Purchase orders are accepted and goods are delivered or services performed only subject to these Terms and Conditions of Sale/Warranty ("Conditions of Sale"). These Conditions of Sale form part of each order, quote acknowledgement/confirmation and invoice issued by Seller (each a “Seller Document”). Unless expressly set forth in a Seller Document, any qualifications of these Conditions of Sale, or anything additional or contrary to, or inconsistent with, any of these Conditions of Sale, including, without limitation, any conditions of purchase noted or referenced in, or forming part of, any purchase order or other document transmitted by Buyer in the administration and the sale of any order, shall be treated as inapplicable and of no legal effect or force even if such document expressly provides that any or all of their terms or conditions shall prevail over these Conditions of Sale. Seller’s order acknowledgement/confirmation together with Buyer’s purchaser’s order (which shall be used for the sole purpose of determining quantities of goods to be delivered, services to be provided, requested delivery dates, line item pricing, and similar administrative matters, to the extent that it is not inconsistent with or doesn’t add to or vary these Conditions of Sale), constitute the whole contract between the Seller and the Purchaser for the sale and purchase of the goods or services, as such transaction is described on the face hereof or in any Seller Document. As used herein, Seller means the party identified as such, and Buyer means the party identified as such, in the applicable Seller Document.

1. PRICES. Buyer agrees to pay the contract price(s) specified on the face hereof or in the applicable Seller Document. If no price is specified, it shall be Seller’s price(s) in effect at the time of delivery. Seller reserves the right to adjust Seller’s price(s) for the goods at the time of shipment to account for metals price variations between the time of order and the time of shipment, prior quotes or order acknowledgement/confirmation transmitted by Buyer in this administration and the sale of any order, shall be treated as inapplicable and of no legal effect or force even if such document expressly provides that any or all of their terms or conditions shall prevail over these Conditions of Sale. Seller’s order acknowledgement/confirmation together with Buyer’s purchaser’s order (which shall be used for the sole purpose of determining quantities of goods to be delivered, services to be provided, requested delivery dates, line item pricing, and similar administrative matters, to the extent that it is not inconsistent with or doesn’t add to or vary these Conditions of Sale), constitute the whole contract between the Seller and the Purchaser for the sale and purchase of the goods or services, as such transaction is described on the face hereof or in any Seller Document. As used herein, Seller means the party identified as such, and Buyer means the party identified as such, in the applicable Seller Document.

2. INVOICING AND PAYMENT. Seller may make and invoice for partial shipments. Buyer may not set-off, whether for possible damages for breach of this or any other agreement with Seller or its affiliates, or for any amounts due Seller under any other agreement with Seller, or for any other reason, against amounts due to Seller under this contract, or if not set forth therein, net thirty (30) days from the date of delivery. Any rebate or discount is subject to Buyer’s entire account being current. Any amounts not paid when due shall be subject to a FINANCE CHARGE of 1.5% per month (18% per annum) or the legal maximum, if less. Buyer shall be liable for all reasonable costs and expenses incurred by Seller in collecting any amounts due Seller, including attorney fees and litigation expenses. Notice of Non-Payment. Seller reserves the right, in its sole discretion, to delay or suspend performance of its obligations hereunder in the event of Non-Payment.

3. CREDIT TERMS. Credit is extended at the discretion of Seller. If credit has been extended, the amount of credit may be changed or credit withdrawn by Seller at any time, in its sole discretion. In addition, Seller shall have the right, at any time, for credit reasons (including, without limitation, a good faith belief that prospect of payment is impaired or that Buyer is insolvent) or because of Buyer’s breach of this or any other agreement with Seller or its affiliates, to withhold shipments in whole or in part, to recall goods in transit and to repossess all goods previously delivered. Seller retains a security interest in all goods delivered hereunder until paid for in full.

