



1. PAYMENT. COPPER AND BRASS MILL PRODUCTS: 1/2% 15 days, net 30 from invoice date. Accounts not paid within 30 days from the end of the month in which invoices are rendered are subjected to interest charges. Interest will be charged at the per annum rate of 1% over the New York banks' prime rate as from time to time in effect, beginning on the first of the month following the date on which payment is due. If Buyer fails to make payment in accordance with this paragraph and the applicable invoice(s), Seller reserves the right to defer or discontinue further shipments to Buyer under this or any other contract until payment if made or until Seller receives adequate assurance from Buyer. Buyer is liable to Seller for any collection fee that Seller incurs in an attempt to collect on Buyer's past due accounts.

2. TAXES. Any tax or taxes now or hereafter under any existing or future law, upon or with respect to the sale, purchase, delivery, storage, processing use, consumption or transportation of the products specified (except income taxes), shall be for the account of the Buyer and, if paid or required to be paid by Seller, the amount thereof shall be added to and become part of the price payable by Buyer.

3. TRANSPORTATION. Unless otherwise expressly provided, all shipments shall be F.O.B. Seller's place of business with shipments paid by Seller only on single shipments of 5,000 pounds net or more to any one destination in the continental U.S., except Alaska. Shipments to Alaska shall be F.O.B. shipping point with freight paid to Seattle, Washington. Seller reserves the right to control the routing and when other than Seller's regular method of shipment is used, terms shall be F.O.B. shipping point with an actual freight allowed but not more than the lowest published rate. Buyer is responsible for filing timely and proper claims against carriers in the event products are lost or damaged in transit.

4. FITTING UP CHARGES. Any fitting up charges named are to cover part of the cost of the necessary tools and fixtures required for the particular work, such tools and fixtures to be and remain the sole property of the Seller and to remain in the Seller's possession for use exclusively in filing orders of the Buyer. There will be no additional charge for their upkeep or replacement, but if at any time, a period of two years has elapsed since the receipt of any order from the Buyer requiring the use of such tools and fixtures, Seller may thereafter make any such use or disposition of such tools and fixtures as Seller desires, without any accounting to the Buyer for such use or disposition, or the proceeds thereof, unless otherwise mutually agreed upon in writing. Terms on tools, fixtures and fitting up charges - Net Cash.

5. WARRANTY AND TOLERANCES. The sole and exclusive warranty which Seller makes with respect to the products sold is that they shall conform to the description on the face of this Acknowledgement Order and if such products are part of Seller's standard line offered by it to the trade generally, shall be equal to the fair average quality of such products of Seller and shall be produced in accordance with Seller's standard manufacturing procedures, within limits and of the sizes published by Seller, subject to Seller's standard tolerances for variations including those of quality Seller makes no other warranty express or implied as to the products sold hereunder. **NO IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR PARTICULAR PURPOSE SHALL APPLY.** In the event of breach of the express warranty stated above, Buyer shall not return the products but shall notify Seller in writing within 30 days after receipt of the products stating full particulars in support of his claim and shall give seller reasonable opportunity to investigate such claim and inspect the nonconforming products. Buyer's sole and exclusive remedy shall, at Seller's option and after Seller's inspection, be repair or replacement of nonconforming products F.O.B. shipping point or refund of the purchase price.

SELLER SHALL NOT BE LIABLE FOR ANY LOSSES, DAMAGES OR EXPENSES WHETHER DIRECT, INCIDENTAL OR CONSEQUENTIAL CAUSED BY OR RESULTING FROM THE USE OF DEFECTIVE OR NONCONFORMING PRODUCTS OR FROM DELAY IN DELIVERING PRODUCTS OR FOR ANY OTHER INCIDENTAL OR CONSEQUENTIAL DAMAGES. SELLER'S TOTAL LIABILITY WHETHER ARISING FROM OR BASED UPON BREACH OF WARRANTY, BREACH OF CONTRACT, TORT, INCLUDING SELLER'S NEGLIGENCE, STRICT LIABILITY, INDEMNITY OR ANY OTHER CAUSE OR BASIS WHATSOEVER, IS EXPRESSLY LIMITED TO THE PURCHASE PRICE OF THE PRODUCTS INVOLVED.

