



## Purchase Order Terms & Conditions

- 1. ACCEPTANCE** - Seller's commencement of work on the goods subject to this purchase order or shipment of such goods, whichever occurs first, shall be deemed an effective mode of acceptance of Buyer's offer to purchase contained in this purchase order. Any acceptance of this purchase order is limited to acceptance of the express terms of the offer contained on the face and back hereof. Any proposal for additional or different terms or any attempt by Seller to vary in any degree any of the terms of this offer in Seller's acceptance is hereby objected to and rejected, but such proposal shall not operate as a rejection of this offer unless such variances are in the terms of the description, quantity, price or delivery schedule of the goods, but shall be deemed a material alteration thereof, and this offer shall be deemed accepted by Seller without said additional or different terms. If this purchase order shall be deemed an acceptance of a prior offer by Seller, such acceptance is limited to the express terms contained on the face and on the back hereof. Additional or different terms or any attempt by Seller to vary in any degree any of the terms of this purchase order shall be deemed material and are objected to and rejected, but this purchase order shall not operate as a rejection of the Seller's offer unless it contains variances in the terms of the description, quantity, price or delivery schedule of the goods.
- 2. INVOICES/DOCUMENTATION** - Seller must provide invoices to Buyer, or as requested on the face of this purchase order, promptly after shipment is made, as all discounts will be calculated from the actual date of receipt of the goods by Buyer or date of invoice, whichever is later. All material and products must be identified and traceable to material test reports through heat/lot numbers. Test reports and/or other relevant order information records must be maintained by the Seller indefinitely. A digital and physical copy of the applicable test reports must accompany shipment.
- 3. EXTRA CHARGE** - No extra charge of any kind, including charges for boxing and packing, will be allowed unless specifically authorized on the face of this order, or agreed to in writing by Buyer.
- 4. PRICE** - Price specified on this order is the expected price to be billed and in no event is this order to be filled at higher prices than quoted or charged, without Buyer's written consent.
- 5. DELIVERY** - Deliveries are to be made both in quantities and at times specified in by the Buyer as stated on the face of this order. Buyer is not obligated to accept early deliveries, partial deliveries or excess deliveries. If Seller's deliveries fail to meet schedule, Buyer, without limiting its other rights or remedies, may either direct Seller or terminate all or part of this order in accordance with the Cancellation provision hereof. Any additional handling charges resulting from Seller's failure to comply with Buyer's shipping instructions will be charged to Seller.
- 6. CHANGES** - Buyer shall have the right at any time to make changes in his order. If any such changes cause an increase or decrease in the cost, or the time required for the performance, an equitable adjustment shall be made and this order shall be modified in writing accordingly. Seller agrees to accept any such changes subject to this paragraph. Seller shall not make any changes in materials, components, manufacturing processes, or methods used in production of the goods covered by this order without the prior written consent of Buyer. Seller shall reimburse Buyer for any damage or expense sustained by Buyer as a result of violation of this clause by Seller. When requested, Seller shall place in writing the nature of their request for deviation from the original order requirements prior to consideration for acceptance by the Buyer. Seller shall immediately notify Buyer of nonconforming product, in process or completed, and await disposition.
- 7. WARRANTY** - Seller expressly warrants that all goods and services furnished under this purchase order shall conform to all applicable specifications and descriptions and will be free from any defects in material or workmanship. If Seller knows or has reason to know the particular purpose for which Buyer intends to use the goods or services, Seller warrants that such goods or services will be fit for such particular purpose. Seller's warranty shall run to Buyer, its successors, assigns and customers, and users of products sold by Buyer. Seller shall indemnify and save Buyer harmless from any breach of this warranty, and no limitations on Buyer's remedy in Seller's documents shall operate to reduce this indemnification. This warranty is in addition to all warranties contained under the law.
- 8. INDEMNIFICATION** - Seller shall defend, indemnify and hold harmless Buyer against all damages, claims or liabilities and expenses (including attorneys' fees) arising out of or resulting in any way from any defect in the goods or services purchased hereunder, or from any act or omission of Seller, its agents, employees or subcontractors. This indemnification shall be in addition to the warranty obligations of Seller.
- 9. INSPECTION** - Buyer shall have the right to inspect the goods delivered hereunder and to reject any or all of said goods which are in Buyer's judgement defective or non-conforming. Goods rejected and goods supplied in excess of quantities called for herein will be held for Seller's instruction at Seller's risk and if Seller so directs, will be returned at Seller's expense and, in addition to Buyer's other rights, Buyer may charge Seller all expenses of unpacking, examining, repacking and reshipping such goods. Payment for the goods delivered hereunder shall not constitute acceptance thereof, nor will acceptance remove Seller's responsibility for latent defects. Acceptance or failure to inspect by Buyer shall not relieve Seller of any of its responsibilities or warranties hereunder and nothing contained in this purchase order shall release in any way the Seller from the obligation of testing, inspection and quality control.



