

**THIS ORDER IS SUBJECT TO THE
FOLLOWING TERMS AND CONDITIONS**

1. The terms and conditions of the contract, if any, pursuant to which this order is issued.
2. Sellers terms of payment shall commence on the date of receipt by Buyers designated purchasing office of invoice conforming with Buyers purchase order. Return of invoice by Buyer to Seller for any reason not attributable to the fault of Buyer will extend the terms of payment so that it commences on the subsequent date of receipt of such invoice by Buyer.
3. **TAXES** Buyer shall pay to Seller taxes which Seller may be required by law to collect from Buyer unless Buyer provides Seller with an appropriate exemption certificate.
4. **BUSINESS PRACTICES** Seller recognizes the importance of establishing and maintaining manufacturing and business practices to meet Buyers requirements. Therefore, Seller grants Buyer access to its and its subcontractors facilities and business records, at all reasonable times, to monitor the existence and effectiveness of such practices, including those related to quantity, quality, delivery schedule, shipping and billing of Product, and the integrity of the relationship between Seller and Buyer. Shipment or delivery of any part of this order constitutes acceptance by Seller of all conditions hereof without reservation. No part of this order may be subcontracted, or assigned by operation of law or otherwise, without Buyers prior written consent.
5. **MATERIAL SAFETY DATA SHEETS** In accordance with the Occupational Safety and Health Administration Hazard Communication Standard, 29CFR 1910.1200, Seller shall provide to Buyer all material safety data sheets (MSDS) applicable to the materials purchased at or before the time of the initial shipment. All updates to such MSDS shall be provided to Buyer with the first shipment after updating. Seller shall send two copies of each such MSDS to each of Buyers receiving locations with one copy addressed to the operating unit receiving Product and the other to the attention of the industrial hygienist at the location.
6. **INDEMNITY** Buyer and Seller shall indemnify, defend, and hold each other harmless from all claims, demands, and causes of action whatsoever asserted against indemnity by any person (including, without limitation, Buyers and Sellers employees) for personal injury, death, or loss of or damage to property resulting from negligence or willful misconduct of Buyer and Seller, the indemnitor hereunder. Where personal injury, death, or loss of or damage to the property is the result of joint negligence or willful misconduct of Buyer and Seller, the indemnitors duty of indemnification shall be proportion to its allocable share of such joint negligence or willful misconduct.
7. **WARRANTY** Seller warrants and certifies to Buyer and Buyers parent, subsidiary and affiliated companies; (a) that any and all of the articles herein described are free from all defects in design, workmanship, and materials; (b) that unless otherwise specified herein all such articles and the components thereof are new and have not been previously used; (c) that the said articles are fit for use for their ordinary intended purposes as well as any special purposes specified herein; (d) that any and all of the articles herein described and the sale thereof do not, and the use of the same for their ordinary intended purposes as well as for any special purposes specified herein will not constitute infringement or contributory infringement of any patent, or infringement of special purposes specified herein will not constitute infringement or contributory infringement of any patent, or infringement of any copyright or trademark, or violation of any trade secret. The above Warranties are in addition to, and shall not be construed as restricting or limiting, any warranties of Seller, expressed or implied, which are provided by law and exist by operation of law.
8. **OWNERSHIP OF DOCUMENTS, DRAWINGS, AND SPECIFICATIONS** Seller agrees that all drawings, field notes, specifications, software, and any other document or materials, whether written, audio, or video (Materials) developed for delivery to Buyer under this Agreement shall be the property of Buyer. Seller agrees to assign the copyrights for all such Materials to Buyer.
9. **INDEPENDENT CONTRACTOR** Seller shall be an independent contractor and not the agent or employee of Buyer or Standard Alloys. Seller shall have no authority to make any statements, representations, or commitments of any kind, or to take any action, which shall be binding upon Buyer or Standard Alloys.
10. **GOVERNING LAW** The validity and interpretation of this Agreement and the legal obligations of the parties to it shall be governed by the laws of the State of Texas.
11. Buyer reserves the option to cancel all or any part of this order at any time: (a) if the right of the Buyer, or if any facility ordinarily used by the Buyer in any manner to acquire, transport, use or dispose of any articles agreed to be purchased shall be wholly or partly prohibited, suspended, impaired, or lost, by or as a direct or indirect result of any present or future law, regulation, or order of any governmental authority; or (b) in the event delivery of any article, as specified herein or pursuant hereto, is delayed, suspended, or prevented for any reason other than the sole fault of Buyer, upon giving to Seller not less than ten (10) days previous written notice. In the event of cancellation by Buyer pursuant to the provisions of Clause 11 (b), Buyer shall, if such delivery is not delayed, suspended or prevented by reason of the sole fault of the Seller, reimburse Seller for Sellers fabrication costs for all unfinished articles ordered and in process prior to the effective date of such cancellation.
12. No waiver of or exception to any of the terms, conditions, or provisions in this order shall be valid unless specifically agreed to in writing by Buyer.