4. DELIVERIES. Seller shall have sole control and discretion with respect to mode of transportation, routing and any other matters connected with, related to or involved in transporting the goods. Shipping and delivery dates are approximate only, and Seller shall not be liable for any loss or damage arising directly or indirectly as a result of failure or delay in shipment or delivery. Goods are shipped Ex Works Seller’s factory or warehouse, and title, risk of loss and damage passes to Buyer upon delivery to the carrier. Any delivery accepted by Buyer, even though made after the scheduled delivery date, shall constitute good delivery and will be paid in full. If Buyer delays delivery and delivery is required to store the goods, Buyer’s liability for risk of loss, storage charges and payment for the goods shall commence when the goods are ready for shipment, even if Seller consents to such a delay. Orders can only be cancelled with Seller’s written consent and then only upon such terms as will protect Seller from any losses.

5. FORCE MAJEURE. (a) Seller shall not be responsible or liable for any delay or failure to deliver any or all of the goods or to provide services, if such delay or failure is caused by any Act of God; fire, flood, explosion, war, insurrection, act of terrorism, riot, embargo or action, statute, ordinance, regulation or order of any government or agency thereof; inability to secure or shortage of labor, material, equipment, supplies, transportation or other facilities, or forces beyond Seller’s control, which prevents, hinders, or interferes with manufacture, assembly or delivery of the goods or the provision of services. Any such cause, contingency, occurrence or circumstance shall release Seller from performance of its obligations hereunder. Under like circumstances, Buyer shall be released from its obligations hereunder (other than the payment of money). (b) If Seller is partially excused from performance, either on account of Paragraph 5 (a), above, or by the provisions of the Uniform Commercial Code, it shall not be required to make any allocation of production, shipments or deliveries in accordance with any such excused circumstances.

6. EXPRESSED WARRANTIES. Subject to the limitations set forth in Paragraph 6.2. below, Seller warrants that: (a) the goods shall meet Seller’s published specifications for the goods and be otherwise free from defects in materials and workmanship; (b) services shall be performed in a competent and professional manner in accordance with accepted industry practice in the locale where the services are performed; and (c) Seller has good title to the goods and the right to sell them to Buyer. No representations or warranties are made with respect to any drawings, schematics or instructions supplied with the goods or accompanying the same.

7. WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, ARE EXPRESSLY DISCLAIMED. Constitute Seller’s sole and exclusive obligations and liabilities in connection with Seller’s warranties and the sole and exclusive REMEDIES TO WHICH BUYER IS ENTITLED. NO OTHER WARRANTIES, EXCEPT AS EXPRESSLY PROVIDED IN THESE CONDITIONS OF SALE, WILL APPLY. SELLER MAKES NO OTHER REPRESENTATIONS, WARRANTIES OR CONDITIONS, EXPRESS OR IMPLIED, INCLUDING, WITHOUT LIMITATION, ANY WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, ARE EXPRESSLY DISCLAIMED. (f) GOODS MANUFACTURED BY OTHERS. Seller's warranties shall not apply to any goods that are warranted by their original manufacturer.

8. RETURN OF SPOOLS, ETC. When returnable spools, reels or non-standard packaging are shipped to Buyer, they shall remain the property of Seller and a deposit shall be charged separately which will be refunded, less any applicable restocking fees, when Buyer returns the spools, reels or non-standard packaging to Seller in new, unused, and resalable condition, freight prepaid by Buyer, in the original shipment, freight collect, credit will be given for the amount of the deposit, less the cost of any required repairs. No credit will be allowed for spools, reels or non-standard packaging damaged beyond repair or returned more than twelve (12) months after the date of shipment to Buyer. Lagging is not charged for, therefore, no credit will be allowed when returned. Buyer’s full return policy, if applicable, is incorporated by reference herein.

