

Atlas Carbon, LLC

Terms and Conditions of Sale

1. Terms; Acceptance of Orders; Entire Agreement. All purchase orders ("Orders") received from a customer ("Customer") by Atlas Carbon LLC, as seller ("Atlas"), are subject to acceptance by Atlas, and Atlas reserves the right to reject any Order. Except as otherwise specifically agreed in writing by Atlas, acceptance of an Order is expressly conditioned on Customer's assent to these Terms and Conditions of Sale ("Terms") and the waiver by Customer of any terms and conditions contained in any Order, confirmation, or any other communications of Customer, whether previously or hereafter delivered to Atlas, which either add to, differ from, modify, conflict with or are otherwise inconsistent with the Terms, other than the type and quantity of products ordered. Atlas hereby gives notice of its objection to and expressly rejects any additional or different terms or conditions in any such Order, confirmation or communication. Customer's failure to object in writing to these Terms prior to the earlier of Customer's acceptance of the products ordered or ten (10) days after delivery thereof to Customer will constitute agreement by Customer to these Terms. These Terms constitute the entire agreement of the parties with respect to the subject matter herein except for a fully signed and executed supply contract between Atlas Carbon LLC and the ordering party. These Terms may not be altered or modified except in writing duly executed by both parties. Trade custom, trade usage and past performance are hereby superseded and shall not be used to interpret these Terms. Clerical errors are subject to correction in all cases.

2. Production and Delivery Dates. Due to rapid changes in production levels and customer requirements, Atlas cannot commence manufacturing nor commit to an estimated schedule until it has received and accepted the Order. Atlas will schedule manufacturing of product based on available production capacity at the time of receipt of all necessary information. The completion of the Order is subject to acts of God or public enemy, fires, severe weather, strikes and labor shortages, delays caused by governments or any other authority, delays of suppliers in furnishing materials or services, war declared or undeclared, civil war, revolution, civil commotion or other civil strike, riot, strikes, blockade, embargo, sanctions, epidemics and any other causes beyond Atlas's control. In such event, Atlas will reschedule the Order into the next available production cycle. Once established by the parties, delivery dates are estimates and are not guaranteed. Atlas will use commercially reasonable efforts to make deliveries as scheduled and reserves the right to make partial deliveries.

3. Prices. Prices for product and services will be as agreed to by the parties in writing. If no price is agreed upon, the price shall be Atlas's regular price on the date of delivery. Unless otherwise agreed by Atlas in writing or in the Order, Atlas reserves the right to modify its prices without notice. Unless agreed by Atlas in writing, all prices exclude installation, shipping and handling charges, sales, use, excise, VAT or similar or other taxes or duties. Customer must pay these taxes or duties directly if the law permits or will reimburse Atlas if Atlas is required to collect and pay them. If applicable, Customer will provide certificates of tax exemption in advance, or will provide evidence of tax payment upon request. All payments are due in the currency specified on Atlas's invoice.

4. Delivery, Title and Risk of Loss. Unless otherwise agreed to by Atlas in writing, products will be delivered EXW (Incoterms 2010) Atlas's facility. Title and risk of loss pass to Customer when the products are made available to Customer at Atlas's facility. All delivery dates are approximate and Atlas shall not be liable for any damages of any kind resulting from delay in delivery. Selection of carrier and routing of all deliveries shall be at Customer's option, unless Atlas is responsible for shipping.

5. Quantities. Atlas will deliver products within ten percent (10%) of the quantity ordered (over or under). Customer will accept and pay for the actual quantity of products delivered within this parameter and any amount delivered within this parameter constitutes full satisfaction of the Order.

6. Payment. Payment terms will be as agreed to by the parties in writing or, if not so agreed, pursuant to the terms set forth in the invoice. If no terms are specified on the invoice, payment will be net cash 30 days from the date of invoice in United States Dollars, unless otherwise specified, and free of any deductions or set-off. Invoices for partial deliveries shall be payable in accordance with this paragraph even though delivery of all products sold hereunder is not completed as of the date of the invoice. All late payments will bear interest on the unpaid amount at the lesser of one and one-half percent (1 1/2%) per month or the maximum rate permitted by law. If any action is taken by Atlas to collect any amount due hereunder, whether through a

collection agency, attorney or otherwise, Customer will pay all costs (including, without limitation, interest, court costs and attorneys' fees) incurred by Atlas in collecting such amount. Atlas in its sole discretion and determination, may require Customer to provide sufficient evidence of its ability to pay Atlas any amounts that may become due under the Order. Such evidence may include, but is not limited to, local bank affirmation of Customer's credit, an irrevocable confirmed letter of credit payable at sight issued by a bank acceptable to Atlas in favor of Customer; or letter of credit issued by a bank acceptable to Atlas for all amounts due Atlas as a result of Customer and Atlas's activity hereunder. Documents satisfactory to Atlas evidencing Customer's ability to pay shall be given to Atlas at its request prior to any sale of products by Atlas to Customer.

