



## Terms and Conditions of Purchase

All purchases by Buyer are subject to the following terms and conditions and those on the face of the purchase order.

1. **Prices:** The Buyer shall not be required to pay for the goods or services at prices higher than those specified on the purchase order. The prices on the purchase order include all taxes, duties, and fees. No charge for transportation, storage, insurance, boxing, and packing will be allowed unless specified on the purchase order or agreed by the buyer in writing.
2. **Delivery:** The terms of delivery are stated on the purchase order. Time is of the essence and the obligation of the Seller to meet the delivery dates. Deliveries are to be made both in quantities and dates as specified on the purchase order. Shipments in greater or lesser quantities than ordered may be returned at the Seller's expense unless written authorization is issued by the buyer. The delivery window for the Purchase Order is 3 days early and 0 days late. If the Seller's deliveries fail to meet schedule, the Buyer may direct expedited shipping or charge excess cost to cancel the purchase order. Goods which are delivered in advance of the schedule may be returned at Seller's expense or have payment withheld by Buyer until the date that the goods are actually scheduled for delivery.
3. **Invoices and Payment:** Invoices shall reference Buyer PO, payment terms, invoice number, invoice date, invoice quantity, item number, unit price, freight charges.
4. **Risk of Loss:** The Seller shall bear all risk of loss of goods until such goods are delivered to Buyer's facility, unless specifically identified on the purchase order.
5. **Modification of Order:** No change in the terms of the purchase order shall be binding unless in writing and signed by the Buyer or Buyer's authorized agent. The Buyer reserves the right to change the purchase order at any time by submitting a written change order or new purchase order to the Seller. Changes by the Seller to the product, processes, suppliers and facilities must be approved by the Buyer.
6. **Inspection:** Payment of goods delivered shall not constitute acceptance of goods. Buyer shall have the right to inspect goods and reject any or all goods which are in the Buyer's judgment defective. Buyer and its customers also reserve the right to verify and inspect work-in-process at Seller's facility during Seller's normal working hours. Goods rejected and goods supplied in excess of quantities in the purchase order may be returned to the Seller at Seller's expense. Seller shall provide replacement goods on an expedited basis at Seller's expense.
7. **Indemnification:** Seller shall defend and indemnify Buyer against all damages, liabilities, claims, losses arising out of or resulting from any defect in the goods and/or services purchased.
8. **Export/Import Controls:** The Seller represents and warrants that no technical data furnished by the buyer shall be exported from the United States without first complying with all requirements of the International Traffic in Arms Regulations and the Export Administration Act.



9. Government Contracts: For purchase orders placed in support of any United States Government Prime Contract or any subcontract must follow the FAR clauses. The Seller must comply with the Truth and Negotiations Act, if applicable.
10. Specifications: Seller shall manufacture the goods in accordance with the current specifications and drawings
11. Termination: The Buyer may terminate any purchase order for convenience and without cause upon notice to the Seller. Seller shall be entitled to reasonable termination charges equal to the portion of the purchase order reflecting services performed or good delivered prior to termination, plus Seller's actual costs. These costs will exclude overhead and G&A. Seller shall submit any claim for termination costs in writing within thirty days of receipt of the notice. No termination charges will apply if the goods are not custom goods. Buyer may terminate in whole or part of this Purchase Order if the Seller fails to deliver or perform the services stated by this Purchase Order within the time specified.
12. Conflict Minerals: Seller shall comply with Conflict Minerals legal requirements. Conflict Minerals include gold, tantalum, tungsten and tin sourced from areas identified as conflict regions, including the Democratic Republic of Congo (DRC) and Central Africa. Supplier represents and warrants that no Conflict Minerals that originated in the DRC or an adjoining country are present in any product.
13. Seller assumes risk and is responsible for loss or damage to any material, parts, tooling and other property provided by Buyer to perform services on the Purchase Order. Seller shall return property to buyer, in same condition as received less reasonable wear, upon completion unless otherwise stated on Purchase Order or is consumed for the purpose of the Purchase Order.
14. Seller and any of its subcontractors shall consider all information and property for this Purchase Order as confidential.
15. Seller shall not assign, delegate or sub contract any or part of this Purchase Order without Buyer's consent.
16. Goods shall be packaged appropriately to prevent damage and contain all applicable certification documents and a packing list showing Buyer Purchase Order, item number, description and quantity shipped.
17. Rejected material: Buyer shall notify Seller for goods not in conformance with all the requirements of the Purchase Order and obtain a return material authorization from Seller before returning to Seller for repair or replacement.
18. Right of Entry: Must allow Joined Alloys Regulatory Authorities, and their customers, the right of access to the applicable areas of all facilities, at any level of the supply chain involved in the order, and to all applicable records. Joined Alloys reserves the right to perform an audit at the supplier if it is necessary.
19. Record Retention: Supplier must indefinitely maintain Acceptance Records of Conformance to contractual requirements including all inspection reports, contract reviews, travelers of work performed, material and outside process certifications, and specification process control records.
20. Supplier shall notify Joined Alloys of all changes in product and/or process, changes of suppliers, changes of manufacturing facility location and obtain Joined Alloys approval.
21. Joined Alloys will accept no fraudulent or counterfeit materials.