyer must inform FORTIS within ten (10) business days after receipt of the invoice regarding the nature of the dispute. Buyer shall nonetheless pay the undisputed amount within the otherwise applicable thirty (30) day period.

(d) The Purchase Price set forth in the Quotation is exclusive of all taxes, including, without limitation, federal, state and local excise, sales, use and other taxes, now or hereafter levied or imposed on the sale, delivery or use of Ordered Products, and Buyer shall be solely liable for and shall pay all such taxes (excluding for any taxes based on the net income of FORTIS), regardless of whether included on any invoice.

5. ACCEPTANCE OF ORDERED PRODUCTS: Buyer shall inspect and accept or reject the Ordered Products immediately upon receipt and shall have ten (10) business days thereafter to give written notice to FORTIS of any claim that the Ordered Products are of insufficient quantity, do not conform to the agreed upon terms or contain material defects. If Buyer fails to give such notice, the Ordered Products shall be deemed to conform to the Purchase Order and Buyer shall be deemed to have accepted the Ordered Products. Buyer's sole remedy for the delivery of Ordered Products that are of insufficient quantity shall be for FORTIS to deliver the undelivered quantity of Ordered Products, and Buyer's sole remedy with respect to any defective Ordered Product shall be the replacement of the defective Ordered Product by FORTIS.

6. DISCLAIMER; LIMITATIONS OF LIABILITY:

(a) EACH ORDERED PRODUCT IS PROVIDED ON AN "AS IS" BASIS. FORTIS DOES NOT MAKE ANY REPRESENTATION OR WARRANTY, EXPRESS, ORAL, IMPLIED OR STATUTORY, WITH RESPECT TO ANY ORDERED PRODUCT, AND FORTIS SPECIFICALLY DISCLAIMS ANY IMPLIED WARRANTY WITH RESPECT TO EACH ORDERED PRODUCT, INCLUDING, BUT NOT LIMITED TO, ANY WARRANTIES OF QUALITY, COMPLETENESS, PERFORMANCE, NONINFRINGEMENT, MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, OR ARISING FROM COURSE OF DEALING OR COURSE OF PERFORMANCE. NEITHER FORTIS NOR ANY OF ITS AFFILIATES ASSUMES ANY OTHER OBLIGATION OR RESPONSIBILITY WITH RESPECT TO THE ORDERED PRODUCTS, AND NEITHER FORTIS NOR ANY OF ITS AFFILIATES HAS AUTHORIZED ANY PERSON TO ASSUME ANY OTHER OBLIGATION OR RESPONSIBILITY ON ITS BEHALF.

(b) NOTWITHSTANDING ANYTHING TO THE CONTRARY IN THE AGREEMENT, IN NO EVENT SHALL FORTIS BE LIABLE TO BUYER OR ANY OTHER PERSON FOR ANY INCIDENTAL, SPECIAL, CONSEQUENTIAL, INDIRECT, PUNITIVE, EXEMPLARY, DELAY, WORK STOPPAGE, LOSS OF USE, LOSS OF TIME, INCONVENIENCE, OR LOSS OF PROFIT DAMAGES OF ANY KIND OR NATURE WHATSOEVER ARISING OUT OF OR RELATING TO THE AGREEMENT OR ANY ORDERED PRODUCT, EVEN IF FORTIS IS ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, AND REGARDLESS OF WHETHER THE FOREGOING DAMAGES ARE BASED ON DEFECTS IN THE ORDERED PRODUCTS, NEGLIGENCE (INCLUDING GROSS NEGLIGENCE) OR OTHER TORT, WARRANTY, CONTRACT, INDEMNITY, BREACH OF ANY PROMISE, STRICT LIABILITY OR OTHERWISE. NOTWITHSTANDING ANYTHING TO THE CONTRARY IN THE AGREEMENT, THE MAXIMUM LIABILITY, IF

ANY, OF FORTIS AND ITS OFFICERS AND EMPLOYEES FOR ALL DIRECT DAMAGES RESULTING FROM ANY ORDERED PRODUCT AND FORTIS' OBLIGATIONS UNDER THIS AGREEMENT SHALL NOT EXCEED THE TOTAL PURCHASE PRICE PAID TO FORTIS WITH RESPECT TO THE APPLICABLE ORDERED PRODUCT.

7. INDEMNITY: Buyer shall indemnify, defend and hold harmless FORTIS and its affiliates, officers, directors, employees, attorneys and agents (collectively, the "FORTIS Indemnified Parties"), from and against any and all third party claims, and all costs, damages, losses, liabilities and expenses (including reasonable attorneys' fees and costs) incurred in connection with such third party claims (collectively, "Claims"), in any way arising out of, resulting from or relating to (a) FORTIS' production of any Ordered Product in conformity with Buyer's specifications, or (b) Buyer's use of any Ordered Product. By way of example and not limitation, Claims for which Buyer may be obligated to indemnify a FORTIS Indemnified Party under the foregoing provision include, without limitation, third party claims (i) for death, personal injury, damage to property or damage to the environment, (ii) that the Ordered Product violates any applicable law, or (iii) that the Ordered Product infringes on any intellectual property right of any third party (including, without limitation, any patent, copyright, trademark, trade secret or other intellectual property right). If Buyer fails to indemnify a FORTIS Indemnified Party as required by this Agreement, then Buyer shall pay for any damages (including reasonable attorneys' fees), claims, losses, fees, expenses and costs incurred by the FORTIS Indemnified Party in the prosecution of any action to enforce the terms of this Agreement, including any appeal thereof.

