



## TERMS AND CONDITIONS OF SALE

ALL PURCHASE ORDERS ARE CONDITIONED ON CUSTOMER'S ASSENT TO THESE TERMS AND CONDITIONS, WHICH SHALL BE CONCLUSIVELY DETERMINED BY CUSTOMER'S ACT OF PLACING AN ORDER WITHOUT PRIOR OR CONTEMPORANEOUS WRITTEN OBJECTION TO THESE TERMS AND CONDITIONS.

All quotations are made and nonferrous castings are sold upon the following terms and conditions. The following defined terms are used throughout these Terms and Conditions of Sale: Erie Bronze and Aluminum Company shall be referred to as "Seller" and the buyer of castings shall be referred to as the "Purchaser."

1. Quotations must be accepted and releases scheduled to the Seller within (30) days from the date of quotation, with the additional provision that quotations are subject to any changes in the metal price structure between date of quotation and date of acceptance.
2. Items sold as unmachined castings will have gates, risers, fins and similar extraneous metal removed to approximately the contour of the casting. Castings sold as machined will be made to the Purchaser's drawing or as agreed upon by both the Seller and the Purchaser.
3. Unless otherwise agreed upon in writing, all shipments will be made F.O.B. Erie Bronze & Aluminum Co. Shipping dates contained in any purchase order are approximate and Seller shall not be liable for any delay in shipping for any reason.
4. Our standard terms are ½% discount for payment in 10 days, Net 30 days from the date of the invoice.
5. Any damaged freight received by the Purchaser must be reported to the freight carrier at time of receipt and noted on the Bill of Lading. Failure to do so may limit the ability to file a claim with the carrier.
6. Claims for error in weight or number must be made within ten (10) days after the receipt of castings.
7. Credit will be given for castings rejected due to foundry defects. Such castings must be reported and returned to the Seller within ninety (90) days after their receipt. Credit will be given and transportation allowed for actual weight of such castings returned. Seller is not responsible for machine work, welding, inserts, or chills furnished by Purchaser, labor charges or any other losses or damage caused by defective castings.
8. Seller is not responsible for loss or damage to pattern equipment by fire or other casualties beyond its control. It is the responsibility of the Purchaser to carry all forms of insurance that it deems necessary.
9. Seller shall not be responsible to Purchaser or any third party for any damages resulting from any failure or delay in manufacturing or shipping due to any cause beyond Seller's reasonable control, including but not limited to: (1) intervening legal requirements or governmental directives; (2) a strike or boycott (whether occurring at Seller, Purchaser's business, or the business of any supplier, either of Seller or Purchaser, or elsewhere); (3) acts of God; (4) force majeure; (5) delays caused by Seller's suppliers or vendors; (6) the acts of a third party hired by Purchaser; or (7) war, terrorism or similar disruptions.
10. Inquiries for new items from Purchasers shall include the actual or estimated rough weight of casting and an accurate detailed description of the pattern and core box and other equipment to be furnished. When new patterns are to be made, the Purchaser should submit data files to the Seller to help determine the best method for constructing the pattern equipment. Quotations will be made on Purchaser's information.
11. Any equipment supplied by the Purchaser shall be in proper condition to produce the quantity and quality of castings agreed upon. All repairs and charges necessary to place equipment in proper condition shall be the Purchaser's obligation. Additional pattern costs may apply if the Seller is unable to use the Purchaser's pattern equipment.
12. The foundry shall not be liable in any manner for loss or damage by reason of the manufacture and sale to the Purchaser of any patented device or parts thereof made in accordance with drawings, designs, models, or patterns furnished by the Purchaser.
13. Seller is not responsible for variations existing between blueprints and pattern and core box equipment supplied by Purchaser. If requested by Purchaser, Seller will check patterns and core box equipment with blueprints at Purchaser's expense unless otherwise agreed to by the Seller.
14. All patterns, core boxes, and loose pieces thereof, shall be marked properly for identification.
15. All freight, drayage, boxing, crating, and insurance charges on patterns, both to and from the Seller, shall be assumed by Purchaser.
16. In the rare instance an item is quoted on a per pound basis, weights as nearly definite as possible shall be established and agreed upon and quotations shall be subject to revision on any variation from the established weights.
17. Should Purchaser require special treatment of castings, such as heat treatment, special analysis, chemical and physical certifications, test bars, pressure tests, x-ray, etc. the inquiry shall set forth such requirements in

