

1. TECH MET'S Terms and Conditions Control the Agreement.

A. These terms and conditions apply to all goods ("Goods") and services ("Services") provided or performed by Tech Met Inc. ("TECH MET") to or for buyer ("BUYER") of such Goods and/or Services. These terms and conditions are incorporated into and made a part of the agreement or proposal ("Agreement") by TECH MET to sell to BUYER the Goods and/or perform the Services referenced in the Agreement. The Agreement expressly limits BUYER's acceptance to these terms and conditions. BUYER may reject the Agreement by not ordering or receiving any Goods or Services. The Agreement does not constitute an acceptance by TECH MET of any offer or counteroffer of BUYER, and unless otherwise accepted by TECH MET in writing, TECH MET hereby rejects any additional, different, or inconsistent terms, conditions or limitations contained in or incorporated by reference in any forms, purchase orders or other documents of BUYER that already have been or hereafter may be presented to TECH MET with respect to the Agreement.

B. If BUYER has submitted or will submit additional and/or different terms and conditions to TECH MET, or submit a counteroffer to TECH MET, TECH MET's subsequent performance will not be construed as either acceptance of BUYER's additional and/or different terms and conditions or BUYER's counteroffer, nor will TECH MET's subsequent performance be viewed as a willingness to accept any provision of the Uniform Commercial Code, as adopted by any State or Commonwealth, that is contrary or in addition to any of the terms and conditions hereof.

2. Prices.

A. Unless otherwise agreed to by the parties in writing, TECH MET's prices for the Goods and Services will be the prices stated on the face of this document or TECH MET's standard prices for such Goods and Services as of the date hereof; provided, however, that TECH MET may change the price for the Goods and Services in accordance with its standard pricing for such Goods and Services prior to the date of shipment of Goods or performance of Services, as the case may be.

B. The prices of any and all Goods and Services shall be confidential, and BUYER shall not disclose such prices to any unrelated third party. TECH MET and BUYER acknowledge and agree that money damages for any and all breaches of BUYER's obligation not to disclose the price of any Goods or Services is both inculcable and insufficient and that any such breach would irreparably harm TECH MET. Therefore, in the event of an actual or prospective breach of the obligation of BUYER not to disclose the prices of any Goods and Services, TECH MET shall be entitled to a permanent and/or a preliminary injunction to prevent or remedy such breach and shall be entitled to specific enforcement of this Agreement against BUYER in addition to any other remedies to which TECH MET may be entitled at law or in equity.

3. **Specifications.** TECH MET warrants that the Goods manufactured by TECH MET will conform to applicable TECH MET specifications upon delivery to BUYER. Notwithstanding the foregoing, TECH MET assumes no liability for any errors or omissions in any specifications provided or required by BUYER, including, without limitation, any errors or omissions made by TECH MET in interpreting any BUYER specifications.

4. Shipment of Goods; Performance of Services.

A. Shipment of all Goods shall be made C.P.T. TECH MET's facility. BUYER shall bear the risk of loss and damage to Goods after delivery to TECH MET's facility.

B. Any shipping dates for Goods or performance dates for Services given in advance of actual shipment of Goods or performance of Services are TECH MET's best estimates for informational purposes only, and deliveries of Goods and performance of Services will be made subject to prior orders on file with TECH MET. Unless otherwise agreed to by TECH MET in writing, TECH MET may, in its sole discretion, use any commercial carriers for shipment of the Goods. TECH MET will attempt to use its commercially reasonable efforts to comply with BUYER's requests as to method and route of transportation, but TECH MET reserves the right to use an alternate method or route of transportation, whether or not at a higher rate.

C. BUYER is responsible for obtaining, at its sole cost and expense, any and all necessary licenses and permits for the Goods and Services, including, without limitation, any licenses and permits for transportation.

D. If BUYER is unable to receive the Goods when they are tendered, BUYER will be liable to TECH MET for any losses, damages, or additional expenses incurred or suffered by TECH MET as a result of BUYER's inability to receive the Goods; provided, however, that this section shall not apply during any Force Majeure Event (defined below).

E. TECH MET may cancel in whole or in part any order for Goods or performance of Services under the Agreement at any time. In the event of such cancellation, TECH MET shall promptly return to BUYER any prepaid amounts.

