

STANDARD TERMS AND CONDITIONS OF SALE

1. **Entire Agreement** This document, including both front and back pages, is a confirmation of an order placed by the Purchaser, and constitutes the contract between Purchaser and Seller for the purchase of the goods set forth herein. It also constitutes the original invoice and contains all of the terms of the agreement between Purchaser and Seller. Any inconsistent or additional conditions or terms printed on Purchaser's order or acknowledgment are expressly rejected. Purchaser shall be deemed to have accepted the terms and conditions hereof a) when Purchaser receives and retains this invoice without written objection for (10) ten days; or b) where purchaser accepts delivery of all or any part of the goods covered hereby. No statements or representations by Seller or Seller's agents shall be binding upon Seller except as set forth in this contract.
2. **Seller** Seller shall be defined as Service Steel Aerospace Corp., and/or United Alloys Aircraft Metals, and/or Dynamic Metals International, their heirs and/or assigns.
3. **Price** Unless otherwise indicated on the reverse side hereof, prices are based on delivery F.O.B. Seller's facility and do not include expenses attributable to storage, loading or shipping the goods purchased hereunder or to export packaging thereof Purchaser shall pay to Seller on demand any charges made by Seller or others for storage, export, packaging, loading or shipping the goods on behalf of Purchaser, as stated on the reverse side hereof.
4. **Payment; Warranty of Solvency** The amount shown on this invoice shall be due and payable in cash within thirty (30) days of the date thereof, unless otherwise stated on the reverse side hereof if not paid, interest shall be added to the unpaid balance thereof, on a monthly basis, at the rate of eighteen percent (18%) per annum. Purchaser warrants that it is solvent and able to pay for the goods being purchased hereunder in accordance with the stated payment terms.
5. **Taxes** Any taxes which Seller may be required to pay or collect, upon with respect to the manufacture, sale, purchase, delivery, storage, use of consumption of the goods or any material relating thereto, shall be for the account of Purchaser, which shall promptly pay such to Seller upon demand.
6. **Force Majeure** Seller will not be liable for any delay in the performance of orders or contracts, or in the delivery or shipment of goods, or for any damages suffered by Purchaser by reason of such delay, when such delay is directly or indirectly caused by, or in any manner arises from, fires, floods, accidents, riots, acts of God, war, governmental embargoes, strikes, labor difficulties, equipments breakdowns, shortage of labor, fuel, power, materials and supplies, transportation delays, or any other cause or causes (whether or not similar in nature to any of there herein specified) beyond Seller's control or beyond the control of Seller's suppliers.

7. **Risk of Loss; Damage in Transit** Purchaser agrees to assume all risk of loss or damage to the goods from the time the goods leave Seller's facility unless otherwise stated on the reverse side hereof.
8. **Defects; Inspection; Notification** Purchaser must notify Seller in writing of any claimed defect, shortage or inaccuracy in the goods within ten (10) days of the Purchaser's receipt of the goods or it shall be held to have waived its right to seek remedy thereof or recovery thereon from Seller.
9. **Technical Assistance** Unless otherwise expressly agreed in Seller's acknowledgment (a) any technical advice provided by Seller with respect to the use of goods or services furnished to Purchaser shall be without charge, (b) Seller assumes no obligation or liability for any such advice, or for any results occurring as a result of such advice, and (c) Purchaser shall bear sole responsibility for selection and specification of the goods or services appropriate for the end use of such goods or services.
10. **Manufacturing Standards** Except in the particular specified by Purchaser and expressly agreed to in writing by Seller, the products furnished hereunder shall be supplied or produced in accordance with Seller's standard practices. All products, however, including those produced to meet an exact specification, shall be subject to the mill tolerances and variations, consistent with good mill practice in respect to dimension, weight, straightness, section, composition and mechanical properties; and to normal variations in surface and internal conditions and quality; to deviations from tolerances and variations consistent with practical testing and inspection methods. Mill certifications as provided by manufacturer, if any, for the goods herein, will be supplied Purchaser upon written request therefor.
11. **Patent Infringement** Purchaser warrants Seller that the manufacture or other processing by Seller of any goods sold to Purchaser for which Purchaser has provided the design will not infringe upon the patent or other property rights of any person. Purchaser shall indemnify and hold Seller harmless from all losses, damages, costs and causes of action arising out of inaccuracy of such warranty.
12. **Warranty; Disclaimer** SELLER WARRANTS TO PURCHASER, BUT NOT ANYONE ELSE, THAT THE GOODS WILL CONFORM TO THE EXPRESS SPECIFICATIONS SHOWN ON THE REVERSE SIDE HEREOF OR TO SUCH OTHER SPECIFICATIONS AS SELLER SHALL HAVE AGREED TO IN WRITING. SELLER MAKES NO OTHER WARRANTY OF ANY KIND, EXPRESS OR IMPLIED, (INCLUDING NO WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, USAGE OR TRADE) TO ANY PERSON OR ENTITY WITH REGARD TO THE GOODS OR SERVICES COVERED HEREBY.

