

PPG CANADA INC. PURCHASE ORDER GENERAL CONDITIONS

1. ACCEPTANCE.

1.1 If this Purchase Order is construed as an offer, this offer expressly limits acceptance to the terms of this offer and notice of objection to any different or additional terms in any response to this offer is hereby given. If this Purchase Order is construed as an acceptance of an offer, this acceptance is expressly conditioned upon the offerer's assent to any different or additional terms contained on the front or reverse side herein (if this Purchase Order is in paper form) or any different or additional terms available by hyperlink to this Purchase Order and referenced herein (if this Purchase Order is made available electronically). If this Purchase Order is construed as a confirmation of an existing contract, the parties agree that this confirmation states the exclusive terms of any contract between the parties. This Purchase Order is accepted by Seller by: (i) written confirmation by Seller, either by facsimile or electronic mail; (ii) electronic acknowledgement (including an acknowledgement through Buyer's electronic procurement program in accordance with the terms specified by such electronic procurement program); or, (iii) Seller undertaking to provide the materials, services or work. Further and to the extent legally permissible, if Buyer is not notified by Seller, in writing, within seven (7) calendar days after receipt by Seller of this Purchase Order that the terms and conditions of this Purchase Order are not acceptable to Seller, Buyer will assume the terms and conditions are acceptable to Seller and will proceed in reliance thereon.

2. INVOICES/ PAYMENTS.

2.1 Seller's invoices shall be in such format and medium (including, without limitation, being in electronic medium as part of Buyer's electronic procurement program) as Buyer may direct from time to time. Payments may be made by cheque, wire transfer, Buyer's Corporate Purchasing Card, or other means mutually agreed upon from time to time. Unless otherwise specified herein, (i) specified payment terms shall begin and payment shall be due after acceptance of the materials or work covered by this Purchase Order at Buyer's designated premises, or receipt by Buyer of proper invoices, whichever is later, and (ii) terms will be 2% 10th prox., net thirty (30) days.

3. PRICES.

3.1 If the price(s) is not stipulated herein, this Purchase Order is not to be filled at any price(s) higher than the last price(s) previously quoted to Buyer by Seller. Unless otherwise specified herein, prices are firm for the term of this Purchase Order and in any event may not be increased without prior documented acceptance from Buyer.

3.2 If at any time during the term of this Purchase Order, Buyer receives from another source an offer to supply material of like quality to that offered by Seller at a price which results in a price lower than the delivered price then in effect hereunder ("Favourable Prices"), Buyer may request Seller to meet such competitive offer. If within five (5) working days after the date of Buyer's request Seller shall not have agreed to meet the competitive offer, Buyer, at its option, may purchase the material from the competitive source and the quantity so purchased shall be deducted from this Purchase Order. Buyer anticipates that it may receive competitive offers from third parties to supply the materials at Favourable Prices through an internet web based trading platform (an "On-line Offer"), and if Seller is provided with a written or electronic invitation to participate in the applicable on-line event that may result in an On-line Offer at least seven (7) calendar days prior thereto, the Seller will meet, or not meet, the Favourable Prices of the On-line Offer during the on-line event. Seller's failure to meet such Favourable Prices during the on-line event shall be deemed a decision not to meet such Favourable Prices regardless of whether Seller specifically notifies Buyer thereof.

4. DUTY DRAWBACK RIGHTS.

4.1 Seller hereby transfers to Buyer all Canadian Goods and Services Tax (GST) and/or Customs Duty drawback rights related to the materials (including rights developed by substitution and rights that may be acquired from Seller's suppliers) which Seller can transfer to Buyer. Seller will inform Buyer of the existence of any such rights and, upon Buyer's request, will supply Buyer with such documents as may be required to obtain such drawbacks, including waivers when required.

