

## TERMS AND CONDITIONS OF SALES FOR AMERICAN METALS, INC. 228 Marvin Rd. Fort Mill, SC 29707

1. **CUSTOMERS ACCEPTANCE OF THESE TERMS.** These Terms and Conditions of Sale constitute the final and entire understanding and agreement between Seller and Customer relating to the goods and/or materials ("Products") sold by Seller to Customer. Customer's acceptance of the Products is expressly conditioned on Customer's acceptance of these Terms and Conditions. Customer's acceptance is limited to these Terms and Conditions, and no different, inconsistent and/or additional terms and conditions submitted by Customer in acknowledging or accepting these Terms and Conditions or in issuing any purchase orders, releases, shipping instructions or other documents in connection with the Products, whether prior or subsequent, shall modify or amend these Terms and Conditions or be valid or binding against Seller, unless specifically accepted by Seller in writing. In the event of any conflict, discrepancy or inconsistency between these Terms and Conditions and the terms and conditions contained in any document submitted by Customer, these Terms and Conditions shall govern even if Customer's document expressly limits acceptance to Customer's terms and conditions. No course or pattern of dealings or conduct between Seller and Customer and no usage of trade shall be relevant to determine the meaning or intent of these Terms and Conditions even though the accepting or acquiescing party has knowledge of the nature of the performance and an opportunity for objection.
2. **OPEN CREDIT ACCOUNT.** Seller reserves the right in its sole discretion to approve, conditionally approve or disapprove any request by Customer for credit. The amount of credit Seller extends to Customer will be determined by Seller in its discretion and may vary from time to time. Customer shall notify Seller, in writing, of any error in any invoice within ten (10) days after the Customer's receipt of such invoice, and, if no such notice from Customer is received by Seller, the invoice shall be deemed to be correct and payable as delivered to Customer.
3. **PAYMENTS.** Unless otherwise agreed to by American Metals Inc. in writing, all amounts payable hereunder shall be due to American Metals Inc. within thirty (30) days of invoice date, time being of the essence. Late payments shall bear interest at the rate of 18% per annum or the highest rate permitted by law; whichever is less. All prices shown are net, and in addition to the price of goods, Customer shall pay all expenses including taxes, insurance, freight, carriage and withholding.
4. **TAXES AND PRICING.** All prices quoted are subject to change without notice and are exclusive of taxes. Customer shall pay all taxes resulting from transactions, including without limitation occupation, property, excise, sales or use tax, but excluding any taxes based on the income of American Metals Inc. The purchase price, including applicable taxes, shall be subject to increase based on American Metals Inc.'s established price at the date of actual shipment, if shipment is delayed thirty (30) days, or more, beyond the scheduled shipment date, and such delay is caused in whole or in part by circumstances beyond the reasonable control of American Metals Inc. as provided in paragraph 10.
5. **SHIPMENT.** (a) Scheduled shipment date is an estimate only. On or after the scheduled shipment date, Customer shall accept shipment upon notification by American Metals Inc.; or, if Customer refuses shipment, then American Metals Inc. is authorized to (1) have the goods transported and warehoused, at Customer's expense and risk, which act shall constitute shipment to Customer, in which event American Metals Inc. may declare as immediately due all amounts due upon shipment, or, if any amounts are financed by American Metals Inc. may declare the monthly installment payments to commence thirty (30) days from the date of such shipment to the warehouse, or, (2) at American Metals Inc.'s option, defer shipment. (b) American Metals Inc. may make partial shipments hereunder and may invoice for each such partial shipment separately. Each partial shipment will be deemed to be a separate sale; however, delay in delivery of any partial shipment will not relieve Customer of its obligation to accept delivery of remaining shipments. (c) American Metals Inc. shipping weights will govern for each shipment or partial shipment. Should Customer dispute the shipping weight of any shipment or partial shipment, Customer will notify American Metals Inc. within 10 days of receipt in writing of the reasons for such dispute and provide to American Metals Inc. all necessary documentation to substantiate the difference.
6. **SHIPPING TOLERANCES.** The goods sold are subject to American Metals Inc. published shipping tolerances in effect on the date of order or any then-applicable industry shipping tolerances for the goods if American Metals Inc. has no tolerances. Industry standard is +/-10%.