8. NONDISCLOSURE OF CONFIDENTIAL INFORMATION: All proprietary designs, drawings, and other information submitted by one party to the other party and identified as "Confidential," "Proprietary," or with words of like import shall be received by the receiving party in trust and confidence and, to the extent such information is the property of the disclosing party when disclosed to the receiving party, will remain the property of the disclosing party. The foregoing restrictions shall not apply to (a) information within the legitimate possession of the receiving party without an obligation of nondisclosure before receipt of the information from the disclosing party (or an affiliate of the disclosing party); (b) information that is, at the time of disclosure by the disclosing party, then in the public domain or thereafter comes into the public domain through no fault of the receiving party; (c) information that is obtained by the receiving party from a third party with legitimate possession thereof and the unrestricted right to make such disclosure; or (d) information ordered to be disclosed by a court of competent jurisdiction or other government agency with appropriate legal authority, provided the receiving party (i)

first notifies the disclosing party in writing as soon as reasonably possible and before disclosing any such information, and (ii) reasonably cooperates with the disclosing party if the disclosing party elects to contest and/or avoid the ordered disclosure or obtain confidential treatment of the information to be disclosed.

9. MISCELLANEOUS:

(a) Independent Contractors. The relationship of the parties hereunder is that of independent contractors. Neither FORTIS on the one hand, nor Buyer on the other hand, shall have any power to bind the other or to create any obligation on behalf of the other, nor shall it represent that it has any such power.

(b) Promotional Matters. FORTIS may issue press releases and other marketing and promotional material describing the relationship created by the Agreement, including, without limitation, displaying the Ordered Products provided to Buyer as examples of the product offerings available from FORTIS. In addition, in connection with the production of the Ordered Products hereunder, Buyer hereby grants FORTIS the right to use Buyer's name in any advertising and publicity materials of FORTIS identifying Buyer as a customer of FORTIS.

(c) Governing Law; Dispute Resolution. The Agreement shall be governed by, and construed in accordance with, the laws of the Commonwealth of Virginia, without giving effect to any choice or conflict of laws provision or rule (whether of the Commonwealth of Virginia or any other jurisdiction) that would cause the application of the laws of any jurisdiction other than the Commonwealth of Virginia. The United Nations Convention on Contracts for the International Sale of Goods shall not apply to any sale or purchase of Ordered Products. Each party irrevocably consents to, and waives any objections to, the exclusive jurisdiction and venue of any local, state or federal court located in the Cities of Norfolk or Virginia Beach in the Commonwealth of Virginia in connection with any dispute, claim or controversy arising out of or relating to the Agreement; provided, however, (i) FORTIS, in its sole discretion, may elect to sue Buyer in the jurisdiction covering Buyer's principal place of business or in any jurisdiction in which any assets of Buyer may be found, and (ii) in the event an action is brought by a third party against a FORTIS Indemnified Party for which the FORTIS Indemnified Party may be entitled to indemnification under the Agreement, the FORTIS Indemnified Party may, in its sole discretion, bring a claim for indemnity against Buyer in the forum in which the original action is pending. EACH PARTY HEREBY IRREVOCABLY WAIVES ALL RIGHT TO TRIAL BY JURY IN ANY ACTION, PROCEEDING OR COUNTERCLAIM (WHETHER BASED ON CONTRACT, TORT OR OTHERWISE) ARISING OUT OF OR RELATING TO THIS AGREEMENT.

(d) Force Majeure. FORTIS shall not be deemed to be in default or in breach of the Agreement, or otherwise liable to Buyer or any third party in any way, for any interruption, disruption, delay or failure in the performance of its obligations under the Agreement that result directly or indirectly from any cause or circumstance beyond its reasonable control, including, but not limited to, acts of God, war or warlike conditions, terrorism, riots, embargoes, acts of civil or military authority, fire, flood, accidents, strikes or labor shortages, sabotage, delays or failures of transportation equipment or facilities, or shortages of fuel or materials (each, a "Force Majeure Event"); provided, a Force Majeure Event shall not excuse either party from its obligation to pay any monies owed to the other party under the Agreement.

(e) Severability; Waiver. If any term or condition hereof is held to be invalid or unenforceable, the remaining terms and conditions hereof shall remain in full force and effect and shall be enforceable to the maximum extent permitted by law. The failure of either party to enforce any provision of this Agreement shall not constitute or be construed as a waiver of such provision or of the right to enforce it at a later time.

(f) Survival of Provisions. The following provisions shall survive the termination of this Agreement for any reason: Section 4 (Purchase Price), 6 (Disclaimer; Limitation of Liability), 7 (Indemnity), 8 (Nondisclosure of Confidential Information) and 9 (Miscellaneous).

(g) Amendment; Assignment. This Agreement may not be amended or otherwise modified except by a writing signed by both parties. Buyer may not assign or otherwise transfer this Agreement or any of its rights or obligations hereunder to any other person or entity without the express prior written consent of FORTIS.

(h) Third Party Beneficiaries. The Agreement is not intended to benefit any third party and the parties do not intend to create, and do not and shall not be deemed to create, any third party beneficiary rights hereunder; provided, however, that notwithstanding the foregoing, all FORTIS Indemnified Parties are intended third party beneficiaries of the Agreement.

(i) Entire Agreement. The Agreement constitutes the entire agreement and understanding of the parties with respect to the subject matter hereof and supersedes any and all prior agreements and understandings with respect thereto.

END OF TERMS AND CONDITIONS