



**BLAST FINISHING, INC. dba OMNI FINISHING
TERMS AND CONDITIONS OF PURCHASE**

1. PURCHASE ORDER - This Purchase Order (which shall be deemed to include the purchase order form, instructions, drawings, related plans, specifications, regulations, data and other documents, to the extent incorporated herein by reference, and these Terms and Conditions of Purchase) contains the complete and entire agreement between Buyer and Seller and supersedes any and all other communications or agreements, whether written or oral, between the parties hereto relating to the subject matter hereof.

2. SELLER'S ACCEPTANCE - This Purchase Order may be accepted only on the exact terms and conditions set forth herein. In the event that Seller, without executing an acknowledgment copy hereof and returning it to Buyer, proceeds to deliver to Buyer any of the goods ordered herein or renders for Buyer any of the services ordered herein, Buyer shall have the option to refuse acceptance of such goods or services and not be obligated therefore or to accept said goods and services at the price and on the terms and conditions contained in this Purchase Order. Seller shall be bound by all of the terms and conditions of this Purchase Order when it executes and returns an acknowledgment copy to Buyer, or at the option of Buyer when Seller delivers to Buyer any of the goods ordered herein or renders for Buyer any of the services ordered herein. Seller assumes all risks of performance in accordance with the provisions hereof and certifies that it has made all inquiries, examinations and investigations and possesses the facilities and capabilities required for performance within any time limit specified in this Purchase Order. No usage of trade or course of dealing shall serve to alter or supplement the terms and conditions herein stated. Any terms or conditions proposed by Seller that are inconsistent with or in addition to the terms and conditions herein contained are expressly rejected and shall be void and of no effect. No waiver, alteration or modification of the terms and conditions herein will be binding unless in writing and signed by an authorized representative of Buyer.

3. CHANGES - Buyer reserves the right to change specifications, requirements or delivery schedules set forth on this Purchase Order. Changes or modifications are only binding when in writing and signed by Buyer. No change in price will be effective against Buyer unless specified in a written amendment to this Purchase Order signed by Buyer.

4. SHIPPING AND DELIVERY - Shipments to Buyer must be accompanied by packing slips. All packaging must be numbered and the same numbers shown on packing slips, bills of lading and invoices. Seller will pack goods at Seller's expense and arrange for shipment so that damage-free delivery is made to Buyer. Unless otherwise specified on the front of this Purchase Order delivery shall be made F.O.B. Buyer's facilities at the address shown on this Purchase Order. Seller assumes all risks for failure to ship in accordance with the routing instructions set forth on this Purchase Order. Time is of the essence in this Purchase Order, and if delivery of goods or rendering of services is not completed by the time promised, Buyer reserves the right, without liability, in addition to its other rights and remedies, to terminate this Purchase Order by notice effective when received by Seller as to stated goods not yet shipped or services not yet rendered, and to purchase substitute goods or services elsewhere and charge Seller with any damages incurred, whether special, direct, indirect, incidental or consequential. Unless otherwise expressly stated on the front of this Purchase Order, the specific quantity ordered herein must be delivered in full and may not be changed without Buyer's prior written consent. Any unauthorized quantity shipped is subject to rejection and return at Seller's expense. Goods delivered in

advance of schedule, without Buyer's consent, may at Buyer's option (a) be returned at Seller's risk and expense for redelivery at the scheduled time, or (b) have payment therefore withheld until the date payment would otherwise have been due.

5. RISK OF LOSS - Seller assumes the following risks, in addition to all other risks Seller assumes by law or pursuant to the express terms of this Purchase Order: (a) all risks of loss or damage to goods until their delivery to and acceptance by Buyer; and (b) in the event goods are rejected by Buyer or Buyer revokes its acceptance of goods, all risks of loss or damage shall be deemed to rest with Seller.

6. PRICES AND INVOICES - Buyer shall not be obligated to pay any prices higher than stated on this Purchase Order unless authorized in writing by Buyer. Seller agrees that any price reduction made in merchandise covered by this Purchase Order subsequent to the placement of this Purchase Order will be applicable to this Purchase Order. No extra charge or charges for boxing, crating, freight or storage will be accepted with respect to this Purchase Order without the written approval of Buyer. All taxes with respect to this Purchase Order will be paid by Seller unless specifically stated otherwise on this Purchase Order. When the cost of tools involved in the manufacture of goods covered by this Purchase Order are included in the price per unit, such tools will become the property of Buyer upon completion of performance of this Purchase Order. Seller's cash discount period, if any, shall extend from the later of Buyer's receipt of the goods ordered hereunder and the date of invoice.

