

PULSAR ECOPRODUCTS, LLC GENERAL TERMS AND CONDITIONS OF SALE

1 Exclusive Terms. These are the terms that are referred to on Pulsar Ecoproducts, LLC's (with its subsidiaries and affiliates "Pulsar") order acknowledgement forms and/or invoices, and which are incorporated therein by reference. All orders for goods (together with design and other services incident thereto, referred to as "goods") from Pulsar are subject to: the front and back of Pulsar's order acknowledgement forms, its invoices, these General Terms and Conditions of Sale, and all other attachments, exhibits, schedules and the like presented by Pulsar as a condition to sale (collectively, this "Agreement"). As a material condition to all sales of goods by Pulsar, Pulsar's customer must agree that the terms and conditions of this Agreement are the exclusive terms of the agreement between them. Any of the following will be customer's acceptance of this Agreement: (i) execution and delivery to Pulsar of any document that forms a part of this Agreement as specified above; (ii) placing an order with Pulsar without expressly rejecting these terms by written notice, executed by customer and delivered to Pulsar's President simultaneously with the placing of the order – preprinted terms on customer's purchase order or similar document will not be treated as a rejection; or (iii) acceptance of the goods ordered from Pulsar. No conflicting, varying or additional terms or conditions that may appear in any prior or subsequent purchase order or other document of customer are of any force or effect, and Pulsar hereby expressly rejects and objects to the same, this Agreement being the complete agreement of the parties.

2 Prices and Terms. The price for the goods are as set forth by Pulsar from time to time and invoiced to customer. The prices are exclusive of all shipping, insurance, handling and storage charges, duties and/or sales, use, excise or other taxes, domestic or foreign, all of which must be paid by customer. Orders hereunder are non-cancelable by customer. In the event customer does not accept any goods when tendered, Pulsar may (i) return the goods to customer and adjust the price upward and bill customer on that basis, or (ii) accept return of the goods and charge a restocking charge, and have the right to dispose of the goods on the same basis as on a default as provided in Section 6. All goods returned to Pulsar without its prior written authorization may be returned to customer freight collect. Except as otherwise stated on Pulsar's order confirmation form or invoice, payment for the goods and for all freight, insurance and other charges due Pulsar hereunder, are due in full at or before tender of delivery to customer. Any amount that is not paid when due will bear interest at the lesser of 18% per annum or the maximum rate allowable by law, and interest shall accrue and be payable daily for as long as the delinquency exists. Customer authorizes Pulsar to obtain credit reports, and make other credit inquiries, on customer as Pulsar deems necessary. If any amounts are paid by credit card than this Agreement is customer's authorization for those charges and constitutes its signature on file.

3 Title to Goods; Security Interest. Until customer indefeasibly pays all amounts due therefor, Pulsar shall retain title to all goods purchased hereunder. Without limiting the foregoing, customer also grants Pulsar a security interest in the goods as security for customer's performance of all obligations and payment of all amounts hereunder until fully and indefeasibly performed and paid, which may be a purchase money security interest, and which customer warrants will be first and best. Customer shall perform all acts which may be necessary to perfect and assure retention of such security interest in Pulsar, including but not limited to execution and delivery of security agreement(s), promissory note(s) and/or financing statement(s). This Agreement may be filed as a financing statement and customer appoints Pulsar as its attorney-in-fact to execute other financing statements, which power of attorney is coupled with an interest and is irrevocable. Customer acknowledges that Pulsar designs for itself and others goods similar to customer's goods, and that customer's goods embody intellectual property of Pulsar in addition to that of customer. Pulsar retains all rights in its design works. No good designed by Pulsar for customer or sold to customer hereunder will be deemed a joint work or any other type of work of multiple authorship simply because it embodies intellectual property of both Pulsar and customer, and customer has no right or license to Pulsar's intellectual property embodied in the goods. Customer has the right to market and sell goods purchased from Pulsar hereunder.

4 Insurance and Risk of Loss. Customer acknowledges and agrees that it bears the risk of loss, theft, destruction of, damage and all other casualties to the goods from any cause whatsoever ("Losses"), from and after tender of delivery of the goods to customer. For so long as customer owes Pulsar any amount for goods, customer will keep the goods insured with insurance companies and in such amounts as are acceptable to Pulsar against all Losses, naming Pulsar as loss payee and additional insured and customer agrees to provide Pulsar with a certificate or other evidence of such insurance acceptable to Pulsar. Absent compliance with the foregoing, Pulsar shall have the right, but not the obligation, to obtain such insurance for customer, in which event customer agrees to pay Pulsar for all costs thereof.