5. CHANGES.

5.1 All articles or materials subject to this Purchase Order shall be manufactured or produced in accordance with purchase order requirements and/or specifications. Deviations may be made only by written amendment to the purchase order when authorized by PPG Aerospace/PRC Desoto International's material review team. Existing deviated material may only be shipped after receiving written authorization from PPG Aerospace/PRC Desoto International. A copy of the authorization must be attached to the shipment.

6. PACKING AND SHIPPING.

6.1 Seller shall pack, mark and prepare the materials for shipment in a manner which will prevent damage or deterioration, secure the lowest transportation rates, comply with carrier regulations and otherwise conform to Buyer's instructions. Buyer will pay no charges for packing, crating or cartage unless stated in this Purchase Order.

7. SCHEDULING.

7.1 Deliveries of materials or performance of work shall be strictly in accordance with the schedule referred to on the reverse side hereof and in the exact quantities ordered. Seller will notify Buyer immediately if the schedule cannot be met.

8. WARRANTIES.

8.1 Seller warrants: (a) all materials, services and work furnished hereunder will conform to the requirements of this Purchase Order (including but not limited to all applicable descriptions, specifications, drawings, data and samples, whether supplied by Seller or Buyer) and will be of first class material and workmanship, and free from defects including defects in design, and will be merchantable and fit for the particular purpose(s) for which Seller understands the same are to be used; (b) all materials herein described and their sale or use alone or in combination will not infringe any patents, trademarks, trade secrets or proprietary rights of any third party; and, (c) in performance of this Purchase Order, Seller has complied or will comply, and all materials or work or services furnished hereunder have been produced or furnished in full and complete compliance, with all applicable Federal, provincial, state and municipal laws and ordinances and all lawful orders, rules and regulations thereunder. Without prejudice to Buyer's other rights and remedies Seller, at its expense and as required by Buyer, shall repair, replace or make good at the convenience of Buyer any defective or non-conforming materials or work.

8.2 (a) Each shipment of material shall be accompanied by an accurate certificate of analysis or other mutually agreeable quality control data. Seller acknowledges that buyer, in reliance upon Seller's warranties hereunder, will use the Material without first analyzing it. (b) Seller shall not change the composition, manufacturing location, or process used to produce the material from that present when the material was originally approved by Buyer, without Buyer's written consent. (c) Any container holding the Material when the Material is delivered to Buyer will be labeled with the net weight of the Material contained therein, and the actual weight of the Material contained in any container shall not deviate from the weight shown on the container's label by more than one percent (1%) if the labeled net weight is sixty (60) pounds or less, or by more than one-half of one percent (0.5%) if the labeled net weight is greater than sixty (60) pounds. (d) The Seller shall flow down all Buyer's quality related requirements and key product characteristics, if any, to its sub-tier supplier.

8.3 Seller shall not assign or subcontract this Purchase Order or any of the work hereunder, without the prior written consent of PPG Aerospace PRC-Desoto International, other than to the extent to which subcontracting is necessary for the purpose of obtaining raw material, parts and processes, for which Seller is not equipped and which are portions of the work normally subcontracts in carrying out similar

contracts. Applicable requirements in the purchase order, including key requirements, shall be flow down to sub-tier suppliers.

8.4 Seller shall maintain a quality system that complies with ISO 9000 standards or equivalent. Quality records must be kept for 7 years.

9. INSPECTION.

9.1 Buyer, its customer, regulatory authorities, and their respective representatives reserve the right to inspect and expedite the materials, and their fabrication, and records, at the facilities of the seller and its suppliers.. Inspection by Buyer does not relieve Seller of any warranties or obligations hereunder. All materials or services are subject to final inspection and acceptance by Buyer at destination, notwithstanding any prior payment or inspection at source. However, it is understood that Buyer shall not be obligated to inspect any materials or work until Seller (including any contractor or sub-contractor of Seller) completes the performance of all of its obligations hereunder.