6. PATENT PROTECTION. If any material or product shall be manufactured and/or sold by Seller to meet Buyer's particular specifications or requirements and is not part of Seller's standard line offered by it to the trade generally in the usual course of Seller's business, such products shall be sold

subject to the limitations in the above Warranty and Tolerances provision and Buyer agrees to defend, protect and save Seller harmless from all suits at law or in equity and from all damages, claims and demands of actual or alleged infringement of any United States or foreign patent by reason of the manufacture and/or sale of such material or product.

7. FORCE MAJEURE. Seller will not be responsible for any failure or delay in the performance of orders or in delivery of shipment of goods or for any damages suffered by Buyer by reason of such failure or delay when such failure or delay is directly or indirectly caused by or in any manner arisen from Acts of God, wars, riots, fires, explosions, breakdowns or accidents, strikes, lockouts, or other labor difficulties, lack or shortages of labor, materials, utilities, energy source, or transportation facilities, delays of carriers, compliance with governmental rules, regulations, priorities, allocations or other governmental requirements, any other like causes, or any other unlike causes beyond Seller's reasonable control. The foregoing shall be in addition to and not in limitation of any excuses for nonperformance available to Seller under the Uniform Commercial Code or any other applicable law. In the event Seller is excused from performance under any of the foregoing provisions or applicable law, Seller has the further right, notwithstanding any provision of the order to the contrary, at its option, to either allocate its available goods between itself and its affiliated companies and its customers in such manner as Seller may consider equitable, or cancel the remainder of the order.

8. INSPECTION CHARGES. Where Buyer requires test or inspections not provided by Seller, Seller may charge Buyer for the actual cost of such tests or inspections. No such tests or inspections shall enlarge the scope of Seller's warranty or liability.

9. TERMINATION. In the event of cancellation or termination by Buyer of this order or contract before completion thereof, for any cause other than breach thereof by Seller, Buyer shall pay to Seller, promptly upon receipt of invoice from Seller;

(a) Contract price for all products which have been completed prior to receipt of termination.

(b) All actual charges made or incurred by Seller in connection with the uncompleted portion of the order as determined by Seller's normal accounting practices. Such charges shall include overhead and cost of material in process or purchased for processing the order, which materials shall belong to Buyer after payment.

(c) Cancellation charges, if any, payable by Seller on account of its commitment made pursuant to the order of contract.

10. GOVERNMENT REQUIREMENTS. Any provisions required to be included in a contract of this type by any applicable federal, state or local law or ordinance of governmental rule, regulation, order, or other governmental requirement shall be deemed to be incorporated herein.

11. WAIVER OR INVALIDITY. Waiver by Seller or Buyer of any provision or of the breach of any provision shall not be construed as a waiver of any other provision or of any other breach of the provision or of any other provision. The invalidity of any provision shall not affect the validity of the remaining provisions or of the contract as a whole.

12. APPLICABLE LAW AND JURISDICTION. Buyer and Seller agree that interpretation of and performance under these contract terms and conditions, as well as all other aspects of the transaction contemplated by these terms and conditions, shall be governed by the laws of the State of Delaware, including the Uniform Commercial Code that any action of law, suit in equity or other judicial proceeding with respect thereto may be brought and maintained in the federal and state courts of record situate in the Commonwealth of Pennsylvania; and that the mailing to the last known address of the respective parties of any process, by registered mail shall constitute lawful and valid service process. Buyer waives any objections or defenses to the choice of forum.

13. NO OTHER TERMS. No terms or conditions, other than those stated herein, and no agreement or understanding, oral or written, in any way purporting to modify these terms or conditions, whether contained in Buyer's purchase or shipping release forms; or elsewhere, shall be binding on Seller unless hereafter made in writing and signed by Seller's authorized representative. All proposals, negotiations, and representations if any, made prior hereto or concurrently herewith are merged herein. The captions to the foregoing clauses are informational only and of no legal force and effect.