

TERMS AND CONDITIONS

1. The material shall be delivered according to the shipping terms as set forth on the face of the acknowledgment. Risk of loss or damage to material shall be insured by Seller to the Buyer's dock or warehouse.

2. Seller shall not be liable for any delay in performance or for non-performance and its consequence which is due to acts beyond its reasonable control, including but not limited to accidents, acts of God, acts of Buyer or a third party, acts of a governmental body (including, but not limited to, the acts of any agency, or commission thereof), fires, strikes or other labor disturbances, severe weather, inability to obtain material, labor, equipment or transportation.

3. Seller warrants that the materials delivered hereunder shall conform to applicable chemical specifications, requirements and shall be so certified. Decisions regarding conformance, considered inherent in requested specifications and requirements, will be made as defined in certification procedures. Mechanical properties are certified under the stipulation that test bars will be cast, processed and tested by Seller or a recognized testing source at its option. SELLER DOES NOT WARRANT THAT THE MATERIAL DELIVERED HEREUNDER ARE FIT FOR ANY PARTICULAR PURPOSE. ALL WARRANTIES NOT SPECIFICALLY STATED HEREIN, EXPRESS OR IMPLIED ARE EXCLUDED.

4. Toll Melting of Buyer's alloy shall include a certified analysis of elements within the alloy composition. Where possible, adjustments will be made based on chemical analysis to conform to compositional ranges and or limits by alloy additions. The costs for these virgin element additions will be added to the invoice as additinal charges.

5 Seller's liability hereunder is limited to replacing the material at the place to which the original materials were shipped by Seller, or, at its option, to the stated price thereof, and in no event shall Seller be liable for Buyer's cost, lost profits, or good will or any other special or consequential damages.

6. Buyer shall indemnify Seller against loss and save seller harmless from and against any claims, liabilities or cost (including reasonable attorneys' fees) by reason of any alleged patent infringement arising out of the manufacture or sale of any product furnished Buyer which is not part of the seller's standard line of products and which is manufactured and supplied on buyer's specifications. Upon demand by Seller, Buyer shall, at its own cost, defend any such action.

7. Tool, dies, jigs, patterns, fixtures, gages and their engineering and design are considered an integral part of Seller's manufacturing process. Therefore, separate quotations to or payment by Buyer for these items, supplied by Seller, and convey neither ownership to buyer nor the right of removal of same from Seller's premises.

8. Orders once placed, cannot be cancelled or changed except with Seller's consent and upon **terms** which will indemnify Seller against loss.

9. No merchandise shall be returned to Seller until Seller's permission is granted for such return. Buyer shall examine all shipments as soon as practicable after arrival and, unless Buyer notifies Seller, in writing within 30 days after receipt of merchandise, of all claims relating to shortages or defective or damaged merchandise, such claims shall be afforded an opportunity to inspect the merchandise and have reasonable time within which to make good any shortage or to replace defective or damaged merchandise. Authorized returns shall be made by motor freight only, unless permission is granted by Seller for other carrier.

10. Buyer will pay promptly, when due, all taxes and assessments upon the material, unless specified heron, prices include no federal, state, local, special taxes or custom duties. If imposed on Seller, taxes may be invoiced later to the Buyer.

11. Shipments of orders are deemed complete if the amount shipped represents plus or minus 25% of the original order quantity unless otherwise agreed upon.