7. INSPECTION - The goods purchased by Buyer pursuant to this Purchase Order are subject to inspection and approval by Buyer at the place of delivery set forth on this Purchase Order. Buyer reserves the right to reject and refuse acceptance of any or all portions of the order which are not in accordance with: (i) the description of such goods set forth in this Purchase Order; (ii) Seller's samples (if any); (iii) Seller's express or implied warranties; and/or (iv) Buyer's standard of quality and workmanship. Any or all portions of the order not accepted will be returned to Seller at Seller's expense for a full credit or refund, or at the option of Buyer, Seller shall be required, at its sole risk and expense, to correct or replace such goods with conforming goods within such time as Buyer may require, provided, however, that such corrected or rejected goods shall not be converted or replaced by Seller without written authorization from Buyer. Any goods corrected, replaced, or repaired by Seller shall be subject to any warranties and other terms of this Purchase Order. If Seller fails to correct or replace any nonconforming goods promptly after notification and authorization from Buyer, Buyer may correct or replace such goods and charge Seller for the cost incurred by Buyer and/or set-off the cost hereunder at the sole discretion of Buyer. Payment for any goods ordered hereunder prior to inspection and approval shall not constitute acceptance thereof and is without prejudice to any and all claims that Buyer may have against Seller.

8. WARRANTIES - By accepting this Purchase Order, Seller warrants that the goods and services to be furnished will be in full conformity with Buyer's specifications, drawings, data or other descriptions furnished or specified by Buyer, or with Seller's samples, if applicable, and that all goods furnished will be new, unless otherwise specified in this Purchase Order, fit for the use intended by Buyer, merchantable, of good material and workmanship and free from defect, and all services furnished will be performed in a skillful and workmanlike manner. All warranties, both express and implied, will survive acceptance and inspection of, and payment for, the furnished goods and/or services by Buyer. These warranties are in addition to any warranties of additional scope given to Buyer by Seller. All warranties of Seller, both express or implied, shall extend to, and be jointly and severally enforceable by, Buyer, its successors, assigns, customers and all third parties to whom any of the goods or services furnished may be sold or transferred, regardless of whether such goods or services remain in the same form or are owned by the enforcer of the warranty at the time of suit.

9. COMPLIANCE - Seller shall comply with any and all federal, state, foreign, local, and municipal regulations, ordinances, statutes, rules, laws and constitutional provisions applicable to Seller's performance under this Purchase Order.

10. LIENS - Seller, for itself and on behalf of its subcontractors, materialmen and employees and for all other persons performing any labor or furnishing any materials hereunder, hereby waives the right to file mechanics' or any other liens for or on account of the labor performed or materials furnished hereunder, and agrees that it shall, upon request of Buyer, and as a condition precedent to final payment, deliver to Buyer a satisfactory release of all liens arising hereunder.

11. INSURANCE - During the performance of any work hereunder, Seller and all of its subcontractors shall be considered independent contractors and shall effect and maintain liability, property damage and worker's compensation insurance policies. All such insurance policies shall designate Buyer and its officers, directors, employees and agents as an additional insured and shall be primary and required to respond and pay prior to any other available insurance coverage. All such insurance coverage shall be with companies and in amounts satisfactory to Buyer, and Seller shall, before the performance of any work required hereunder, furnish Buyer with satisfactory evidence of such insurance. Should Seller fail to provide or maintain any of the above insurance coverages, Seller shall indemnify, defend and hold harmless Buyer of, from and against any claim, loss, damage, liability or expense (including attorney's fees and related expenses) even if such claim arises in whole or in part, or is alleged to arise in whole or in part from the negligence of Buyer, to the full extent that such losses would not have been incurred by the Buyer if the Seller had provided for and maintained the insurance coverages set forth herein.

12. CONFIDENTIAL AND PROPRIETARY INFORMATION – Any and all drawings, specifications and data furnished by Buyer to Seller hereunder shall remain the property of Buyer and shall be used by Seller only as and to the extent required for the performance of this Purchase Order, unless Buyer shall otherwise approve in writing. All such information shall be deemed confidential information of Buyer. Upon completion of work by Seller under this Purchase Order, Seller shall promptly return to Buyer any and all drawings, specifications and other data furnished by Buyer in connection herewith, together with all copies or reprints then in Seller's possession and control, and Seller shall thereafter make no further use, either directly or indirectly, of any such drawings, specifications or data or any information derived there from, nor disclose any of the same to any third party, without Buyer's prior written consent. Seller will not, without first obtaining the written consent of Buyer, in any manner advertise or publish the fact that Seller has contracted to furnish Buyer the goods and services ordered hereunder and breach of this provision will entitle Buyer to cancel without liability.