F. Until BUYER has paid all amounts owed to TECH MET for any Goods, BUYER shall hold such Goods in trust for TECH MET, and TECH MET may repossess them if BUYER fails to pay for them in accordance with the terms of the Agreement.

5. Payment and Termination.

A. All payments for Goods and Services must be made in United States currency unless specified in writing by TECH MET. Payments for Goods and Services will be made by such means as TECH MET may specify, such as by check or wire transfer, provided that TECH MET may refuse, in its sole discretion, payment by any means, including, without limitation, credit cards. All payments shall be made without deduction or setoff for any bank or other transaction fees that Buyer may have to remit.

B. Payment for Goods and Services is due 30 days from the date of invoice.

C. TECH MET shall have the right to offset any and all undisputed amounts due and owing from TECH MET to BUYER under this Agreement, including, without limitation, any chargebacks or rebates, against any undisputed amounts due and owing from BUYER to TECH MET under this Agreement.

D. If BUYER defaults in payment, BUYER shall be liable for all reasonable collection costs incurred by TECH MET including, but not limited to, attorneys' and collection agency fees. Additionally, if BUYER defaults in payment, TECH MET may, in its sole discretion, terminate the Agreement. If BUYER defaults on any payment obligation under the Agreement or any other contract between TECH MET and BUYER, all sums then owing to TECH MET by BUYER shall become due and payable immediately and TECH MET shall be entitled, without prejudice to any other right or remedy available to TECH MET hereunder, at law, in equity or otherwise, to do all or any of the following: (i) to cancel or suspend any or all further provision of Goods or performance of Service under the Agreement and under any other contract or contracts between TECH MET and BUYER, without notice; (ii) to charge interest on a daily basis on any amount outstanding at the rate equal to the lesser of 1.5% per month or the maximum rate of interest permitted under applicable law; and/or (iii) to serve notice on BUYER requiring immediate payment for all Goods provided by TECH MET or Services performed by TECH MET under this Agreement and all other contracts with BUYER whether or not payment is otherwise due. BUYER shall also reimburse TECH MET for all costs incurred in collecting any late payments, including, without limitation, attorneys' fees. BUYER shall notify TECH MET in writing of any dispute with any invoice (along with substantiating documentation) within 15 days from the date of such invoice. BUYER will be deemed to have accepted all invoices for which TECH MET does not receive timely notification of dispute.

E. Unless otherwise provided in a signed writing between TECH MET and BUYER, and in addition to any other right or remedy specified in these terms and conditions or that is available to TECH MET at law, in equity or otherwise, TECH MET may terminate any or all transactions under the Agreement upon written notice to BUYER and without liability therefore: (i) if BUYER fails to pay any amount when due under the Agreement; (ii) if BUYER breaches any provision of these terms and conditions (other than its obligation to pay any amount under the Agreement when due), and either the breach cannot be cured or, if the breach can be cured, it is not cured by BUYER within 15 days after BUYER's receipt of written notice of such breach; (iii) if BUYER becomes insolvent or files, or has filed against it, a petition for voluntary or involuntary bankruptcy or pursuant to any other insolvency law, makes or seeks to make a general assignment for the benefit of its creditors or applies for, or consents to, the appointment of a trustee, receiver or custodian for a substantial part of its property, or is generally unable to pay its debts as they become due; (iv) if BUYER fails to observe or perform any term, covenant or condition on BUYER's part to be observed or performed under any agreement with TECH MET, other than these terms and conditions, and such default continues beyond any grace period set forth in such other agreement for the remedying of such default; or (v) if BUYER sells, transfers or disposes of all or substantially all of its assets, or merges or consolidates with any other entity.

6. **Taxes and Fees.** The purchase price of the Goods and Services does not include transportation taxes and sales, use, excise, import or any similar tax or other governmental charge or any other fees arising pursuant to or in connection with the sale, purchase, processing, delivery, storage, use, consumption, performance or transportation of the Goods and Services. BUYER is responsible for the payment of any such taxes and other fees applicable to the Agreement and to the sale and/or furnishing of the Goods and Services.

7. **Cancellation.** BUYER may cancel its order for Goods and/or Services at any time upon 30 business days' prior written notice to TECH MET. In the event of cancellation, BUYER shall pay to TECH MET, within 30 days of cancellation, all costs and expenses incurred by TECH MET prior to receipt of the request of cancellation.

