

Standard Terms and Conditions of Sale

The following terms and conditions are the standard terms and conditions of sale of C&D Technologies, Inc. and, as more specifically provided herein, any offer of sale or supply of any products by C&D Technologies or any of its operating divisions is subject exclusively to these terms and conditions.

1. Definitions

a. "Seller" shall mean the operating division or wholly owned subsidiary of C&D Technologies, Inc. either indicated on the reverse side of these terms (if applicable) or in the quotation, order acknowledgement, invoice or agreement which either is attached to (and thus, incorporates) these terms or which is subsequently sent to the Buyer.

b. "Days" shall mean calendar days unless otherwise specified herein. Provided, however, if the final calendar day of a period provided herein falls on a Saturday, Sunday or federal holiday, then such period shall be extended to the next weekday which is not also a federal holiday.

c. "Goods" shall mean the products, components, and related services, if any, manufactured or to be performed by Seller hereunder and which are the subject of this Quotation/Order Acknowledgment.

d. "Buyer" shall mean the person or entity identified in the box designated as "Sold To" on the reverse side of this document.

2. Conditional Offer: Seller hereby rejects any offer to purchase the Goods which is inconsistent in any way with these terms and conditions. Seller hereby offers to provide the Goods subject to Buyer's agreement that the terms and conditions set forth herein shall govern the sale of the Goods ("Seller's Offer"). If Buyer should find any of these terms or conditions not acceptable, Buyer must so notify Seller within five (5) days of receipt of Seller's Offer or any objections which Buyer may have shall be considered forever waived. Seller reserves the right to revoke or modify its offer in whole or in part prior to Buyer's acceptance of Seller's Offer.

3. Manner of Acceptance: Buyer's may signify its acceptance of Seller's Offer by acceptance of the Goods or any other any manner permitted by law.

4. Additional or Different Terms and Conditions: Acceptance of Seller's Offer is expressly limited to the terms and conditions contained herein. No other terms and conditions shall apply, including any terms or conditions contained in any purchase order, request for quote (RFQ), bid proposal, response hereto, or other operational form of Buyer or Buyer's agent which are in addition to or different than the terms and conditions contained herein. **Any such additional or different terms and conditions are hereby objected to by Seller.** Delivery of the Goods or other performance by Seller with respect to the Goods shall not constitute Seller's acceptance of any additional or different terms and conditions.

5. Prices: Except as may otherwise be indicated in writing by Seller, all prices are quoted F.O.B. shipping point (i.e., Seller's designated facility) and are subject to change without notice. Seller expressly disclaims any representation or warranty concerning "most favored customer" pricing which may appear in any of Buyer's documents in connection with the sale of any Goods by Seller to Buyer.

6. Lead Adjustment: To the extent that any of the Goods contain lead, Seller reserves the right, at any time, to adjust the unit price of such Goods in the event of a material increase in the average price of lead as published by the London Metals Exchange.

7. Additional Charges: Seller reserves the right to impose additional charges on Buyer in the event Buyer requests an extension or acceleration of a scheduled ship date or specifies special packaging, shipping and handling instructions.

8. Warranty: The sale of each item of the Goods is subject to Seller's standard warranty which is applicable to the Goods (the "Standard Warranty"). The provisions of each Standard Warranty is fully incorporated herein by reference. A copy of any Standard Warranty is available from Seller upon request. Seller makes no warranty and shall have no obligation for any consumable parts or supplies or damage to the Goods caused by or resulting from abuse, misuse, neglect or any unauthorized repair, maintenance or alteration of the Goods. To the extent possible and applicable to the Goods, Seller will make available to Buyer all applicable warranties of its suppliers, without recourse to Seller.

9. Disclaimer of Other Warranties:

SELLER'S LIABILITY FOR ANY BREACH OF THE APPLICABLE STANDARD WARRANTY IS LIMITED AS SET FORTH IN THE APPLICABLE STANDARD WARRANTY. THE APPLICABLE STANDARD WARRANTY IS EXCLUSIVE AND IN LIEU OF ALL OTHER WARRANTIES, EXPRESS, IMPLIED OR STATUTORY INCLUDING, WITHOUT LIMITATION, IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.

