

TERMS AND CONDITIONS OF SALE

Prices

All prices are quoted f.o.b. United Performance Metals shipping point unless otherwise stated. All prices are subject to adjustment to reflect United Performance Metals' prices in effect at time of shipment, including increases in packing, storage, shipping charges, or taxes. Cash discounts, if any, are as allowed by United Performance Metals at the date of shipment and apply only to United Performance Metals' selling price f.o.b. the shipping point, exclusive of all packing, storage, shipping, insurance, or taxes. Purchaser is not entitled to any cash discount if Purchaser owes United Performance Metals any uncontested past due balances.

Taxes

Prices do not include sales, value added, excise or other taxes unless expressly stated. All such taxes shall be paid by Purchaser. If Purchaser claims exemption from any of these taxes, Purchaser must provide satisfactory proof of such exemption.

Packaging and Shipping

Unless Purchaser has provided shipping instructions to United Performance Metals prior to the point of United Performance Metals' packaging and tagging of the goods, all orders will be shipped by either common carrier or United Performance Metals' own truck. In either event, Purchaser shall pay freight charges from United Performance Metals' shipping point. United Performance Metals shall also be entitled to make additional charges for special packaging if, in United Performance Metals' discretion, such packaging will insure safe delivery of the goods.

Specifications

The goods shall meet agreed upon specifications. If not specified, goods shall meet the general specifications for the type of goods sold by United Performance Metals at the time of delivery. Unless expressly stated otherwise in this contract, statements in product information, websites, price lists or other information regarding the goods are not binding.

Delivery

Agreed upon delivery dates are to be considered approximate. If there is not an agreed upon delivery date, delivery shall be made according to United Performance Metals' capacity planning. Should the delivery date exceed three months beyond the agreed upon delivery date, Purchaser has the right to terminate the purchase of goods without remedy. Termination of the purchase of goods must be communicated in writing to United Performance Metals. If United Performance Metals has notified Purchaser of a specific new delivery date, notice of termination must be communicated in writing to United Performance Metals within five days of such notification.

Where the agreed upon quantity of goods to be delivered is expressed on the basis of weight, all weights are considered to be approximate and subject to deviation. Where the dimensions of the goods to be delivered are expressed in units, (i.e. inches), dimensions are to be considered approximate and subject to a deviation. United Performance Metals shall not be liable for any direct or indirect damage or consequences attributable to a delayed delivery.

Defective Goods and Shortages

The goods delivered shall be free from defects; provided, however, that goods sold as non-prime or under similar description are sold "as is" which means that all right to remedies and compensation for defects are waived by Purchaser. The goods shall only be regarded as defective if the goods do not meet the specifications agreed upon expressly for the particular delivery, or if the goods do not meet United

Performance Metals' general specifications that are in effect at the time of delivery. United Performance Metals is not liable for any function, quality or property of the goods other than that expressly stated above and any terms implied whether by statute or otherwise relating to quality or fitness for purpose are hereby excluded.

In the event of any defects or shortages in the goods, Purchaser shall give written notice to United Performance Metals within one week of the goods arriving at their final destination. For defects that could not have been reasonably detected upon arrival at the final destination, Purchaser shall notify United Performance Metals in writing within one week of the date Purchaser observed the defect. Notification of defects issued in excess of one year from the transfer of risk for the goods to Purchaser shall have no legal effect. If notification is made too late, United Performance Metals is not obligated to offer any remedy or pay any compensation including, but not limited to machine and labor charges.

In the event of any defects or shortages in the goods, and if Purchaser has notified United Performance Metals in due time, in accordance with the terms stated above, United Performance Metals shall at its own expense and with the promptness demanded by the circumstances at its own option either correct the defects or deliver new and faultless goods or in the event of a shortage, deliver the missing quantities at the agreed named place of destination.

United Performance Metals reserves the right to credit Purchaser for a decrease in the value of goods commensurate to the defect or shortage. If the goods have been prepaid, United Performance Metals shall in such circumstances repay the credited amount. Repayment will be made without interest unless the repayment has been unreasonably withheld. Defective goods shall be returned to United Performance Metals at the agreed named place of destination before any replacement goods are delivered or crediting/repayment is made.

