

Where the seller is listed this is Alliant Metals Inc. Where the buyer is listed this is for the Customer as sold to on customer Order.

1. Any promises or commitments in relation to quotations, or orders are made are subject to any acts or demands of the United States Government, and to strikes, fires, accidents, railway freight embargoes, material shortage, labor shortage, and all other causes beyond our control, and no liability shall be incurred by us for damages resulting from delay or failure in deliveries due to any of said causes. Cancellation of an order by buyer due to these causes is subject to a cancellation charge by seller to recover labor, material and other costs expended on the order.

2. Prices quoted are subject to change at seller's option prior to acceptance should changes in base prices, extras/surcharges or freight rate changes occur, which increase cost of production over contemplated costs at time of shipment. Orders will be noted if pricing is "surcharge in effect at time of shipment" on orders with extended ship dates.

3. State sales or use taxes [NH] are not exempt for MA Customers unless MA Exempt form is received. (Buyer/Customer is responsible for providing Sales Tax Exempt Form[s] prior to shipping/invoicing). Seller is not responsible to issue credits for sales tax once order ships.

4. Acceptance of orders is subject to approval of credit department. Seller reserves the right to suspend production or shipments if Seller considers Buyer unable to meet the terms of sale unless cash or other security is obtained from the buyer.

5. Defective material may be replaced, or credit issued on basis of original quoted costs, but no claims for labor are allowable. Retention of material beyond 10 days after its receipt constitutes an acceptance of material as received. All shortage claims must be made within 5 days after receipt of material. Seller reserves the right to replace defective or rejected material.

6. Terms **are 2% 10 net 30 if approved**. In the event of non-payment all charges incurred by the seller, including collection agency, attorney fees and court costs, will be due by the buyer in addition to all unpaid balances. Interest will also be charged at 1-1/2% per month on all overdue balances when brought to outside services for collection efforts. There is a surcharge on all credit card transactions which is not greater than our cost of acceptance. We will not surcharge DEBIT cards.

7. Processed material: inhouse or through outside processors – i.e. Cut/polished/ground/laser/waterjet/plasma material when furnished correctly cannot be returned for credit.

8. Special ordered material (non-stock Alliant items) When an order is canceled after material is ordered or buyer has not released for delivery, seller reserves the right to charge buyer for the costs of shipping and any restocking fee, if material cannot be returned to mills/vendors by Seller. Buyer is responsible for full cost of material and the order cannot be canceled and will be billed at such time.

9. Unless otherwise provided by seller, the right is reserved to overship or undership by 10% of the total order when such overage or underage is due to normal tolerance in manufacturing processes, allowances for rejection, estimation of weights or due to supplying stock length bars or multiples thereof.

10. Sales F.O.B. Destination: The Seller's responsibility for delivery of goods to destination is subject to all usual and customary clauses in the bill of lading as well as such additional clauses and stipulations as may be lawfully imposed by the carriers as a condition of their accepting the goods for transportation. Any changes at destination associated with handling or taking possession of material, such as car spotting, unloading, demurrage, import or export or license fees shall be for and paid by the account of the buyer.

11. Sales F.O.B. Shipping Point. Buyer takes title to material upon delivery to carrier at Shipping Point and any claims for non-delivery or delays, shall be the responsibility of the buyer. If any freight company back-charges Seller for freight unpaid by buyer on this order, then buyer will be billed by Seller and responsible for payment of such.

12. Inspection and Testing Costs. Seller will not be responsible for any charges or costs accrued by the buyer where delivery arrangements are unreasonably changed by the buyer on inspection or testing of material at destination.

13. Deferred Shipments. Seller reserves the right to renegotiate or cancel any order or orders without liability where delivery arrangements are unreasonably changed by the buyer resulting in disruption of scheduling or causing differences in costs.

14. Canceled Orders. When an order is canceled or terminated after production has started, seller reserves the right to charge buyer for the costs of labor and material expended and any other costs accrued against the order.

15. Buyer holds seller harmless against any claims for patent infringement resulting from processing, forging or heat treating any materials specified and/or supplied by buyer. Buyer holds seller harmless on any nuclear project in which material sold by Seller is used for such in buyer's end-product. Seller does not inquire nor is informed of end status of sold material. Buyer holds seller harmless against any claims for liabilities due to personal injuries or property damage resulting from the handling or application of the seller's products.

16. This order shall be governed by and construed in accordance with the laws of the State of New Hampshire, exclusive of the choice of law rules thereof and the state or federal courts located in Rockingham County, NH whom shall have exclusive jurisdiction with respect to any dispute related hereto and thereto.

17. Disputed Orders. When/If a problem exists with a material order, the customer is required to contact Alliant at delivery date and itemize the specifics of the problem. If this action is neglected and the customer takes it upon themselves to independently correct the error, the customer carries full responsibility of costs as Alliant was not given the option to perform any corrective action.

18. Unless specified in writing on order, all HOLD FOR RELEASE material will not be held beyond 120 days from date order is placed by customer. It will be billed per PO in full at that time.

19. Seller reserves the right to update these General Terms and Conditions after providing notice to buyer and will post changes on our website but will also note QUOTES, ORDERS, INVOICES and PACKING LISTS of where to read changes: www.alliantmetals.com or request copy from alliant@alliantmetals.com.