7. **TITLE/RISK OF LOSS/INSURANCE.** Title to and risk of loss of the goods shall pass from American Metals Inc. to the Customer when the goods or component parts whether manufactured by American Metals Inc. or other supplier are placed in the possession of the carrier for shipment to Customer. Customer shall provide insurance to be for no less than the total amount owing to American Metals Inc. with loss first payable to American Metals Inc.
8. **ACCEPTANCE OF GOODS.** Customer shall inspect or test all goods upon receipt. Customer shall be deemed to have affected final acceptance of the good within fifteen (15) days from the date of initial shipment, unless written notice is received by American Metals Inc. within such period. In any case, the goods will be deemed accepted on the date when used or otherwise placed in commercial operation.
9. **WARRANTY.** (a) American Metals Inc. warrants that title to the goods sold shall be free from any encumbrance and will conform to the description contained on American Metals Inc. invoice. (b) AMERICAN METALS, INC DISCLAIMS ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. THERE ARE NO REPRESENTATIONS OR WARRANTIES EXCEPT AS PROVIDED IN WRITING SIGNED BY AN AUTHORIZED OFFICER OF AMERICAN METALS, INC. (c) Customer is responsible for the designation and selection of product sold by American Metals Inc. Customer shall hold American Metals Inc. harmless and indemnify and defend American Metals Inc. (including its affiliates, assigns, directors, officers, employers, agents and representatives) for any claims arising out of or relating to the design, specification or use of product(s) sold by American Metals Inc. to Customer.
10. **REMEDY.** American Metals Inc. sole responsibility and liability and Customer's exclusive remedy under this agreement shall be limited to the repair or replacement of goods (FOB American Metals, Inc. shipping point) not conforming to the warranty, or, at American Metals Inc. option, to the return of the goods and refund of moneys paid thereon, without interest, provided Customer is not in default hereunder. IN NO EVENT SHALL AMERICAN METALS, INC BE LIABLE FOR INCIDENTAL, CONSEQUENTIAL OR EXEMPLARY DAMAGES OR ATTORNEYS' FEE. American Metals Inc. obligation hereunder is subject to receipt of written notice of defect from Customer within thirty (30) days after such alleged defect shall be reasonably apparent to Customer.
11. **RETURNS.** Returned goods will be accepted only if American Metals Inc. has given prior written consent. Handling, inspection, restocking and invoicing charges also may be assessed against Customer. All returns allowed must be shipped at Customer's expense and must be in excellent resale condition. Material cut or produced to Customer's specifications is not returnable.
12. **UNOFFICIAL COMMUNICATION.** No agents, employees, or representatives of Seller have any authority to bind Seller to any affirmation, representation, guaranty, or warranty other than those expressly set forth in these Terms and Conditions. Any technical advice furnished by Seller with respect to the selection or use of Products is given without charge, and Seller assumes no obligation or liability whatsoever for the advice given or the results obtained, all such advice being given and accepted at Customer's sole risk.
13. **DELAY OR NONPERFORMANCE.** American Metals Inc. shall not be liable for failure or delay in performance hereunder due in whole or in part to strikes, work stoppages, fires, acts of terrorism, accidents, wars, rebellions, civil commotion, public strife, acts of any government, whether legal or otherwise, acts of public enemies, forces majeure, inability to secure or delay in securing transportation, inability to obtain or delays in obtaining goods, materials, or qualified labor, or any other causes beyond American Metals Inc. reasonable control; this specifically includes delays or inability to obtain product because of the actions of American Metals Inc.'s suppliers.

14. **DEFAULT.** In the event of Customer's refusal to accept shipment or other default, American Metals Inc., at its discretion and option, shall be entitled to retain all money paid by Customer on account as liquidated damages. If Customer fails to make any payments, when due, or if there is a breach of any covenant or agreement by Customer, or if American Metals Inc. deems itself insecure, then Customer shall be deemed in default and American Metals Inc. shall have, at its option, the right to take immediate possession of the goods, and/or declare all unpaid amounts immediately due and payable and/or suspend shipments to Customer. American Metals Inc. shall be entitled to set off any amount owed by Customer or any of Customer's related entities against any amount payable to American Metals Inc. in connection with any unpaid monies due to American Metals Inc. American Metals Inc. shall have all the rights and remedies of a secured party under the Uniform Commercial Code in addition to all other rights as established herein, which rights and remedies shall be cumulative. Waiver by American Metals Inc. of any breach or default shall not constitute a waiver of any subsequent breach or default.