13. GENERAL INDEMNITY – To the fullest extent permitted by law, Seller shall indemnify, defend and hold harmless Buyer and its officers directors, employees, and agents of, from and against any and all claims, liabilities, losses, damages and expenses (including attorney's fees and related expenses) resulting from the fault or negligence of Seller arising out of or connected with the goods and services furnished under this Purchase Order. The rights and obligations contained in this clause shall survive termination, expiration, or completion of this Purchase Order. Seller's obligation to indemnify, defend and hold Buyer harmless pursuant to this clause shall be deemed also to extend to Buyer's employees and agents, its affiliates, their employees and agents, and Buyer's customers and users of its products. Seller agrees to promptly assume the defense and preparation for the defense and costs therefore of any suit or threatened suit brought against Buyer or any such indemnity. Seller's indemnification obligations under this Purchase Order shall not be limited by a limitation on amount or type of damages, compensation, or benefits payable by or for Seller under any liability imposed by law, including, but not limited to workers' compensation acts, disability benefits, or other employee benefit acts.

14. PATENTS - Seller shall defend at its own expense all suits, actions or proceedings in which Buyer or Buyer's officers, employees, agents, successors, assigns, customers, or users of Buyer's products (collectively, the "Buyer Parties") are made defendants for actual or alleged infringement of any U.S. or foreign letters patent resulting from the use or sale of the goods purchased under this Purchase Order (except for infringement necessarily resulting from adherence by Seller to specifications or drawings other than those of Seller's design or selection originally submitted to Seller by Buyer), and Seller further shall pay and discharge any and all judgments or decrees which may be rendered in any such suit, action or proceeding against the Buyer Parties, and shall otherwise indemnify and hold the Buyer Parties harmless of, from and against any and all damages, liabilities, losses or expenses (including attorney's fees and related expenses) resulting to, or incurred by, Buyer Parties in any manner arising from any and all such claims, suits, actions or proceedings.

15. FORCE MAJEURE - Fires, unusually severe weather, accidents, labor disturbances, terrorist acts, war conditions, governmental acts, laws or regulations, cessation of operation of Buyer's plant for any reason, or other causes beyond the control of the parties rendering Seller unable to deliver or Buyer unable to receive the goods covered by this Purchase Order, will permit Buyer at its option to extend the time for performance or cancel this Purchase Order by written notice to Seller without liability of Buyer to Seller for such cancellation. Seller shall immediately give notice to Buyer whenever any actual or potential event delays or threatens to delay Seller's timely performance of this Purchase Order.

16. TAXES; SET OFF – Seller shall pay all sales and other taxes, however designated or levied, on the sale or use of the goods purchased pursuant to this Purchase Order, other than taxes based on Buyer's capital or net income. Buyer shall have the right at all times to set off any amount owing at any time from Seller to Buyer against any amount payable at any time in connection with this Purchase Order.

17. ASSIGNMENT - Seller may not assign or delegate rights or duties under this Purchase Order without Buyer's written consent, and any such proposed assignment or delegation shall be void and of no effect.

18. GENERAL CONDITIONS

a. No delay or failure on the part of Buyer in exercising any right or remedy under this Purchase Order, and no partial or single exercise thereof, shall constitute a waiver of such right or remedy or of any other right or remedy. If Seller fails to comply with any delivery date hereon, any attempts by Buyer to expedite Seller's delivery shall not be deemed a waiver of Seller's default or an extension of such delivery date.

b. If any term of this Purchase Order or the application thereof shall be illegal, such illegality shall not affect any other term or condition hereon, and such other terms and conditions shall continue in full force and effect.

c. All rights and remedies of Buyer under this Purchase Order shall be cumulative and not exclusive, and shall be in addition to all other rights in law or equity, whether set forth herein or not.

d. The headings herein are inserted for convenience of reference only and shall not be construed to limit or affect the provisions contained herein.

e. Any written notice required under this Purchase Order may be given, among other methods, by certified or registered mail, return receipt requested, telefax and like forms of notice.

f. This Purchase Order shall be governed by and enforced and construed in accordance with the law of the Commonwealth of Pennsylvania without application of conflict of laws principles. Seller irrevocably consents to the exclusive jurisdiction and venue of the courts of the Commonwealth of Pennsylvania or the United States District Court for the Eastern District of Pennsylvania in all matters arising out of or relating to this Purchase Order and Seller further irrevocably consents to service of process by United States certified or registered mail, return receipt requested, at Seller's address set forth herein.