8. **Limited Warranties.** EXCEPT AS EXPRESSLY SET FORTH HEREIN, TECH MET HEREBY EXPRESSLY DISCLAIMS AND EXCLUDES ANY AND ALL REPRESENTATIONS AND WARRANTIES, WHETHER WRITTEN OR ORAL, WHETHER EXPRESS OR IMPLIED, WHETHER ARISING BY CONTRACT, AT LAW, IN EQUITY, BY STRICT LIABILITY, TORT OR OTHERWISE, WITH RESPECT TO THE GOODS AND SERVICES, INCLUDING, BUT NOT LIMITED TO, ANY WARRANTY OF MERCHANTABILITY AND ANY WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE. TECH MET WARRANTS THAT IT WILL CONVEY THE GOODS WITH GOOD TITLE, FREE FROM ANY LAWFUL LIEN ENCUMBRANCE.

9. **Exclusive Remedy.** BUYER'S EXCLUSIVE remedy against TECH MET for any claim for, or arising out of any Good tendered to BUYER is the repair or replacement of the Good, or alternatively, at TECH MET's sole election, a refund of the purchase price of the Good. BUYER'S EXCLUSIVE remedy against TECH MET arising out of any defect in, or in connection with, any Service provided hereunder is the re-performance of that Service or, at TECH MET's sole election, a refund of the purchase price of the Service. These remedies will only be available to BUYER for 6 months after the Good is tendered or Service is provided to BUYER. Any Good returned to TECH MET for repair, replacement or refund under this Section 9 will be returned by BUYER in accordance with TECH MET's return procedures then in effect.

10. **Limitation of Liability.** NOTWITHSTANDING ANYTHING ELSE CONTAINED HEREIN TO THE CONTRARY, IN NO EVENT WILL: (A) TECH MET BE LIABLE TO BUYER FOR ANY CIRCUMSTANTIAL, CONSEQUENTIAL, CONTINGENT, EXEMPLARY, INCIDENTAL, INDIRECT, LIQUIDATED, MATERIAL, PUNITIVE, SPECIAL, SPECULATIVE OR OTHER DAMAGES, INCLUDING, WITHOUT LIMITATION, DAMAGES FOR LOST PROFITS, SALES

OR REVENUES, COST OF REPLACEMENT GOODS, LOST BUSINESS OR BUSINESS INTERRUPTIONS IN ANY MANNER PURSUANT TO OR IN CONNECTION WITH THE AGREEMENT, THE GOODS OR THE SERVICES (EVEN IF BUYER IS MADE AWARE OF THE POTENTIAL FOR SUCH DAMAGES), AND (B) TECH MET'S TOTAL LIABILITY RELATED TO ANY GOOD OR SERVICE EXCEED THE PURCHASE PRICE OF SUCH GOOD OR SERVICE.

11. **Indemnification.** BUYER agrees to defend, indemnify, and save harmless TECH MET from any direct loss, cost, damage, claim or expense, including attorney's fees and court costs, of any nature for any third party claim of death or injury to persons or damage to tangible personal property to the extent arising out of the negligence or willful misconduct of the indemnifying party. BUYER agrees, at its own expense, to defend, indemnify and hold harmless TECH MET, its officers, agents, employees and principals, in each case whether current or former, against any and all losses, costs, including investigation costs, damages, claims, liabilities or expenses of any kind, including without limitation attorneys' fees, to the extent arising out of or resulting from, directly or indirectly, any claim by BUYER, its officers, agents, employees and principals, whether current or former, or subsequent users or purchasers of Goods or Services (collectively, a "Claimant"), in each case with respect to: (i) BUYER's violation of these terms and conditions and/or applicable laws, regulations and other governing authorities; (ii) acts or omissions of a Claimant (including without limitation any modification to Goods by a Claimant or the modification or removal of existing warnings about risks resulting from improper use of Goods); or (iii) a violation of proprietary rights of third parties due to, or injury or death to persons or damage to property caused by, Buyer undertaken in violation of these terms and conditions.

12. **Product Suitability.** TECH MET warrants that it will comply with all applicable laws, rules, restrictions and regulations of the U.S.

