

**ATTACHMENT TO COLUMBIANA HI TECH
PURCHASE ORDER
GENERAL TERMS AND CONDITIONS FOR GOODS AND SERVICES**

1. ACCEPTANCE; INTEGRATION:

A) This purchase order ("Order") is Buyer's offer to Seller and does not constitute an acceptance by Buyer of any offer to sell, quotation or proposal. Any reference to an offer to sell, quotation or proposal is solely for the purpose of incorporating the description and specifications of the goods and services contained therein to the extent that such description and specifications do not conflict with the description and specifications on the face of this Order. This Order consists only of the terms contained in this attachment and on the face of this Order and any supplements, specifications or other documents expressly incorporated in this Order by reference.

B) It is expressly agreed that Seller's acknowledgment or confirmation of this Order or shipment of the goods or performance of the services called for by this Order shall constitute agreement by Seller to the terms and conditions contained in this Order. This Order supersedes all other writings or oral agreements and is expressly conditional upon Seller's acceptance. Any additional or different terms or conditions contained in Seller's proposal or in any acknowledgment of this Order by Seller shall be deemed objected to by Buyer without need of further notice of objection and shall be of no effect nor in any circumstance binding upon Buyer unless accepted by Buyer in writing. This Order may only be modified by a written agreement signed by both parties which expressly modifies this Order.

2. NON-ASSIGNMENT / SUBCONTRACTING: Assignment by Seller of this Order or any part thereof without the written consent of Buyer shall be void. Seller may only use subcontractors that are approved in writing by Buyer for the performance of the services or the manufacture of the goods covered by this Order. Before engaging any subcontractor in connection with the performance of the Order, Seller shall obtain the agreement of that subcontractor to comply with the provisions of this Order. Seller shall ensure that subcontractors comply with all such obligations of this Order.

3. GOVERNMENT REGULATIONS: Seller shall, in connection with any goods or services provided by Seller hereunder, comply with all applicable federal, state and local laws, rules, regulations, permitting and licensing requirements.

If Seller is notified of any claim, or anticipated claim related to this provision, Seller shall immediately contact Buyer with the details of such claim. Seller shall indemnify, defend, and hold harmless Buyer from any claim, fine, penalty or cost (including attorney's fees and other costs of investigation and defense) arising out of or relating to Seller's failure to comply as required above.

4. INDEMNITY AND INSURANCE: Seller shall indemnify, defend and hold harmless Buyer against all damages, liabilities, claims, losses and expenses (including attorneys' fees and other costs of investigation and defense) arising out of or relating to any defect in the goods or services purchased hereunder or from any failure by Seller to fully comply with the provisions of this Order or from any act or omission of Seller, its agents, employees or subcontractors. Seller shall maintain commercial general liability insurance (including products and completed operations liability and contractual liability), and automobile liability insurance (including liability for hired and non-owned vehicles) all with combined single limits of not less than Two Million Dollars (\$2,000,000) per occurrence and in the aggregate. Seller shall also maintain workers' compensation and employer's liability to comply with state specified minimum limits but not less than One Million Dollars (\$1,000,000) per occurrence. Higher limits of insurance, and Excess or Umbrella Liability Insurance may be required by Buyer pursuant to Article 12. Seller agrees to submit certificates of insurance evidencing its insurance coverage when requested by Buyer. All commercial general, automobile, and Excess Liability policies, if any, shall include Buyer as additional insured for its liability arising out of Seller's operations. Seller and its insurers shall waive all rights of subrogation against Buyer under those policies required by this Order.

5. TIME OF PERFORMANCE: Time is of the essence for Seller's performance of this Order, and services shall be performed and goods delivered in strict accordance with the schedule specified in this Order.

6. TITLE AND RISK OF LOSS OF GOODS: Unless otherwise specified in this Order, all risk of loss of or damage to the goods furnished under this Order shall pass to Buyer upon delivery and acceptance by Buyer. Title shall pass to Buyer F.O.B. common carrier at the destination point for goods shipped within the United States and DDP otherwise.