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**10. COMPLIANCE WITH LAWS** - In performance of work under this order, Seller agrees to comply with all applicable Federal, state and local laws, rules, regulations and ordinances relating to the manufacture, storage, sale and delivery of all goods sold and delivered hereunder. Seller agrees to defend, protect, indemnify and hold buyer harmless against all suits and any damages, penalties, claims and demands arising out of Seller's violation of such laws, rules, regulations and ordinances.

**11. PROPRIETARY INFORMATION - CONFIDENTIALITY** - Seller shall consider all information furnished by Buyer to be confidential and shall not disclose any such information to any other person, or use such information itself for any purpose other than performing this contract.

**12. FORCE MAJEURE** - Buyer may delay delivery or acceptance occasioned by causes beyond its control. Seller shall hold such goods at the direction of Buyer and shall deliver them when the cause affecting the delay has been removed. Buyer shall be responsible only for Seller's direct additional costs in holding the goods or delaying performance of the agreement at buyer's request. Causes beyond Buyer's control shall include government action or failure of the government to act where such action is required, strike or other labor trouble, fire, pandemic, unusually severe weather, or unforeseeable acts of God.

**13. LIMITATION OF LIABILITY/STATUTE OF LIMITATIONS** - Buyer's liability for damages, whether based upon negligence, breach of warranty, breach of contract or otherwise shall not include liability for special, incidental, punitive or consequential damages. Any action resulting from any breach on the part of Buyer as to the goods or services delivered hereunder must be commenced within one year after the cause of action has accrued.

**14. APPLICABLE LAW** - The interpretation of the terms and obligations hereunder will be construed and governed by the laws of the state of California, excluding its choice of law rules and excluding the U.N. Convention on Contracts for the International Sale of Goods.

**15. WAIVER** - Buyer's failure to insist on performance of any of the terms or conditions herein or to exercise any right or privilege or Buyer's waiver of any breach hereunder shall not thereafter waive any other terms, conditions, or privileges, whether of the same of similar type.

**16. RIGHT OF ENTRY** - Seller will provide the Buyer, buyers' customer and regulatory agencies access and right of entry to sellers' facilities, with proper notification, to determine and verify the quality of the work, materials, and technical records associated with this purchase order.

**17. PREVENTION OF COUNTERFEIT PARTS** - Material and documentation shall be controlled to prevent the delivery of counterfeit, suspect counterfeit, and unapproved parts use and their inclusion in product(s). Supplier shall provide written notification to Altemp Alloys Quality Department if supplier becomes aware or suspects that it has furnished counterfeit or unapproved material to Altemp Alloys.

**18. ETHICAL BEHAVIOR** - Supplier shall ensure personnel are aware of the importance of ethical behavior, their contribution to product conformity, and their contribution to product safety.

**19. ACCEPTANCE AUTHORITY MEDIA (STAMPS, ELECTRONIC SIGNOFF, MANUAL SIGNOFF, ETC)** - Supplier shall ensure the means are defined to document the status of outputs with respect but not limited to conformity, configuration, monitoring, measurement requirements and identification throughout processing as necessary.

**20. AGREEMENT** - This purchase order, together with any documents referred to on the face hereof, constitutes the entire agreement between the parties and can only be modified by a writing signed by both parties. No part of this order may be assigned or subcontracted without the prior written approval of Buyer.

**21. FRAUD AND FALSIFICATION** - The recording of false, fictitious or fraudulent statements or entries on this document may be punishable as a felony under Federal Statute.

**22. COMPLIANCE** - Suppliers of Altemp Alloys LLC shall comply with the latest revisions of Regulatory Compliance requirements as applicable. Specifically Conflict Minerals, REACH, RoHS, Prop 65 (California). If not in compliance the supplier shall notify Altemp Alloys LLC prior to accepting a contract for delivery of any products.