7. Cancellation. Orders placed by Customer with Atlas may not be cancelled subsequent to the initiation of the manufacturing process except upon Atlas's written consent, and subject to Customer's acceptance of Atlas's then-current cancellation and/or restocking charges that protect Atlas against applicable costs and losses arising from such cancellation. Customer shall indemnify Atlas for all such costs and losses it sustains arising from Customer's cancellation of an Order without Atlas's written consent.

8. Specifications. Atlas will manufacture product in accordance with Atlas's product specifications and standards or other specifications and standards agreed to between Atlas and Customer in writing (collectively, the "Specifications"). Atlas is not an expert at Customer's end use requirements; accordingly it is Customer's responsibility to determine that the products are safe, lawful and suitable for the intended end use application before placing them into the marketplace.

9. Warranties. All product delivered to Customer will, at the time of such delivery, be free and clear of all liens, security interests and other encumbrances and will conform, in all material respects, to the Specifications. EXCEPT AS EXPRESSLY SET FORTH IN THIS SECTION, THE WARRANTIES OF ATLAS SET FORTH HEREIN ARE EXCLUSIVE AND ARE IN LIEU OF ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, WHETHER CREATED BY CONTRACT OR BY OPERATION OF LAW, INCLUDING BUT NOT LIMITED TO WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. Atlas's liability under this warranty or in connection with any claim relating to the products shall be as set forth in Section 10 below. Atlas makes no warranty with regard to any products sold hereunder which are not manufactured by or for Atlas, and the only warranty attaching to such products shall be that of the original manufacturer, if applicable.

10. Nonconforming Product. Upon delivery, Customer shall promptly inspect products for defects, loss or shortage. Customer must notify Atlas in writing of any alleged breach of Atlas's obligations under this Section 10 and hold such products for Atlas's inspection. Customer does not have the right to reject nonconforming products to the extent that: (a) the products were not stored in normal warehousing conditions in the original packaging as delivered, (b) such products were exposed to temperatures less than 40°F or higher than 120°F, or (c) the products were used for purposes other than its approved and intended uses. Customer must provide to Atlas all materials and documentation necessary for the investigation or resolution of any nonconforming product claims, including, but not limited to, product samples, weight tickets, and shipping and warehousing documents. In case Atlas accepts the defective nature of the products, Atlas will exercise its commercially reasonable efforts to, at its option, either replace at the original point of delivery (EXW (Incoterms 2010) Atlas's facility), or allow a credit for, any such nonconforming products as soon as reasonably possible. Nonconforming products properly and timely rejected by Customer will either be returned in accordance with Atlas's reasonable instructions and at Atlas's expense or disposed of by Customer in a manner authorized in advance and in writing by Atlas. Products may in any case not be returned without prior written authorization from Atlas. In case of loss or shortage of products, and without prejudice to Section 5, Atlas will deliver the full quantity ordered. Atlas's remedial obligations under this Section 10 will expire unless Customer notifies Atlas in writing of an alleged defect (i) in the case of a visible defect, immediately upon becoming aware of its existence and in any event within five (5) days after delivery and (ii) in case of a hidden defect, within five (5) days of becoming aware of its existence, and in any event within ninety (90) days from the date of delivery. Claims for loss or shortages will only be allowed if such loss or shortages are reported to Atlas within ten (10) days from the date of delivery. Customer hereby waives all claims and actions not brought against Atlas in accordance with this paragraph.