7. SUSPENSION / TERMINATION: Buyer may at any time delay, suspend or terminate this Order in whole or in part for its convenience upon written notice to Seller in which event Seller shall be entitled to reasonable direct charges resulting solely from such delay, suspension or termination and consisting of a percentage of the Order price reflecting the percentage of the work performed prior to delay, suspension or termination plus actual direct costs resulting from delay, suspension or termination. Seller shall use its best efforts to minimize such costs through recovery from salvaging and other utilization opportunities. SELLER SHALL NOT BE ENTITLED TO PAYMENT IN EXCESS OF THE PURCHASE PRICE AND IN NO EVENT SHALL SELLER BE ENTITLED TO LOST OPPORTUNITY COSTS, UNABSORBED OVERHEAD, ANTICIPATED PROFITS, OR ANY OTHER INDIRECT DAMAGES AS A RESULT OF SUCH DELAY, SUSPENSION OR TERMINATION.

8. TERMINATION FOR DEFAULT:

A) If Seller is insolvent, adjudged bankrupt, makes a general assignment for the benefit of its creditors or if a receiver is appointed on account of Seller's insolvency, or if Seller does not correct any default or failure to comply with any of the requirements of this Order after being notified of such default or failure by Buyer, Buyer may, by written notice to Seller, without prejudice to any other rights or remedies which Buyer may have under this Order or at law, terminate this Order in whole or in part.

B) Buyer may terminate this Order in whole or in part if Seller fails or refuses to deliver any of the goods or services in accordance with the Order schedule, or Seller otherwise violates any of the terms and conditions of this Order, or if it becomes evident that Seller is not conducting the work in accordance with the specifications, or with such diligence as to permit delivery or completion of performance in accordance with the Order schedule

C) In the event of such termination under A) or B), Buyer may complete the performance of this Order by such means as Buyer selects and Seller shall be responsible for any costs or damages incurred by Buyer in such performance. Any amount due to Seller for work delivered by Seller in full compliance with the terms of this Order prior to such termination shall be subject to set off of Buyer's additional costs of completing the Order and damages incurred by Buyer as a result of Seller's default. Waiver by Buyer of any default of Seller shall not be considered to be a waiver by Buyer of any provision of this Order or of any subsequent default by Seller. Buyer shall have all of the rights and remedies prescribed by law for Seller's default, in addition to those specifically provided for herein. Acceptance by Buyer of all or any part of the goods or services shall not constitute a waiver of any claims which Buyer may have for delays in delivery. When termination hereunder is only partial, Seller shall continue the performance of this Order to the extent not terminated.

9. PROPRIETARY INFORMATION: Seller agrees to treat in strict confidence, and not to disclose to any third party, other than its subcontractors subject to a similar confidentiality requirement, any information transmitted to Seller by Buyer in connection with the performance of this Order or developed by Seller under this Order and property of Buyer as provided in Article 10 (collectively hereinafter referred to as "Information"), without: (1) the prior written consent of Buyer, and (2) fulfilling such conditions as Buyer may require.

The above restrictions shall not apply with respect to:

- a. information which at the time of disclosure is generally available to the public;
- b. information which after disclosure becomes generally available to the public by publication or otherwise other than as a result of a violation of this Article;
- c. written information which was in Seller's possession prior to first disclosure from Buyer;
- d. information received by Seller after the time of first disclosure hereunder from a third party without notice to Seller of any obligation of confidentiality or other restrictions with respect to use thereof; or
- e. information which is independently developed by Seller as documented in Seller's written records;
- f. information which is required by appropriate legal authority to be disclosed, but only to the extent of such requirement and only after giving prior written notice to Buyer and cooperating with Buyer in its efforts to limit or otherwise protect the information to be disclosed.

Seller shall not use the information for any purpose other than as

necessary for the performance of this Order. No implied or express license or right of use is granted by Buyer to Seller under this Order, in any patent or information of Buyer, including that which is incorporated in any technical data, technical services, equipment, goods, materials, or software of either party.