10. Limitation of Damages:

IN NO EVENT SHALL SELLER'S LIABILITY FOR ANY DAMAGES ARISING OUT OF THE SALE OF ANY OF THE GOODS HEREUNDER, REGARDLESS OF THE LEGAL THEORY ON WHICH SUCH DAMAGES MAY BE BASED, EXCEED THE AMOUNT THAT SELLER HAS BEEN PAID FOR THE GOODS UNDER THIS AGREEMENT AND UNDER NO CIRCUMSTANCES SHALL SELLER BE SUBJECT TO ANY CONSEQUENTIAL, INCIDENTAL, INDIRECT, SPECIAL OR CONTINGENT DAMAGES WHATSOEVER, INCLUDING BUT NOT LIMITED TO DAMAGES FOR LOST PROFITS OR GOODWILL.

11. Claims for Errors in Shipment: Buyer agrees to inspect the delivered Goods for conformity to Buyer's order promptly upon delivery. Buyer shall have a period of thirty (30) days from Seller's shipment of the Goods to reject the Goods or otherwise provide Seller with written notice of any claim associated with the conformity of the Goods to Buyer's order or any applicable specifications. If no such rejection or notice has been received by Seller within such 30 day period, Buyer shall be deemed to have accepted the Goods and waived any claims (other than warranty and patent infringement claims which shall be unaffected) associated with conformity of the Goods to Buyer's order and any packaging, shipping and handling or delivery specifications of Buyer.

12. Returns: Buyer shall request a Return Authorization Number from Seller prior to returning any of the Goods to Seller for any reason. Seller shall have no obligation to accept return of any Goods for which it has not issued a Return Authorization Number. All returned Goods must be returned to the location specified in writing by Seller in its delivered condition

and in either its original packaging or packaging which has been approved by Seller in advance.

13. Limitation of Actions: Any cause of action for breach of warranty for the Goods must be brought by Buyer, if at all, within one (1) year from the date that the cause of action accrued. Any claims regarding pricing or other charges imposed by Seller shall be deemed waived by Buyer unless Buyer notifies Seller of such discrepancy in writing within ninety (90) days of the date of the invoice which includes such pricing or other charges.

14. Delays: Seller shall not, under any circumstances, be liable for any delay in or default of any of its obligations hereunder when such delay or default is directly or indirectly caused by or in any manner arises out of any cause beyond its reasonable control and not due to its negligence including, without limitation, fire, flood, accident, act of God, war, embargo, strike, fuel, material and supply shortages or transportation delays (collectively, "Force Majeure Events"). Seller agrees to notify the Buyer as soon as possible of the occurrence of any Force Majeure Event. Upon the occurrence of a Force Majeure Event, Seller's performance hereunder shall immediately be suspended and any affected ship dates shall be automatically extended for a period equal to the duration of the Force Majeure Event.

15. Cancellation: In the event that Buyer should: (a) become insolvent; (b) be placed in receivership; or (c) be the subject of any voluntary or involuntary bankruptcy petition; or (d) if, in the sole opinion of Seller there has been a material adverse deterioration in the financial condition of Buyer at any time, Seller may, in addition to its any other remedies available at law or in equity, elect to: (1) require adequate assurances including, without limitation, full or partial prepayment of the estimated cost of the Goods which Buyer remains obligated to pay to Seller hereunder; or (2) cancel all or a portion of Buyer's pending orders.

16. Cancellation of Orders: Buyer acknowledges and agrees that any orders accepted by Seller can not be changed or cancelled or Goods returned for credit, except with Seller's written consent and upon terms that will hold Seller harmless against all costs, expenses, losses and damages associated with such modification or cancellation including, without limitation all inventory acquired or manufactured by Seller for the modified or cancelled order.