With the exception of those remedies and compensation expressly set out in this agreement or a separate agreement with United Performance Metals, Purchaser cannot invoke any other remedies in respect of a defect or shortage in the goods.

Warranties

LIMITED WARRANTY: UNITED PERFORMANCE METALS WARRANTS ONLY THAT THE GOODS SUPPLIED TO PURCHASER UNDER THIS DOCUMENT CONFORM TO THE SPECIFICATIONS AND DESCRIPTION OF THE TYPE AND QUALITY SPECIFIED ON THE FACE HEREOF, SUBJECT TO THE TOLERANCES AND VARIATIONS CONSISTENT WITH USUAL TRADE PRACTICES. WHILE EMPLOYEES OF UNITED PERFORMANCE METALS MAKE THEIR BEST ATTEMPT TO ASSIST PURCHASER'S SELECTION OF MATERIALS THAT ARE SUITABLE FOR OR TO A GIVEN SPECIFICATION, THEY ARE NOT AUTHORIZED TO WARRANT THE SUITABILITY OF ANY GOODS FOR A PARTICULAR USE OR APPLICATION. FINAL DETERMINATION OF SUITABILITY FOR A SPECIFIC USE OR APPLICATION IS THE SOLE DISCRETION OF PURCHASER. UNITED PERFORMANCE METALS MAKES NO WARRANTY OR REPRESENTATION IN OR ON PURCHASER'S FINAL DETERMINATION. IN SITUATIONS WHERE THE ORIGINAL MANUFACTURER OF THE GOODS PROVIDES A WARRANTY THAT DIFFERS FROM UNITED PERFORMANCE METALS' WARRANTY, THE ORIGINAL MANUFACTURER'S WARRANTY WILL PREVAIL.

Savings Provision

Neither party shall be liable for delay in performing or failure to perform its obligations if the delay or failure results from events or circumstances outside their reasonable control including without limitation war, floods, fire, scarcity of labor or materials, labor disputes, trade disputes, or refusals to grant licenses. Such delay or failure shall not constitute a breach of this contract and the time for performance shall be extended by a period equivalent to that during which performance is so prevented. If such a delay or failure persists for more than three months, either party shall be entitled to terminate this contract to the extent of goods not yet delivered to Purchaser. In the event of such a termination, neither party will be entitled to any compensation, but any prepayment for goods not delivered shall be refunded and goods in transit shall be reverted.

Retention of Title

United Performance Metals holds the title for the goods until Purchaser makes full payment for the goods and of all other monies owed to United Performance Metals. Until title passes to Purchaser, United Performance Metals has the right to recover any goods in Purchaser's possession or control to which it holds the title and United Performance Metals is therefore given the right to enter any land or building where the goods are stored to collect the goods. If Purchaser processes or commingles the unpaid goods into/or to form part of a new object, United Performance Metals is granted title to the new object, proportionate to the value of the unpaid goods in the new object until such time as full payment is received for the original goods. If Purchaser sells any unpaid goods or new objects containing the unpaid goods, Purchaser hereby assigns a proportion of its claim on third party equivalent to the debt for the unpaid goods/new objects sold.

Entire Contract

This contract comprises the entire binding contract between the parties. This contract supersedes all prior contracts and understandings between the parties, whether written or oral, with respect to the goods covered by this contract. This contract can be amended only by written agreement of the parties.

Successors and Assigns

The provisions of this contract inure to the benefit of and bind the respective successors and assigns of the parties hereof, whether or not any express assignment of such provisions has been made, except as otherwise expressly provided.

Notices

Any notice or other communication required or desired to be given hereunder shall be sufficiently given when delivered personally or sent by first class certified mail, return receipt requested, given to or addressed to each of the parties at the address set forth in this contract.

Applicable Law

This contract shall be governed by the laws of the State of Ohio.

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