Upon request of Buyer, Seller, at its own cost, shall within thirty (30) days following receipt of such request:

- deliver to Buyer or to any person nominated by Buyer, all documents or other material comprising, consisting of or including information, whether held in electronic form, hard copy form or any other temporary or permanent medium; or
- destroy them in a manner approved by Buyer and certify in writing to Buyer that this has been done.

In the event of a breach of the confidentiality provisions in this Article 9, and in addition to any other remedies available to Buyer, Buyer shall be entitled to equitable relief, including injunctive relief and specific performance.

Buyer and Buyer's customers shall have the right to copy, use and disclose to third parties all documents, drawings and other information delivered in connection with this Order.

10. INTELLECTUAL PROPERTY: Buyer shall own, have and retain the right to publish, use, have used, and permit others to publish, use, and/or have used, any information, reports, documents, designs, specifications, plans, drawings, patterns, samples, data, electronic media or other materials ("Deliverables") developed by Seller or any of its subcontractors or submitted to Buyer in the course of performance of the services or delivery of goods for Buyer which shall be deemed work for hire. Seller shall not obtain any rights in or title to any Deliverables developed in connection with such work. If the Deliverables do not qualify as work for hire or if a third party owns any interest in the Deliverables, Seller hereby grants to Buyer a world-wide, fully paid, perpetual, irrevocable and transferable license to use, copy, modify and prepare derivative works of such Deliverables.

11. PATENTS: Seller agrees to indemnify, defend and hold harmless Buyer against any claim, suit or action against Buyer or against Buyer's customers selling or using the goods or services covered by this Order for alleged infringement of any patent, trademark, copyright or trade secret relating to such goods or services and to indemnify and save Buyer harmless from any damages, liabilities, claims, losses and expenses (including attorneys' fees and other costs of investigation and defense) paid or incurred by Buyer relating to any such claim, suit or action, whether against Buyer or Buyer's customers selling or using the goods or services covered by this Order.

In addition, if such services or goods, or any part thereof, are in such suit held to constitute infringement and their use is enjoined, Seller shall, at its option and own expense:

- either procure for Buyer the right to continue to use such services or goods or part thereof, or replace them with non-infringing, but functionally equivalent, services or goods, or modify them so they become non-infringing but remain functionally equivalent; or
- if the foregoing is impracticable or impossible, refund the price paid for such infringing services or goods.

12. CHANGES AND MODIFICATION OF AGREEMENT:

(A) Buyer may at any time, by written Order revision, make changes in the scope of work to be provided hereunder including changes to drawings and specifications as deemed necessary by Buyer. If such change will affect the price or delivery schedule of this Order, Buyer and Seller shall mutually agree in writing upon an equitable adjustment in the price and/or delivery date to reflect the effect of such change. All claims by Seller for adjustment under this article must be asserted within 20 days from the date the change is ordered by Buyer. Seller shall not suspend performance of this Order while Buyer and Seller are in the process of making such changes and any related adjustments, and upon release in writing by Buyer, Seller shall comply with and perform such changes in accordance with the terms of this Order.

(B) Changes to the work by Seller shall be made only with the prior written approval of Buyer. No other changes, modifications, substitution of material, alteration or waiver of or to the requirements of this Order shall be effective unless made or accepted in writing by an authorized representative of Buyer. Any goods or services performed by Seller in the absence of such written authorization shall be at Seller's risk and Buyer shall have no obligation for payment for such goods or services.

13. WARRANTY:

Warranty with respect to goods: Seller expressly warrants that all goods supplied hereunder shall be: i. conforming to the specifications, drawings, samples or other description upon which this Order is based, ii. fit and sufficient for the purpose intended, iii. merchantable, iv. of good material and workmanship, v. free from defects and vi. free from defect in design if Seller designed the goods. Seller agrees to warrant the goods for two (2) years from

delivery, unless a different period is provided elsewhere in this Order.