17. Delivery Terms: Buyer agrees that, except as may otherwise be specified in writing by Seller, delivery of the Goods shall be made F.O.B shipping point (i.e., Seller's designated shipping facility). Title and risk of loss or damage to the Goods shall pass from Seller to Buyer at the shipping point upon delivery to the carrier which is either specified in writing by Buyer or, at Buyer's request, selected by Seller on behalf of Buyer ("Buyer's Carrier"). Buyer assumes full responsibility for resolving any claims with Buyer's Carrier or its insurance carrier in the event of misdelivery, loss or damage including those cases where the insurance and transportation may have been secured by Seller at Buyer's request. Buyer acknowledges that any shipping dates communicated or otherwise indicated by Seller are approximate and are contingent upon the prompt receipt by Seller of all information, parts, materials and approvals to be supplied by Buyer, if any.
18. Blanket/Open Orders. Seller shall not, over any period, be required to ship a quantity of Goods which is larger or smaller than the quantity specified in the order. If Buyer's order for the Goods is in the form of a blanket or open order (i.e., an order which specifies a quantity of Goods to be shipped according to release authorizations to be issued periodically by the Buyer or in a series of scheduled deliveries), Seller may, at its sole option, ship either the entire or the pro rata monthly quantity and Buyer shall pay for such quantity of Goods as provided herein.
19. Default Shipping Address. If Buyer has not designated a shipping destination or address to Seller within twenty four (24) hours of Seller's estimated ship date Buyer agrees that Seller shall be permitted to immediately ship the Goods either to Buyer's billing address or other tentative shipping address provided by Buyer at the time of placement of the order. Buyer agrees that it shall be its sole responsibility to ensure that the correct shipping address is promptly communicated to Seller in advance of shipment and that Seller shall not be required to contact Buyer to obtain or otherwise request confirmation of any shipping destination.
20. Taxes: Buyer acknowledges the prices specified for the Goods are exclusive of any present or future sales, use, excise, or any other taxes applicable to the sale of the Goods. If Seller is required by applicable law or regulation to pay or collect any such tax or taxes on account of the sale transaction for the Goods, then unless Buyer shall provide Seller with a tax exemption certificate(s) which is acceptable to the applicable taxing authorities, such amount of tax shall be paid by Buyer in addition to the price of the Goods. All applicable taxes shall be set forth separately by Seller on Buyer's invoice for the Goods.
21. Fuel Surcharge: In connection with each sale of Goods to Buyer, Seller reserves the right, at any time, in its sole discretion and without advance notice, to charge Buyer an additional amount to cover increased delivery costs associated with increases in the cost of fuel which are imposed upon Seller by its freight carriers. Such fuel surcharge(s) will be charged to Buyer on a pass-through basis and included on Buyer's invoice as a separate line item.
22. Separate Transactions: Each shipment by Seller for Goods hereunder shall be considered a separate and independent transaction. It is understood and agreed that invoices shall be issued upon shipment. Seller reserves the right to invoice for partial shipments. Buyer shall promptly remit payment for each shipment as specified herein.
23. Payment Terms: Provided that Buyer satisfies Seller's credit criteria, Buyer shall have thirty (30) days from the date indicated on each invoice received from Seller to remit payment to Seller for the Goods. Buyer agrees that time shall be of the essence with respect to Buyer's payment obligations hereunder. All payments due to Seller hereunder shall be paid by check or wire transfer of immediately available U.S. denominated funds. Seller reserves the right, at any time, to impose more restrictive payment terms on future shipments of Goods based on Buyer's payment history or current credit worthiness.
24. Late Payment: Buyer agrees that any overdue amounts owed to Seller hereunder shall be subject to a monthly late payment charge equal to one and one-half percent (1.5%) percent of the total overdue balance owed to Seller or such lesser amount as may be required under applicable law ("Late Payment Charge"). In addition to other remedies available to Seller, should Buyer fail to pay for any Goods when due hereunder, Seller reserves the right to revoke any credit extended to Buyer for the Goods, cancel any open orders for Goods which Buyer may have with Seller during the period of delinquency or suspend delivery of such orders until

Buyer remits full payment to Seller for any outstanding orders or charges.