15. **EQUIPMENT.** (a) Any equipment, including jigs, dies and tools (which American Metals Inc. acquires for use exclusively in the production of goods for Customer) will be and remain American Metals Inc.'s property and in American Metals Inc.'s possession and control; and any changes by American Metals Inc. are permissible.  
(b) Any material or equipment owned or furnished by Customer to American Metals Inc. will be carefully handled and stored by American Metals Inc. while in American Metals Inc.'s possession. When for eighteen (18) consecutive months no orders acceptable to American Metals Inc. are received from Customer for goods to be made from any such equipment or materials, American Metals Inc. may, by written notice to Customer, request Customer to make disposition thereof at Customer's expense. If Customer fails to comply with such notice, American Metals Inc. may make such use or disposition of said materials or equipment as it desires, without liability or obligation to Customer.
16. **CANCELLATION.** Customer may not cancel any order of Products for Customer's convenience without Seller's prior written consent. Seller may, in its sole opinion, authorize Customer in writing to cancel Products normally carried in Seller's inventory. Any cancellation so authorized shall be subject to a cancellation charge of 25% of the purchase price. Customer may not cancel any processed Products, specially manufactured Products, or Products not normally carried in Seller's inventory.
17. **ACCEPTANCE.** These Terms and Conditions shall be deemed binding on Customer by its purchase of products from American Metals Inc. These Terms and Conditions may only be modified if in writing and signed by an authorized officer of American Metals Inc.; each of these terms and conditions shall remain in effect unless the provision(s) are explicitly contradicted by the aforesaid writing. If Customer submits a form with contrary terms or conditions, such order shall be considered as confirmation only and shall in no way amend, prevail over, supplement or supersede any provision herein.
18. **GENERAL.** American Metals Inc. may assign its rights and obligations under these Terms and Conditions. If Customer changes its corporate status, both Customer and its successors continue to be bound by these Terms and Conditions of Sale, but American Metals Inc. reserves its rights under paragraph 11. No prior representation, affirmation or agreement shall be enforceable unless set forth herein.
19. **NUCLEAR USE.** The products covered by these Terms and Conditions and sold by American Metals Inc. are not intended for application in connection with the use or handling of nuclear material or the construction or operation of a nuclear installation. Customer shall not use these products for such purposes or permit others to use these products for such purposes unless an authorized officer of American Metals Inc. agrees to such use in writing. If any such use occurs without American Metals Inc. written agreement, American Metals Inc. disclaims all liability for any nuclear or other damages, injury or contamination, and Customer shall protect, defend, and indemnify American Metals, Inc., American Metals Inc.'s affiliates and directors, officers, employees, agents and representatives of American Metals Inc. and its affiliates from and against any and all claims, losses, damages, costs, actions judgments, expenses and liabilities of every kind an nature whatsoever (including, without limitation, attorneys' fees and costs and expenses of defense) which, either directly or indirectly, are in any way connected with, arise out of or result from such use.
20. **DISPUTE RESOLUTION/GOVERNING LAW.** Any and all disputes between American Metals Inc. and Customer shall be determined subject to South Carolina law, and its state or federal courts shall have exclusive jurisdiction. The parties hereto agree to the personal jurisdiction of the South Carolina courts, and that attorney's fees and costs shall be awarded to the prevailing party in any litigation. Customer must institute any action against American Metals Inc. within one year after Customer's claim arises, or such claim shall be barred notwithstanding any statutory limitations to the contrary.
21. **FORCE MAJEURE.** Neither Customer nor Seller shall be liable for any delay, breach or non- performance of these Terms and Conditions (other than the payment of money) wholly or partly due to any cause beyond such party's control ("Force Majeure") including, without limitation, acts of God; war; civil disturbances; acts of any foreign, federal, state, local or other governmental authority; non-availability, delay or diversion of shipping or other transport; lock outs, strikes or trade disputes; break down or interruption of any plant, machinery, equipment or utilities; shortage, non-availability or allocation of raw materials or commodities; any combination of the foregoing, or any other cause outside of such party's control whether similar to or different from those stated herein. On the happening of Force Majeure, the affected party shall advise the other party in writing with reasonable promptness and the affected party may suspend its performance during such Force Majeure without liability to the other party.
22. **RIGHT OF ACCESS-**American Metals Inc., their customers and regulatory authorities shall be given the right of access to all facilities involved in the order and to all applicable records with written notice 3 business days in advance.