11. Limitations on Liability. CUSTOMER'S SOLE AND EXCLUSIVE REMEDY FOR NONCONFORMING PRODUCTS IS THE REPLACEMENT OF THE PRODUCTS OR THE REFUND OF THE PURCHASE PRICE PAID, WHICHEVER OPTION ATLAS SELECTS. ATLAS'S LIABILITY FOR ANY LOSS OR DAMAGE ARISING OUT OF OR RESULTING FROM OR IN ANY WAY CONNECTED TO THE ORDER SHALL NOT EXCEED CUSTOMER'S PURCHASE PRICE FOR THE PARTICULAR PRODUCTS OR SERVICES UPON WHICH SUCH LIABILITY IS BASED, REGARDLESS OF WHETHER SUCH LIABILITY ARISES IN CONTRACT, BREACH OF WARRANTY, TORT, STRICT LIABILITY OR UNDER ANY OTHER LEGAL THEORY. IN NO EVENT WILL EITHER PARTY BE LIABLE TO THE OTHER PARTY FOR ANY SPECIAL, INCIDENTAL, CONSEQUENTIAL, EXEMPLARY, MULTIPLE OR OTHER INDIRECT DAMAGES OR FOR LOSS OF PROFITS, LOSS OF DATA OR LOSE OF USE DAMAGES, ARISING OUT OF THIS ORDER, HOWEVER CAUSED AND ON ANY THEORY OF LIABILITY. THIS LIMITATION APPLIES EVEN IF THE OTHER PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

13. Governing Law; Commencement of Actions. Each Order will be governed by and construed in accordance with the laws of the State of Wyoming, without regard to its conflict of laws provisions. The parties exclude the application of the United Nations Convention on Contracts for the International Sale of Goods. Any action based upon breach of these Terms or upon any other claim arising out of any Order (other than an action by Atlas for the purchase price) must be commenced within six (6) months from the delivery date or, in the case of a cause of action based upon an alleged breach of warranty, within six (6) months after the expiration of the applicable warranty period. Atlas shall have an opportunity to inspect all goods subject to any actions and to conduct an adequate investigation of the facts surrounding such actions.

14. Loss to Customer's Property; Patent and Copyright Infringement. Atlas shall not be liable for, and shall have no duty to provide insurance against, any damage or loss to any goods or materials of Customer which are used by Atlas in connection with this Order. Where Atlas has agreed that any product sold hereunder shall be manufactured in whole or in part from specifications furnished by Customer, Customer represents that such specifications furnished by Customer do not infringe upon the intellectual property rights of any third party. Customer shall indemnify Atlas against and save harmless Atlas from all loss, damage and expense arising out of any suit or claim against Atlas for infringement of any patent, trademark, or copyright or of any other intellectual property rights of any third party because of Atlas's manufacture of such product or because of the use or sale of such products by any person. At Atlas's option, upon receipt from Atlas of written notice of any such suit or claim, Customer shall appear in and assume the defense of any litigation which may result from such infringement.

15. Export. If products are to be exported to Customer, such export shall be subject to Customer's ability to obtain export and import licenses and other necessary documents within a reasonable period. Customer shall furnish all consular legalization and documents and custom declarations and will accept and bear all responsibility for the fee(s) relating to Customer's activity as well as for penalties resulting from errors or omissions thereon.

16. Miscellaneous. Headings set forth herein are inserted for convenience and have no effect on the interpretation or construction of these Terms. If any provision of these Terms is deemed as a matter of law to be invalid, illegal or unenforceable, in whole or in part, such provision shall be ineffective to the extent of such violation without invalidating the remainder of that provision and any other provision of these Terms. The failure of either party hereto to require strict compliance with or complete performance of any obligation of the other party hereto by such other party shall not be construed as a waiver or relinquishment of any such obligation or of any other obligation. Any waiver by either party of a breach of any term, provision or condition of these Terms shall not constitute a waiver of any subsequent breach of the same or any other term, provision or condition of these Terms. Customer may not assign any of its rights or obligations hereunder without the prior written consent of Atlas. A change in control of Customer constitutes an assignment hereunder. Any specifications, or other data attached to any quotation, furnished by Atlas shall be deemed to be a part thereof. Quotations furnished by Atlas are not intended as and shall not be construed as constituting an offer to Customer unless specifically indicated on the front of such document. Any quotation of Atlas is subject to, and shall not become binding upon Atlas until (i) actual receipt by Atlas of Customer's written order based on all the terms and conditions stated herein, without qualification, within 60 days after the date of the quotation or such other time period as specified by Atlas, and (ii) Atlas's written acceptance of such Order. Provisions of these Terms that are intended to survive termination or completion of an Order shall survive in accordance with their terms.