10. USE OF INFORMATION.

10.1 All specifications, drawings, samples, designs and other data or information (“Information”) furnished by Buyer to Seller hereunder or in contemplation hereof or developed by Seller in connection herewith shall remain Buyer's property. All originals and copies of such documents shall be returned to Buyer upon request. Unless such Information was previously known to Seller free of any obligation to keep it confidential, or has been or is subsequently made public by Buyer or a third party, it shall be kept confidential by Seller and used only with respect to this Purchase Order.

11. BUYER'S PROPERTY.

11.1 All tools, tooling, dies, molds, patterns, machinery, fixtures, equipment, software, and any other property furnished to Seller by Buyer or paid for by Buyer for use in the performance of this Purchase Order shall be and remain the sole property of Buyer, subject to immediate removal upon Buyer's request without legal proceedings, notice or liability, used only in filling orders of Buyer, held at Seller's risk for any loss or damage, kept insured by Seller while in Seller's custody or control in an amount equal to the replacement cost thereof, the loss payable to Buyer, and kept free of any lien, attachment, levy, claim or security interest or encumbrance of any kind whatsoever not caused by Buyer. If requested by Buyer, Seller shall execute and return any and all documents and agreements as may be prepared by Buyer acknowledging, among other things, that any such property is the Buyer's property.

12. ALLOCATION.

12.1 Unless otherwise specified herein, in the event that Seller is unable to produce/deliver the materials required hereunder by Buyer due to a circumstance that legally excuses Seller from its' full performance (e.g. a force majeure circumstance), Seller shall allocate its' available supply of the material among its' internal uses and current contract purchasers on a basis no less favourable to Buyer than a pro rata basis.

13. DEFAULT.

13.1 Upon default by either party in performing any obligation hereunder, the other party may give notice in writing of such default to the defaulting party. Unless the default is cured within fifteen (15) days after giving notice, this Purchase Order may be terminated by the party giving notice. Such termination shall not relieve the party in default from any obligations under or from liability for breach of this Purchase Order. Notwithstanding the foregoing, if any material shipped does not conform to its warranties, Buyer may, without prejudice to any of its rights, terminate this Purchase Order without Seller having the right to cure the default. Waiver by either party of a single default, or a succession of defaults, shall not deprive such party of any rights arising by reason of any other default.

14. INDEMNIFICATION.

14.1 Seller assumes the risk of all damage, loss, costs and expense, and agrees to indemnify, defend and hold harmless Buyer, its officers, employees and representatives, from and against any and all damages,

claims, demands, expenses (including reasonable legal fees), losses or liabilities of any nature whatsoever, and whether involving injury or damage to any person (including employees of Seller and Buyer) or property, and any and all suits, causes of action and proceedings thereon arising or allegedly arising from or related to the subject matter of this Purchase Order, except where such injury or damage was caused by the sole negligence of Buyer. This indemnity shall survive the termination or cancellation of this Purchase Order, or any part hereof.

15. INSURANCE.

15.1 For work or services done for Buyer on premises designated by Buyer, Seller shall furnish Buyer, prior to commencement of the work or services, certificates of insurance showing that Seller has Comprehensive General Liability (including automobiles) coverages in the minimum amounts and form as may be specified by Buyer and a clearance certificate or letter confirming that the Seller has Workers' Compensation coverage and that its account with the applicable Workers' Compensation board is in good standing, and such coverages shall not be allowed to change or expire until all services or work have been completed and accepted. The Buyer may retain from any payment otherwise due hereunder the amount of any assessment or contribution due the Seller or any sub-contractor or agent of Seller with respect to Workers' Compensation.