13. **Intellectual Property Rights.** TECH MET (or its licensors) retains all exclusive right, power and authority as to all of its (or their) patents (including all reissues, divisionals, provisionals, continuations and continuations-in-part, re-examinations, renewals, substitutions and extensions thereof), patent applications, other patent rights and any other governmental authority-issued indicia of invention ownership, U.S. and foreign trademarks, service marks, trade dress, trade names, brand names, logos, trade dress, corporate names and domain names, and other similar designations of source, sponsorship, association or origin, trade secrets, works of authorship, expressions, designs and design registrations, whether or not copyrightable, including copyrights and copyrightable works, and all other intellectual property and industrial property rights, together with the goodwill symbolized by any of the foregoing, in each case whether registered or unregistered and including all registrations and applications for, and renewals and extensions of, such rights and all similar or equivalent rights or forms of protection in any part of the world (collectively, "Tech Met IP"). BUYER acknowledges and agrees that: (i) BUYER shall not acquire any ownership interest in, or independent right to use, any Tech Met IP under these terms and conditions; (ii) any goodwill derived from the use by BUYER of Tech Met IP inures to the benefit of TECH MET or its licensors, as the case may be; (iii) notwithstanding the foregoing, if BUYER acquires any rights in or relating to any Tech Met IP (including any rights in any trademarks, derivative works or patent improvements relating thereto) by operation of law, or otherwise, BUYER acknowledges and agrees that such rights are deemed and are hereby irrevocably assigned to TECH MET or its licensors, as the case may be, without further action by either of the parties; (iv) BUYER shall use Tech Met IP solely for purposes of using Goods or accepting Services and only in accordance with these terms and conditions and the instructions of TECH MET. Without limiting the foregoing, BUYER shall not remove any designation of Tech Met IP from, or used in connection with, any Goods purchased or Services performed under these terms and conditions, nor shall BUYER add any designations of Tech Met IP to any other goods not provided by TECH MET. TECH MET retains all copyrights and other ownership rights with respect to all drawings, models, plans, software, samples, and other documentation concerning Goods or Services or that otherwise includes Tech Met IP (collectively, "Confidential Information"). Confidential Information may not be copied or disclosed to others without TECH MET's express written consent and BUYER must promptly return to TECH MET such Confidential Information upon TECH MET's request. TECH MET reserves the right, subject to reasonable notice, to request an audit and/or written verification that is satisfactory to TECH MET to ensure that BUYER is not misusing any Tech Met IP, and BUYER shall, within 10 days, provide such audit and/or written verification to TECH MET.

14. Export Controls; Availability; Laws.

A. Certain Goods may be subject to export controls under the laws, regulations and/or directives of the United States and various other countries. Both parties must comply with such laws and regulations, as applicable to said party, and not export, re-export or transfer these Goods to any country to which such export, re-export, or transfer is forbidden or without first obtaining all required authorizations or licenses.

B. Due to government regulations and product availability, not all goods sold by TECH MET may be available in every area.

C. BUYER hereby warrants and represents that it will comply, in all material respects, with any and all Laws with respect to the purchase, use, and operation of any and all Goods and Services. BUYER acknowledges and agrees that TECH MET is not required to provide any Goods or perform Services the fulfillment of which would violate applicable law, rule or regulation, including without limitation those with respect to import or export controls. BUYER agrees to provide all information and documents, and to procure all necessary permits, authorizations and approvals with respect to TECH MET's provision of any Goods. For purposes hereof, "Laws" means any international, multilateral, national, foreign, federal, state, municipal, local (or other political subdivision) or administrative laws, constitutions, statutes, codes, ordinances, rules, regulations, requirements, standards, policies or guidelines having the force of law, treaties, judgments or orders of any kind or nature whatsoever, including, without limitation, any judgment or principle of common law.