Warranty with respect to Services: Seller warrants that the services, and associated deliverables provided hereunder shall: i. conform to the specifications, drawings, samples, and other descriptions upon which this Order is based, ii. conform to the highest accepted standards of care and practice appropriate to the nature of the technical or professional services rendered, iii. be free from defects, and iv. as to the recommendations, guidance and performance of its personnel, reflect the best professional knowledge and judgment. Seller agrees to warrant the services for two (2) years after completion of such services, unless a different period is provided elsewhere in this Order.

Buyer's inspection, test, acceptance or use of the goods or services furnished hereunder shall not affect Seller's obligation under this warranty, and such warranty shall survive inspection, test, acceptance and use.

This warranty shall apply to Buyer, its successors, assigns, customers and the users of its products or services.

In addition to any other remedies available to Buyer, Seller agrees to repair, replace or otherwise correct defects (including labor and transportation) in any goods or reperform services not conforming to the foregoing warranties promptly, without expense to Buyer, when notified of such non-conformity by Buyer. Seller shall not correct defective goods by repair, and repaired goods will not be accepted, unless Buyer's prior written consent have been obtained with respect to (i) the method of repair and (ii) any departures from applicable specification and/or design requirements of Buyer, Seller, or Buyer's customer. Repaired or replaced goods or components thereof or reperfomed services shall be warranted on the same basis as the original goods or services. If Seller fails to promptly correct defects, repair or replace non-conforming goods or reperform non-conforming services, Buyer, after notice to Seller, may reperform or have the services reperfomed by others or make such corrections or repair or replace such goods and charge Seller for the costs and expenses incurred.

14. REPRESENTATIONS: Seller represents and warrants that as of the date hereof:

- Seller is duly organized, validly existing and in good standing under the laws of the jurisdiction of its organization and has full power and authority to enter into and perform this Order.
- No prior commitments exist which would prevent Seller from accepting the contractual relationship established by this Order.
- Seller understands the nature and scope of the services or goods required by this Order and all relevant matters which may affect or govern the performance of the services or delivery of the goods.

Seller represents and warrants to Buyer all of the following, as of the date hereof and on a continuing basis until the Order has been fully performed:

- Seller has the technical competence, required professional licenses, financial capacity, management skills, resources and equipment necessary to perform its obligations under this Order.
- Seller's personnel are competent, qualified, and skilled for the intended purpose of carrying out the performance of the services or procurement and delivery of the goods as required by this Order.
- Seller is at all relevant times in compliance with all requirements of this Order, and has obtained all necessary licenses, permits, consents, approvals and other authorizations required for the performance of the services or delivery of the goods.

15. TAXES: The Order price includes any present and future federal, state, local or other taxes, duties, fees, and other charges levied against Seller and applicable to this Order for the goods and/or the services provided by Seller. The Order price also includes the taxes, if any, levied on wages and/or salaries paid to Seller's employees. Seller accepts full and exclusive liability for the payment of any and all contributions or taxes imposed upon it relating to this Order, including but not limited to income, unemployment insurance, or employee benefits offered by Seller.

If Buyer is required to pay any taxes or contributions of the type set forth in this Article, Seller shall reimburse Buyer for such payments. If Seller is required by applicable law or regulation to charge a sales tax, or similar tax, on the goods and services provided by Seller, Buyer shall pay such tax to Seller or alternatively provide a valid re-sale or other sales tax exemption certificate thereby relieving Seller of its obligation to charge and collect such sales tax.

16. INDEPENDENT CONTRACTOR: Seller will provide the services or deliver the goods as an independent contractor and nothing herein shall be construed to create the relationship of employer and employee, principal and agent, partnership or joint venture as between Seller and Buyer. Seller employees are not employees, agents or representatives of Buyer. No representative of Seller has authority to commit Buyer in any way to perform or to pay money for services or goods. As an independent contractor, Seller

has complete control, supervision and direction over its equipment and personnel and over the manner and method of the performance of the services or manufacture and delivery of the goods. Any instructions or directions of any kind given by Buyer do not relieve Seller of its duties and obligations as an independent contractor. Buyer is not acting as a design professional during the performance of this Order and is not assuming control over the means and methods of Seller's performance.