13. **Exclusivity of Purchaser's Remedy; Limitation of Damages** PURCHASER'S SOLE AND EXCLUSIVE REMEDY FOR DEFECTIVE GOODS OR SERVICES SHALL BE, AT SELLER'S OPTION, REPAIR, REPLACEMENT OR REFUND OF PURCHASE PRICE FOR THE DEFECTIVE GOODS AS SHOWN ON THE REVERSE SIDE HEREOF. SELLER SHALL NOT BE LIABLE UNDER ANY CIRCUMSTANCES, INCLUDING, BUT NOT LIMITED TO, ANY CLAIM FOR BREACH OF WARRANTY (EXPRESS OR IMPLIED) TORT (INCLUDING NEGLIGENCE) OR STRICTLY LIABILITY, FOR ANY ACTUAL, INCIDENTAL, CONTINGENT, SPECIAL OR CONSEQUENTIAL DAMAGES ARISING FROM OR OUT OF THIS AGREEMENT OR THE GOODS OR SERVICES PURCHASED HEREUNDER, INCLUDING BUT NOT LIMITED TO, NO LIABILITY FOR LOSS OF PROFITS OR REVENUE, LOSS OF USE OF GOODS OR SERVICES OF OTHER ITEMS TO BE FURNISHED TO PURCHASER HEREUNDER, COST OF CAPITAL, COST OF SUBSTITUTE EQUIPMENT, ADDITIONAL COSTS INCURRED BY PURCHASER AT ITS PLANT OR IN THE FIELD (WHETHER BY WAY OF CORRECTION OR OTHERWISE) OR CLAIMS OF PURCHASER'S CUSTOMERS' OR OTHER THIRD PARTIES FOR DAMAGES.
14. **Seller's Remedies** Seller shall have the right, at any time it deems itself insecure or upon Purchaser's default or threatened default, to withhold shipments, in whole or in part, and to call goods in transit, retake same, and repossess all goods which may be stored with Seller for Purchaser's account, without the necessity of any other proceedings. Purchaser hereby agrees that all goods so recalled, retaken, or repossessed shall become the absolute property of the Seller. In the event purchaser defaults in the performance of any of the terms or conditions hereof, or in the event of the proceeding in bankruptcy, an assignment for benefit of creditors, insolvency, receivership, or re-organization being instituted by or against Purchaser of Purchaser's property or business, Seller may, at its option, terminate this agreement upon written notice to Purchaser. If at the time of any default, bankruptcy or insolvency of the Purchaser the Purchaser is entitled to any credit or payment from Seller, Seller shall have the right to set off against such obligations any amounts then due and owing to Seller from Purchaser. In case of Purchaser's breach, Seller may recover, in addition to all sums due and unpaid under this invoice, all costs and expenses of collection, including reasonable attorney's fees. Nothing herein stated shall be construed as limiting in any manner any of the rights or remedies available to Seller because of default of the Purchaser under the Uniform Commercial Code or other law in force and effect on the date hereof.
15. **Assignment** Purchaser agrees that it will not assign this contract or the purchases hereunder prior to making payment in full therefore without Seller's prior written consent.

16. **Security Agreement** Seller hereby retains, and Purchaser hereby grants to Seller, a purchase money security interest in all goods described on the reverse side hereof, which shall continue until Seller has been paid the full amounts due hereunder.
17. **Limitation of Action** Any action by Purchaser against Seller for any breach of this contract must be commenced within one (1) year following Seller's delivery of the goods to Purchaser or one (1) year of such breach, whichever occurs first.
18. **Applicable Law** The terms, conditions and covenants contained herein shall be governed by and construed in accordance with the laws of the State of Washington, as they apply to transactions between merchants, and venue in any action herein may be laid in or transferred to the state or federal courts of the State of Washington. If any provision or provisions hereof are void or are declared to be void, such provision or provisions shall be deemed and hereby are severed from this document which shall otherwise remain in full force and effect.
19. **Shipping Tolerance** All orders are subject to shipping tolerances of + or - 10%
20. **Quotations** Unless otherwise stated, quoted prices are valid only for a period of fifteen days from the Quotation date. Any orders placed shall be subject to Seller's Standard Terms and Conditions of Sale. Shipping dates (where stated) are based on our best estimate of the time required to process your order. We will endeavor to meet the stated shipping date, but will not be responsible for loss or damages incurred as a result of a change in shipping date.
21. **Cancellation** Buyer agrees that an order shall in no event be subject to cancellation except upon the prior written consent of the Seller.