15. **Interpretation of the Agreement.** None of TECH MET's or BUYER's shareholders, directors, officers, partners, managers, employees, agents or representatives have any authority to orally modify or alter in any way the terms and conditions of the Agreement. The terms, conditions, and limitations set forth in the Agreement can be modified, altered, or added to by a subsequent written instrument signed by an authorized representative of TECH MET and the BUYER. Regardless of how many times BUYER purchases, or has purchased, Goods and Services from TECH MET by whatever means, each time BUYER accepts the Agreement, BUYER and TECH MET enter into a separate agreement that will be interpreted without reference to any other agreement between BUYER and TECH MET, or what BUYER may claim to be a course of dealing or course of performance that has arisen between BUYER and TECH MET. No inconsistent usage of trade or industry custom, if any, prior to, contemporaneous with or subsequent to the making of the Agreement will have, vary, serve to explain or serve to interpret any of the terms, conditions and limitations of the Agreement. The Agreement is the sole and exclusive agreement with respect to the matters discussed herein and the provision of Goods and Services hereunder, (except for any contemporaneous writing agreed to in writing by TECH MET and BUYER expressly modifying the terms and conditions hereof, which is hereby incorporated herein by reference and made a part hereof) and supersedes all prior and contemporaneous agreements and understandings, negotiations, inducements, representations or conditions, whether oral or written, whether express or implied, with respect to such matters. Failure by either party to enforce any of the terms, conditions and limitations of the Agreement will not constitute a waiver of those terms, conditions and limitations or a waiver of any other terms, conditions or limitations of the Agreement, and the failure of either party to exercise any right (whether provided by the Agreement, law, equity, or otherwise) arising from the other party's default under the Agreement will not constitute a waiver of that right or any other rights.

16. Force Majeure.

Neither TECH MET nor BUYER shall be liable for damages for its failure to perform due to contingencies beyond its control including but not limited to strikes, riots, flooding, terrorism, fires or acts of God (a "Force Majeure Event"). No contingency under this section shall excuse BUYER from its obligation to make prompt payment of monies due and owing for Goods provided or Services rendered.

During any period when performance of a party's obligation is prevented by a Force Majeure Event, that obligation shall be suspended provided that the party whose performance is suspended shall resume performance as soon as reasonably possible upon cessation of the Force Majeure Event. The party claiming inability to perform shall notify the other party as soon as practical upon the beginning and ending of the Force Majeure Event.

The parties may make reasonable efforts to perform the obligations of the Agreement during the Force Majeure Event. A party shall inform the other if the Force Majeure Event is reasonably expected to last longer than 60 days, and the party not experiencing the Force Majeure Event may, by written notice to the other party, terminate this Agreement with no further obligations, except the obligation to pay for Goods provided and Services rendered up through and including the date of termination.

17. **Choice of Law; Choice of Venue; Assignment.** The negotiation, execution, performance, termination, interpretation and construction of the Agreement will be governed by the internal laws of the Commonwealth of Pennsylvania, except for Pennsylvania's choice of law rules. If either TECH MET or BUYER brings a lawsuit or any other action arising out of the Agreement against the other party, such party must file its lawsuit or other action in a state or federal court located in Pittsburgh, Pennsylvania. TECH MET and BUYER expressly submit to the exclusive jurisdiction of those courts and consent to venue in those courts, and TECH MET and BUYER consent to extra-territorial service of process on TECH MET and BUYER. In the event of litigation pertaining to any matter covered by the Agreement, each of TECH MET and BUYER hereby agree to waive any right that it may have to a jury trial of any or all issues that may be raised in such litigation, and the successful party in such litigation shall be entitled to payment for its expenses from the non-successful party. Nothing contained in the Agreement will be construed to limit or waive any rights of TECH MET under applicable United States federal, state, or local laws. Any provision of the Agreement held to be invalid, illegal or unenforceable will be ineffective to the extent of such invalidity, illegality or unenforceability without affecting the validity, legality and enforceability of the remaining provisions hereof. BUYER shall not assign the Agreement (including by operation of law) without the prior written consent of TECH MET, such consent to be in TECH MET's sole discretion, and any attempted assignment of the Agreement without such consent shall be null and void.

18. **Binding Authority.** Any director, officer, employee, representative, or agent of BUYER and of TECH MET signing or otherwise entering into this Agreement hereby represents and warrants that he or she is duly authorized to execute and enter into this Agreement on behalf of BUYER or, as applicable, TECH MET.

19. **Modifications to Terms and Conditions.** TECH MET reserves the right to modify these terms and conditions at any time and from time to time and BUYER is advised to check TECH MET's website at www.techmetinc.com periodically for updates. Any terms existing on such website that vary from or supplement these terms and conditions are hereby incorporated by reference and shall control in the event of a conflict with these terms and conditions. In continuing to purchase Goods from TECH MET after publication of any modification or supplementation of these terms and conditions on such website, BUYER agrees to any such modified or supplemental terms as if they were fully set forth herein.