- detail. Any special processing will be stated on the quotation. Any special process not stated on the quotation will not be performed or reported.
18. No order shall be changed without liability unless notice of revision is made and accepted in writing before work is in process. When a charge is necessary and the work is in process, Purchaser is to be charged for any castings previously made, as well as cost of cores, molds, or equipment discarded because of such change.
  19. Cancellations of orders without liability are to be made only by mutual consent of Purchaser and Seller. Cancellations and/or deferred deliveries must provide for fair payment for work in process.
  20. The Seller is to make an effort at all times as operating conditions will permit, to furnish, as near as possible, the exact quantity specified. However, unless otherwise stipulated, the Purchaser shall accept an overrun of not to exceed 10% above quantity or 5% below the quantity specified on the purchase order.
  21. If the Purchaser is purchasing castings for a government contract or sub-contract, the Purchaser shall promptly notify the Seller of that fact and of any contract clauses that Purchaser is obligated by law to include in its contracts for acquiring the castings. No government contract clause will be included by the Seller unless agreed to in a writing signed by an authorized representative of the Seller.
  22. The quoted price does not include taxes, duties, fees, assessments or other charges imposed by any governmental authority on the manufacture, sale, purchase, transportation, export or import of castings, all of which will be the responsibility of and paid by the Purchaser or, if required to be paid by the Seller, then reimbursed to the Seller by the Purchaser.
  23. The price is based on the Seller's standard packaging for domestic U.S. shipments. Additional charges will apply for packaging for export shipments and for other special shipping or packaging requirements requested by the Purchaser.
  24. The Seller reserves the right to perform a review of the Purchaser's creditworthiness at any time. Notwithstanding any other provision of these terms and conditions, the Seller shall not be obligated to provide or produce or sell castings if the Purchaser's creditworthiness is unsatisfactory to the Seller, in the Seller's sole discretion.
  25. Seller shall have the right to subcontract all or any part of the required by the Purchaser's order.
  26. Seller warrants to Purchaser only that the products will meet Purchaser's specifications provided in the purchase order. If Purchaser's product is found to be non-conforming, Seller may assume a limited financial responsibility under Paragraph 27 below, so long as Purchaser complies with the provisions of Paragraph 28 below. The limited warranty set forth above shall be void with respect to products that have been altered, misused, abused, neglected, or otherwise damaged by Purchaser or any third party. The limited warranty set forth above is conditioned upon Seller receiving written notice of any defects no later than the expiration of the warranty period. **THE WARRANTY SET FORTH ABOVE IS THE SOLE AND EXCLUSIVE WARRANTY GIVEN BY SELLER WITH RESPECT TO PRODUCTS PROVIDED TO PURCHASER AND IS IN LIEU OF ALL OTHER WARRANTIES, WHETHER EXPRESS, IMPLIED, OR STATUTORY, INCLUDING ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, BOTH OF WHICH ARE HEREBY EXPRESSLY DISCLAIMED.**
  27. Purchaser's only remedies under any purchase order shall be, at Seller's sole election: (1) to repair or replace the defective product; or (2) refund the Purchaser subject to the limitations herein. Seller's liability for any loss or damage is limited to the lesser of the Purchaser's cost of the material or merchandise or Seller's price under the purchase order. Seller expressly disclaims any other damages of any nature whatsoever, including, without limitation direct, indirect, special and consequential damages.
  28. No claim for defect in quality, whether latent or patent, will be allowed unless such claim is presented in writing to Seller within thirty (30) business days after receipt of the products by Purchaser or third party to which the Purchaser directs the products be delivered. Purchaser hereby expressly assumes the risk of discovering such defect within such time.
  29. The provisions of the Uniform Commercial Code, as adopted in the Commonwealth of Pennsylvania, shall govern, except as provided in these Terms and Conditions to the contrary. These Terms and Conditions and the purchase order shall be interpreted according to the laws of the Commonwealth of Pennsylvania, without regard to its conflict of laws provisions. Seller and Purchaser irrevocably consent to exclusive jurisdiction and venue in the state and federal courts located in Erie County, Pennsylvania. If any provision of this instrument shall be declared invalid by a court of competent jurisdiction, such invalidation shall not affect the remaining valid provisions thereof.