17. GOVERNING LAW: This Order shall be construed and interpreted in accordance with the laws of the State of North Carolina without application of any conflict of law statutes.

18. ACCESS TO WORK: Buyer or its customer or their agents shall at all times have access to all places of manufacture where goods are being or were made or prepared for use or services are performed under this Order and shall have full facilities for unrestricted inspection of such goods or services and full access to all manufacturing records including materials, inspection records and quality assurance records for a complete review or audit, including the right to make copies of any such records.

19. PRICE: The Order price may be fixed price, or on a time and material basis at the prices and rates referred to in this Order which shall apply during the whole term of performance of this Order, or any other pricing mechanism referred to in this Order.

If a target price is applicable:

- no sum in excess of the target price(s) amount shall be paid without the prior written agreement of Buyer, and Seller shall continue performance of the services or manufacture and delivery of the goods pending resolution.
- Seller shall notify Buyer when the cumulative amount payable for services or goods exceeds seventy-five percent (75%) of a target price(s).

In addition, if specified in this Order, Buyer shall also reimburse Seller at cost for travel expenses (transportation, lodging and meal expenses) reasonably incurred by Seller in performing services or providing goods.

20. INVOICING & PAYMENT: Separate original invoices are required for each Order. The discount period and net payment period will be calculated from the date of receipt of goods, services, and/or invoices; whichever is later. Payment of an invoice does not constitute inspection and acceptance of the applicable goods or services. Seller shall invoice Buyer for the services or the goods promptly after the performance of the services or delivery of the goods. Each invoice shall set forth the title and the number of this Order and the amount due in the currency as defined in the Order. Buyer will not be responsible for any currency rate changes. With respect to travel expenses, if reimbursable, Seller shall submit an itemization of any reimbursable expenses claimed which shall be accompanied by documentation including receipts evidencing such expenses.

If requested by Buyer, Seller shall separately state, combine or separately invoice items in order to minimize the amount of value-added tax, goods and services tax, sales tax or other taxes which Seller is required by law to collect for which it will, if allowed to do so on the face of this Order, seek reimbursement from Buyer (including any tax that may be assessed against Buyer but collected by Seller) applicable to any transaction under this Order.

Seller agrees that all invoices shall be submitted in a timely manner but in no event more than forty-five (45) days after completion of the service or delivery of the goods. Buyer shall have no obligation for payment of invoices received beyond this date. Buyer shall have the right to audit Seller's financial books and records as needed to verify the correctness of Seller's invoices, to investigate any claims made by Seller and to confirm Seller's compliance with this Order.

Seller is solely responsible for payment of all of its subcontractors, suppliers or agents.

21. BUYER APPROVALS: Buyer's approvals of Seller's designs, drawings, samples, test results, procedures, processes, schedules, etc., as may be required by this Order are intended only for the purpose of assuring Buyer that Seller is proceeding in a manner which it appears will result in goods or services meeting the requirements of the Order. No such approval shall in any way limit or diminish Seller's warranties hereunder, or relieve Seller of its responsibility for designing and/or providing the goods and services to be supplied hereunder, or be construed to imply that Buyer acknowledges or warrants to Seller in any manner whatsoever that Seller's work will result in finished goods which will satisfy the requirements of this Order.

22. QUALITY ASSURANCE: The following quality provisions are applicable to this Order and changes thereto, unless otherwise specified by the Buyer in writing.

Initial shipment of Seller controlled non-proprietary products must be accompanied by two (2) legible copies of seller's applicable drawings, specifications, catalog pages or other material data sufficient to permit Buyer to perform incoming inspection/test and acceptance.

Seller requests for Buyer consideration of discrepant material or acceptance of proposed repair must be forwarded to the Buyer complete with supporting data sufficient to permit proper judgment to be made. Such requests need not be made for items of obvious "scrap" status or items which will be completed to drawing and/or specification requirements.