16. DISPUTES.

16.1 Except to the extent of a claim to enforce confidentiality obligations or to collect on an undisputed delinquent account, and as a precondition to instituting any legal action, any controversy, claim or dispute between Buyer and Seller arising out of or relating to the provisions of this Purchase Order shall, upon written request of either party, immediately be referred jointly for resolution to senior executives of each of the Parties who have authority to settle the controversy and who are at a higher level of management than the person(s) with direct responsibility for day-to-day administration of this Purchase Order. Within fifteen (15) days after delivery of the written request of the party, the receiving party shall submit to the other a written response. The request notice and the response shall each include: (i) a statement of the respective party's position and a summary of arguments supporting that position; and, (ii) the name and title of any other person who will accompany the senior executive to any meetings regarding the dispute. Within thirty (30) days after delivery of the disputing party's request notice, the senior executives of both parties shall meet at a mutually acceptable time and place, and thereafter as often as they reasonably deem necessary, to attempt in good faith to resolve the controversy. The parties agree to honor all reasonable requests for information. All negotiations pursuant to this provision are confidential and shall be treated as compromise and settlement negotiations for purposes of applicable rules of evidence. If the controversy has not been resolved by negotiation within forty-five (45) days of the disputing party's request notice, or if the parties failed to meet within thirty (30) days of such request notice, the parties agree to attempt to settle the dispute by mediation. A neutral mediator shall be selected from ADR Chambers or The Private Court in the City of Toronto, or by other means mutually agreed upon by the parties. The mediation shall be conducted under mediation procedure rules selected by the agreed upon mediator, or such other rules mutually agreed upon by the parties. All mediation proceedings are non-binding. This mediation must be concluded within any period mutually agreed upon by the parties or if there is no such agreement, within forty-five (45) days of the selection of the mediator. Unless the parties expressly agree otherwise, each party shall bear its own costs, legal and expert fees incurred in the mediation, and evenly share the cost of the mediator. If after proceeding in good faith (i) the parties are unable to agree on a neutral mediator within thirty (30) days of the failure of the senior executives to meet as required aforesaid or the failure of the senior executives to resolve the dispute, whichever is earlier; or, (ii) with the assistance of a neutral mediator, the parties do not resolve the dispute within the period prescribed in this Section, either party may initiate litigation to resolve the dispute.

17. CANCELLATION.

17.1 Buyer reserves the right to cancel this Purchase Order, or any part thereof, at any time, without cause, by written notice to Seller. In such event, Buyer shall pay for all materials or services delivered, completed, and accepted by Buyer and a reasonable settlement shall be reached, consistent with

the price specified in this Purchase Order. Upon receipt of notice of cancellation hereunder, Seller shall, unless otherwise directed, immediately discontinue all work in process and immediately cancel all orders or subcontracts given or made pursuant to this Purchase Order.

18. NOTICE.

18.1 All documents, notices and communications to be given hereunder or in connection herewith shall be in writing, signed (signing may be by an electronic signature) by the party giving or making the notice or communication and shall be deemed given when: (i) (x) delivered in person or by messenger or (y) sent by facsimile or electronic mail on the date of receipt of a facsimile or electronic mail, provided that the sender can and does provide evidence of successful transmission and that such day is a business day (and if it is not, then on the next succeeding business day) or (z) three (3) business days after being deposited in the Canadian mail in a sealed envelope with sufficient postage affixed, registered or certified, return receipt requested, and (ii) addressed to Seller or Buyer at the addresses set forth on the reverse side hereof, or to such other addresses or designee(s) as may be hereafter designated by a party after providing written notice thereof to the other party.

19. SOLICITATION.

19.1 Seller agrees to report promptly to the Vice President, Purchasing and Distribution, of PPG Industries, Inc., the parent corporation of Buyer, any solicitation by an employee, agent or representative of Buyer or Seller of an offer or gift which is intended to induce or influence the other party to engage in conduct which is corrupt, deceptive or otherwise improper.