9. LIMITATION OF LIABILITY AND LIMITATION OF ACTIONS. IN NO EVENT SHALL SELLER BE LIABLE FOR ANY INDIRECT, INCIDENTAL, SPECIAL, PUNITIVE OR CONSEQUENTIAL LOSS, DAMAGE OR EXPENSE (WHICH SHALL BE DEEMED TO INCLUDE WITHOUT LIMITATION, ANY LOSS OF PROFIT OR REVENUE, ANY COST OF PROCUREMENT OR SUBSTITUTE, LOSS OF TIME, LOST OR CORRUPTED DATA, LOSS OF GOODWILL OR REPUTATION, LOSS OF REPUTATION FOR BREACH OF CONTRACT, IN TORT OR OTHERWISE, EVEN IF SELLER IS DEEMED TO BE AWARE OF THE POSSIBILITY OF SUCH DAMAGES). SELLER'S MAXIMUM LIABILITY FOR ANY CLAIM, LOSS OR DAMAGE ARISING FROM OR IN CONNECTION WITH THIS CONTRACT OF PURCHASE AND SALE SHALL UNDER NO CIRCUMSTANCES EXCEED THE PURCHASE PRICE FOR THE GOODS OR SERVICES SUBJECT TO A CLAIM, EVEN IF BUYER HAS CLAIMS OR IS SUBJECT TO CLAIMS IN EXCESS OF THIS LIMITATION. ANY AND ALL CLAIMS, LOSSES, DAMAGES, EXPENSES, OR COSTS WHICH ARE SUBJECT TO THIS LIMITATION OR EXCLUSION OF LIABILITY ARE EXPRESSLY EXCLUDED FROM ANY CLAIM, LOSS OR DAMAGE ARISING FROM OR IN CONNECTION WITH THIS CONTRACT OF PURCHASE AND SALE SHALL UNDER NO CIRCUMSTANCES EXCEED THE PURCHASE PRICE FOR THE GOODS SUBJECT TO A CLAIM. Any legal proceeding initiated against Seller relating to this contract of purchase and sale must be brought within (1) year after the cause of action arises. In any legal proceeding, Buyer shall not be entitled to equitable relief, such as specific performance.

10. GENERAL PROVISIONS. ALL SALES ARE FINAL. The contract of purchase and sale shall be governed by the laws of the State of the Seller’s place of shipment, other than its rules regarding conflicts of law. This contract is subject to the export control laws and regulations of the United States of America, the European Union, the European Union’s member states, the Organization for Economic Co-operation and Development (OECD) and other nations. The U.S. law prohibits the sale, transfer, export or sale of certain items to certain restricted parties, destinations, and embargoed countries, as identified on lists maintained by the U.S. Department of State, the U.S. Department of Commerce, and the U.S. Department of Treasury. It is the responsibility of Buyer to be aware of these lists. By proceeding with any transaction, Buyer certifies that Buyer will not engage in any unauthorized transaction involving the export or re-export of Seller’s products to any restricted parties or destinations and that Buyer certifies that it will comply with all requirements imposed by all applicable laws, regulations and administrative policies relating to the export or re-export of U.S. goods. Diversion contrary to U.S. law is prohibited.

Important Export Restricions Warning!

Export of some of Seller’s products is strictly prohibited without a valid export license issued by the U.S. Department of State, in accordance with International Traffic in Arms Regulations (ITAR) (22 C.F.R. Parts 120-130) and associated U.S. Export Administration Regulations (EAR) (15 C.F.R. Parts 730-744). The U.S. law prohibits the sale, transfer, export, or sale of certain items to certain restricted parties, destinations, and embargoed countries, as identified on lists maintained by the U.S. Department of State, the U.S. Department of Commerce, and the U.S. Department of Treasury. It is the responsibility of Buyer to be aware of these lists. By proceeding with any transaction, Buyer certifies that Buyer will not engage in any unauthorized transaction involving the export or re-export of Seller’s products to any restricted parties or destinations and that Buyer certifies that it will comply with all requirements imposed by all applicable laws, regulations and administrative policies relating to the export or re-export of U.S. goods. Diversion contrary to U.S. law is prohibited.

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