5 Inspection; Selection of goods; Disclaimer of Warranties. At the time of delivery, customer shall inspect all goods purchased hereunder. Customer's failure to reject goods in writing at the time of delivery, where customer describes the grounds upon which the goods are being rejected and delivers the rejection to Pulsar's president, is conclusive evidence that customer has accepted the goods. Pulsar warrants that goods purchased hereunder will substantially comply in all material respects with the design and material specifications applicable thereto that were agreed upon by Pulsar in an executed writing. Customer may only reject goods that material fail to comply with this warranty. Other than the warranty in this Section 5, Customer acknowledges that Pulsar has not made and customer has not relied upon any representations or warranties regarding the goods

or this Agreement, and Pulsar MAKES NO OTHER WARRANTIES OF ANY KIND, EXPRESSED OR IMPLIED, INCLUDING BUT NOT LIMITED TO WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE OR USE, PATENT, TRADEMARK, OR COPYRIGHT INFRINGEMENT, TITLE OR OTHERWISE, AND PULSAR HEREBY DISCLAIMS ANY AND ALL SUCH WARRANTIES. Customer's exclusive remedy, in lieu of all other remedies, for a breach by Pulsar of the warranty given by it in this Section 5, is for Pulsar at its election either to (i) bring the goods into substantial design compliance, (ii) reduce the price for the goods as determined by Pulsar to account for the variance from specification, or (iii) accept return of the goods, in which case Pulsar may sell the goods to others on the same basis as on a default as permitted in Section 6. Pulsar shall not be liable to customer nor shall customer have any remedy against Pulsar for any loss, damage or expense of any kind, including but not limited to, consequential, special, incidental or punitive damages or loss of profits, lost data, or for damages based upon strict or absolute liability in tort, damages in contract or by statute, caused directly or indirectly by any goods, and customer agrees to defend Pulsar, indemnify and hold Pulsar harmless for any and all such damages.

6 Default. In the event that customer fails to pay any amount or perform any obligation under this Agreement when due, or becomes insolvent, files for voluntarily bankruptcy or has a bankruptcy filed against it, or makes any assignment for the benefit of creditors, it will be in default under this Agreement. In the event of a customer default, Pulsar may repossess goods to which it retains title; may execute on any security interest it has in goods and may exercise all of the rights of a secured creditor under Article 9 of the Uniform Commercial Code; may declare immediately due and payable all amounts owed by customer to Pulsar; may cancel and terminate this Agreement; may suspend customer's rights and Pulsar's obligations under this Agreement for so long as a default exists; and may exercise any and all other rights at law or in equity. If directed to by Pulsar, customer shall ship the goods to Pulsar at customer's sole expense, or shall make the goods available to Pulsar for repossession or Pulsar may repossess goods without prior demand or notice to customer, and in either case without court proceedings, in either case at customer's expense. Upon a customer default, or upon the other events in this Agreement that provide for triggering this provision (such as goods coming back to Pulsar for any reason), customer grants Pulsar a fully paid, perpetual, non-revocable license under any trademarks, copyrights and other intellectual property embodied in the goods to market and sell the goods at Pulsar's discretion for Pulsar's own benefit to any third party, including to customer's own customers. Exercise of this right by Pulsar is within its own discretion and for its own benefit, and no amount realized will apply to any damages due from customer to Pulsar relating to the goods. Upon a customer default, in the event that customer has already re-sold the goods purchased from Pulsar hereunder, Pulsar may, but need not, seek collection of the customer's receivables for the goods, holding itself out as customer's authorized agent, and may retain any collections against the amounts due from customer to Pulsar without an accounting to customer. Pulsar's rights and remedies upon default by customer are cumulative, not exclusive, and may be exercised by Pulsar in any order at its election.

8 General Provisions. Customer agrees not to disclose to others or to use this Agreement, any information contained herein, or any other confidential or proprietary information and/or materials of Pulsar acquired hereunder or in connection herewith, and will protect the same using no less than reasonable care. Customer may not assign this Agreement in whole or in part and may not assign any of its rights or delegate any of its duties hereunder without Pulsar's written consent that may be withheld for any or no reason, and any attempt to assign or delegate without Pulsar's written consent shall be void. Subject to the foregoing, this Agreement is binding upon and inures to the benefit of the parties and their respective successors and permitted assigns. Neither this Agreement nor any variation or modification of this Agreement or waiver of any of the terms or provisions hereof shall be deemed valid and binding upon Pulsar unless in writing, signed by an officer of Pulsar and delivered by Pulsar to customer. Failure by either party to enforce any term hereof shall not be deemed a waiver of future enforcement of that or any other term. This Agreement shall be construed and interpreted in accordance with the laws of the State of Ohio without regard to conflict of laws. Any suit hereunder shall be brought in the courts, state and federal, sitting in Cuyahoga County, Ohio, and the parties each submit to the jurisdiction and venue of such courts, provided that Pulsar may elect to commence actions in other forums and jurisdictions if it deems necessary or prudent to protect its interests. If any provision of this Agreement is held invalid under any applicable statute or rule of law, such invalidity shall not affect other provisions of this Agreement, and to this end the provisions of this Agreement are agreed to be severable. Notwithstanding the above, such invalid provisions or clause shall be construed to the extent possible in accordance with the original intent of the parties and enforced as so construed. Time is of the essence for performance by customer of all obligations hereunder. Pulsar shall be entitled to recover from customer Pulsar's reasonable attorney's fees and costs incurred by it in any action if Pulsar is the prevailing party, and if allowed by applicable law. Customer expressly waives trial by jury in any action related to this Agreement and performance hereunder. This Agreement is the entire agreement between the parties relating to the subject matter hereof and all prior discussions and agreements are merged herein. All notices will be delivered by hand with signed receipt, sent by a nationally recognized courier service such as Federal Express with signed receipt, delivered by U.S. certified mail return receipt or sent by fax if the receiving machine or the recipient provides confirmation of delivery, to the addresses on Pulsar's order form or at such other address as specified in accordance herewith. Notice is made when delivered.