20. REPRODUCTIONS.

20.1 This Purchase Order, and all documents relating hereto and thereto, may be stored and/or reproduced by any means or process including electronic or mechanical means. Any reproduction shall be admissible into evidence as the original in any litigation without regard to whether the original is in existence. If a party signs this Purchase Order and then transmits an electronic facsimile of the signature page, (including, without limitation, in PDF format), the receiving party may rely upon such electronic facsimile as an originally executed signature page without any modification or change to this Purchase Order, unless such modification or change is noted on such electronic facsimile by the transmitting party. If this Purchase Order is made available electronically and a party signifies its consent to be bound by this Purchase Order by clicking "I agree" (or words of similar import) where indicated at the bottom of this Purchase Order or otherwise signifies its consent in accordance with the terms specified by Buyer's electronic procurement program, then the receiving party may rely upon such consent to this Purchase Order.

21. MISCELLANEOUS.

21.1 (a) The failure of either party in any one or more instances to insist on performance of any of the provisions hereof, or any part thereof, shall not be construed to be a waiver of such provision, or any part thereof in the future; (b) This Purchase Order, its performance, any interest herein or in any monies due or to become due herein, may not be assigned or subcontracted by Seller without the prior written consent of Buyer; (c) The remedies herein reserved by Buyer shall be cumulative, and additional to any other or further remedies provided in law or equity; (d) All claims for monies due or to become due from Buyer shall be subject to deduction by Buyer for setoff or counterclaim arising out of this or any other of Buyer's contracts or agreements with Seller; (e) This Purchase Order is executed in English, and in the event this Purchase Order is translated into a language(s) other than English this version in English shall be controlling on all questions or interpretations and performance; (f) This Purchase Order, including all documents referenced herein, contains the entire agreement of the parties with regard to the subject matter hereof, supersedes any prior communications, commitments or contracts between the parties relating to the subject matter hereof, and no modification of this Purchase Order shall be of any force or effect unless reduced to a writing that specifically references this Purchase Order, states an express intent to modify or amend this Purchase Order, and is signed by the parties; and, (g) This contract is made under the laws of the Province of Ontario (without giving effect to the conflict of law principles thereof) and this contract shall be governed by and construed in accordance with the laws of the Province of Ontario and the laws of Canada applicable therein (except as the provisions of such laws are herein varied), and in the previous regard Seller and Buyer mutually agree that

the United Nations Conventions on Contracts for the International Sale of Goods does not apply to this Purchase Order or the sale by Seller to Buyer of the materials.

22. EXPORT CONTROLS

22.1 Buyer and Seller each acknowledge that they, as well as the materials, services, work and technology (“Items”) sold or otherwise transferred under this Purchase Order, may be subject to U.S. and other export controls, embargoes, sanctions and similar laws, regulations and requirements (“Export Controls”), as well as Buyer’s export policies, controls, and procedures as communicated to Seller in writing by Buyer during the course of their business relationship hereunder (“Export Compliance Requirements”). Seller agrees to: (1) comply with Export Controls; (2) comply with Seller’s obligations under Export Compliance Requirements; and, (3) provide Buyer with all information and documentation deemed necessary by Buyer in order for Buyer to comply with all Export Controls as they relate to this business transaction. Seller is to report to Buyer’s Chief Compliance Officer (“CCO”) any suspected or actual violations of any Export Controls that involve Items or employees of Buyer or its subsidiaries, to the extent such reporting is legally permitted in Seller’s country. Seller may also report any suspected or actual violations of Export Compliance Requirements or of Buyer’s Global Code of Ethics (“Code”), especially the portion of the Code related to export compliance regulations. Any such reports may be submitted anonymously and in confidence, without threat of retaliation, by one of the following three options (information on the options is available at www.ppg.com): (i) Buyer’s Hotline; (ii) Buyer’s online reporting system; or, (iii) direct email to Buyer’s CCO (ChiefComplianceOfficer@ ppg.com). Notwithstanding anything to the contrary set forth in this Purchase Order, should Seller fail to comply with (i) Export Controls or (ii) Export Compliance Requirements, Buyer reserves the right to immediately terminate this Purchase Order and its business relationship with Seller without liability therefor to Seller.