

Aerotech Alloys	Terms of Sale and Conditions	No. QF 7.2-06
		Rev. NC Date: 6/26/2012

1. Quotations may be increased without notice by the amount of sales of Excise Tax levied or charged by the federal, state or any other government agency.

2. Aerotech Alloys, LLC warrants to the buyer that the goods ordered by it are free from defects in title and will conform to their description and specification, subject to customary tolerances and variations. Except for the foregoing warranties, which are exclusive. THERE ARE NO EXPRESS OR IMPLIED WARRANTIES OR MERCHANTABILITY, FITNESS FOR PURPOSE OR ANY OTHER TYPE. This provision shall apply irrespective of whether a sample has been or will be delivered to the Buyer. If it appears within 10 days from the date of the Buyer's receipt of the goods that they patently did not conform to the foregoing warranty at the time they were received by Buyer, or if it appears within 60 days from their receipt that the goods contained latent defects at the time they were received and Buyer notifies Aerotech Alloys, LLC. in writing within the applicable 10 or 60 day period and before the goods are processed or altered in any way. Aerotech Alloys, LLC., at its option, shall either (a) make available to Buyer a replacement of any defective goods, or (b) remit to Buyer the price paid there for. The conditions of any tests shall be mutually agreed upon, and Aerotech Alloys, LLC shall be notified of and may be represented at any such tests that may be made. The foregoing optional remedies shall constitute the sole recourse of Buyer against Aerotech Alloys, LLC for breach of warranty negligence or for any other claim based upon an assertion that the goods are in any way defective. In no event shall Aerotech Alloys, LLC be liable for consequential damages. Aerotech Alloys, LLC's liability on any claim for damages arising out of or in connection with the manufacture, sale, delivery or use of any of its goods shall in no case exceed the price paid there for.

3. Any delivery schedule indicated is based on our best estimate but we cannot accept liability in the event delivery is delayed beyond the scheduled date.

4. Aerotech Alloys, LLC shall not be liable for any failure to perform its obligations hereunder resulting directly or indirectly from or contributed to by acts of God; act of Buyer; acts of civil or military authority; priorities; fires; strikes or other labor disputes; accidents; floods; epidemics; war; riot; delays in transportation, or other circumstances beyond Aerotech Alloys, LLC 's reasonable control, whether

5. Aerotech Alloys, LLC will hold Buyer harmless against any rightful claim of any third person by way of infringement of any United States Letters Patent by the goods buy, If Buyer furnishes specifications to Aerotech Alloys, LLC, Buyer will hold Aerotech Alloys, LLC harmless against any such claim which arises out of compliance with the specifications. Except as in this paragraph provided, Aerotech Alloys, LLC makes no warranty that the goods will be delivered free of the rightful claim of any third party by way of infringement or the like.

6. No agent, employee or representative of Aerotech Alloys, LLC had any authority to bind Aerotech Alloys, LLC to any affirmation representation or warranty concerning the goods and unless an affirmation, representation or warranty made by an agent, employee or representative is expressly included in this proposal, it shall not be enforceable by Buyer.

7. All Proposals and Contracts resulting from such proposals shall be governed by the Uniform Commercial Code as adopted in the State of California as effective and in force on the proposal date. Wherever a term defined by said Uniform Commercial Code is used in these Standard Provisions, the definition contained in the Uniform Commercial Code is to control. Any action for breach of any such contract must be commenced within one year after the cause of action has accrued.

8. The Purchaser represents and warrants that the event Purchaser in any ways uses, relies upon or incorporates Supplier's product in supplying a product or performing services at any nuclear power plant. Supplier will be indemnified against liability in accordance with the Price-Anderson Amendments Act of 1888.

9. Unless Purchaser receives prior written approval from the Supplier, Purchaser agrees that it will not supply a product or perform a service at any nuclear power plant, or enter into a contract therefor, in which the Supplier's product would or might be used or incorporated where indemnification under the Price-Anderson Amendments Act of 1888 would not apply.

For products shipped within the United States:

10. The products sold, or to be sold, to the Buyer by Seller are being delivered to the Buyer within the United States. Accordingly, should the Buyer elect to export the products, or any of them, Buyer is responsible for complying with any applicable export licensing requirements, as well as compliance generally with filing and other regulatory requirements relating to exports from the United States. Buyer represents and warrants that it understands and accepts the responsibility for obtaining any required export license and complying generally with the United States export-related laws and regulations. Buyer will indemnify and hold Seller harmless against any claims asserted against, or costs or damages incurred or paid, by Seller which arise or result from Buyer's failure to comply with applicable export-related laws and regulations.