25. Set Off: Buyer agrees that Seller may, at Seller's sole option, upon advance written notice to Buyer, set off any amounts owed or credits payable by Seller to Buyer hereunder or otherwise against any amounts which Buyer is obligated hereunder or otherwise to pay Seller.

26. Termination for Cause: In the event that Buyer should breach or otherwise fail to perform in accordance with any of these terms and conditions and such breach or failure is not cured within thirty (30) days of receipt of written notice from Seller of such breach or nonperformance Seller may, in addition to all of its other remedies available at law, elect to terminate any or all of Buyer's open orders for the Goods without penalty (such termination being considered a "Termination for Cause").

27. Patent Infringement: Subject to Section 10, Seller agrees, upon request of Buyer, to indemnify and hold Buyer and Buyer's officers, directors and employees harmless against losses, damages, liabilities, fines, penalties, and expenses (including reasonable attorneys' fees) that arise out of or result from any claims alleging that any of the Goods or that Buyer's use of the Goods infringe any U.S. patent, trademark or trade secret owned by a third party. Seller shall have no obligation under this Section for (a) any Goods modified either by Buyer or any third party under contract with Buyer, without the express written permission of Seller; or (b) any claims of infringement based upon the use of the Goods by Buyer or any third party under contract with Buyer in conjunction with machinery, equipment or processes not sold or supplied to Buyer either with, as part of, or in connection with the Goods.

28. Waiver: Except as may be otherwise provided herein, no waiver, alteration or modification of any of the provisions hereof shall be effective unless provided in writing and signed by a duly authorized officer or employee of Seller. Any waiver (express or implied) by either party of any default or breach of this Agreement shall not constitute a waiver of any other subsequent default or breach.

29. Authority of Distributors, Representatives and Agents: Buyer acknowledges that Seller's distributors and manufacturer's sales representatives have not been granted any authority from Seller to modify any of these terms and

conditions on behalf of the Seller, to make additional representations or offer additional warranties concerning the Goods which are not otherwise expressly provided herein, or to otherwise legally bind the Seller.

30. Entire Agreement: Upon acceptance by Buyer, these terms and conditions (and any Schedules, Attachments or Exhibits attached hereto or referenced herein and any special terms provided in Seller's quotation or order acknowledgement) shall set forth the entire, final and complete agreement and understanding among the Buyer and Seller with respect to the sale of the Goods, and merges and supersedes all prior and contemporaneous discussions, agreements and understandings of every kind and nature among the parties as to the Goods. This agreement shall not be modified, varied or supplemented by any course of dealing, usage of the trade or otherwise except by a writing signed by the parties hereto.

31. Governing Law. This Agreement shall be governed, construed and enforced solely by the Laws of the Commonwealth of Pennsylvania (where the principal corporate offices of Seller are located) as if this contract were being performed wholly within the Commonwealth of Pennsylvania. Buyer and Seller further agree that venue for any action to enforce or interpret this Agreement shall be in a court of competent jurisdiction located in the City and County of Philadelphia, Pennsylvania, Commonwealth of Pennsylvania and each of the parties consents to the jurisdiction of such court in any such action or proceeding and waives any objection to venue resting therein. The rights and obligations of the parties in connection with the sale of the goods hereunder shall be governed by the provisions of the Uniform Commercial Code (UCC) only to the extent that such rights and obligations are not otherwise addressed hereunder.

32. Notices: All notices, requests, demands and other communications required or permitted hereunder shall be in writing and delivered by regular mail, to the respective addresses of the parties listed on Seller's Order Acknowledgement. Notices shall be deemed to have been duly given, made and received upon actual receipt by the recipient.

33. Successors and Assigns; Assignment: The provisions hereof shall inure to the benefit of, and be binding upon, the permitted successors and assigns of the parties hereto; provided, however, that neither

this Agreement nor any rights or obligations accruing hereunder may be assigned by Buyer without the written consent of the Seller which shall not be unreasonably withheld.