Prompt action shall be taken to detect and correct conditions which have resulted or could result in the production of non-conforming articles. Seller's corrective action system shall cover all phases of inspection system activities from material procurement through delivery of articles to Buyer, including corrective action with Seller's suppliers. Seller shall respond promptly to Buyer's request for reports describing action taken to correct the cause of deficiencies found in articles submitted to Buyer and to prevent their recurrence on subsequent submittals.

Replacement or reworked materials resubmitted by the Seller, following Buyer rejection, must be segregated and shown as separate items on Seller's shipping documents and certifications. Seller's shipping documents and certifications must identify these items as "replacement" or "reworked" units, and must reference the number of the Buyer rejection notice which they were reported.

Seller shall identify parts and/or materials by name, part or code number, specification number, type, size, etc. Identification marking on arts and/or materials shall be in accordance with this order, drawing, and/or specification requirements. In the absence of specific marking requirements, marking may be accomplished by use of decal, rubber stamp, metal tag, etc. Where marking of individual parts is not practical due to size, shape, or deleterious effect, the above identification data (including quantity) shall be marked on the smallest package of units packaged by the Seller. This identification, including any special handling conditions, must be recorded on certifications and shipping documents for the parts and/or materials.

All Seller documentation submitted shall be black ink on white paper and of a quality suitable for reproduction.

When certifications of conformance are requested, the Supplier shall maintain and provide means to verify the validity of such certifications.

23. DISPUTES: The parties shall work to resolve any dispute in a timely manner. During the pendency of any dispute, Seller shall proceed diligently with the performance of the terms of this Order. The parties shall first attempt to resolve all disputes at the lowest level practicable within their respective organizations. If any such dispute cannot be resolved within fifteen (15) days at a low level, it shall be referred to Buyer's and Seller's authorized agent for resolution. If, after fifteen (15) additional days of consideration, the parties are unable to resolve the dispute, the parties shall consider alternative disputes resolution processes to resolve any dispute. If the parties are unable to resolve the matter through alternative dispute resolution, then the matter may be litigated in the courts of the State of North Carolina. Each party hereby irrevocably and unconditionally: i. consents to submit to the exclusive jurisdiction of such courts or of the United States of America located in the State of North Carolina for any actions, suits or proceedings arising out of or relating to this Order, ii. waives any objection to the venue of any action, suit or proceeding arising out of this Order, in such courts, and iii. waives and agrees not to plead or claim that any such action, suit or proceeding brought in any such court has been brought in an inconvenient forum. The parties irrevocably waive any right to a trial by jury for any claims or counterclaims arising hereunder.

24. AREVA VALUES CHARTER AND AREVA SUSTAINABLE DEVELOPMENT DECLARATION: This Order is covered by the AREVA Values Charter and the AREVA Sustainable Development Declaration, which can be obtained online at www.chtnuclear.com (click on "Supplier Documents"), both of which Seller agrees to respect. At Buyer's option, Buyer may require Seller to sign the AREVA Sustainable Development Declaration, and in such case Seller shall sign it and return it to Buyer.

25. ORDER OF PRIORITY: In the event of any conflict or inconsistency between these terms and conditions and any other special terms and conditions referenced in an Order, the referenced special terms and conditions shall take precedence and govern this Order.

26. SURVIVAL: The provisions of Articles 3, 4, 7, 8, 9, 10, 11, 13, 15, 17, 18, 21, 23, 25, 26, and 27 shall survive the completion of performance or the termination of this Order for any reason until, by their respective terms, they are no longer operative or are otherwise limited by an applicable statute of limitations.

27. SEVERABILITY: Each provision of this Order is severable and if any provision is determined to be invalid, unenforceable or illegal under any existing or future law by a court, arbitrator of competent jurisdiction or by operation of any applicable law, this invalidity, unenforceability or illegality does not impair the operation of or affect those portions of this Order that are valid, enforceable and legal.