

Alloy Bellows & Precision Welding Terms and Conditions of Sale

UNLESS OTHERWISE AGREED TO IN WRITING, THE FOLLOWING TERMS AND CONDITIONS WILL APPLY TO ALL ORDERS AND SHIPMENTS.

1. **Terms:** Net 30 days from invoice date unless otherwise noted. Remit to Alloy Bellows & Precision Welding, Inc., 653 Miner Road, Cleveland, OH 44143. If payment is not received within said terms a late charge of 1.5% per month on unpaid balance may be imposed.
2. **Price:** Prices are subject to change on an unshipped balance of Buyer's order by giving to Buyer not less than 30 Days notice. Buyer shall be deemed to have agreed to such price revision unless notified otherwise by the Buyer within 15 days receipt of this notice. All prices are subject to minimum material purchase and lot charges.
3. **Minimum Order:** Due to the cost of handling small orders, a minimum charge of \$1500.00 will apply to all orders unless otherwise agreed to.
4. **Quotations:** Prices are valid for 30 days from the date of quotation unless specifically stated otherwise.
5. **EXPORT REGULATIONS:** Purchaser agrees to comply with the U.S. Export Administration Act, 50 USC 2401-2420, including the Export Administration Regulations, 15 CFR 730-774 ("EAR"); and the U.S. Arms Export Control Act, 22 USC 2751-2780, the International Traffic in Arms Regulations, 22 CFR 120-130 ("ITAR"); including, but not limited to, 22 CFR part 122 entitled "Registration of Manufacturer and Exporter", 22 CFR part 129 and 22 CFR part 130 entitled "Political Contributions, Fees and Commissions." In the event Seller is supplying defense articles hereunder, Purchaser agrees to maintain a valid and current Directorate of Defense Trade Controls ("DDTC") registration. Purchaser shall provide its ODTTC registration status (whether registered or not, with expiration date to Purchaser and promptly advise Purchaser of any updates or changes to such information, in the format requested by Purchaser. With respect to defense articles and services furnished hereunder, Purchaser certifies that it has not paid, offered or agreed to pay, and agrees that it shall not pay, offer or agree to pay, for the purpose of soliciting, promoting or otherwise to secure the sale of defense articles and services to or for the use of the armed forces of an international organization or non-U.S. Country, any (i) fees or commissions in excess of \$1,000 or (ii) political contribution (including any gift, rebate or payment of expenses) to a non-U.S. person or entity. Also, including the Regulations of the Office of Foreign Assets Control of the U.S. Treasury Department, 31 CFR 500-599; the Regulations of the Bureau of Alcohol, Tobacco, and Firearms, 27 CFR 447-555 ("ATF"); 10 CFR 110 the Regulations of the Nuclear Regulatory Commission ("NRC"); the Homeland Security Act of 2002, including the U.S. Customs and Border Protection Regulations, 19 CFR 1-199 ("CBP"); as well as any applicable export or import requirements of other jurisdictions regardless of whether of U.S. or non-U.S. origin.

Foreign Personnel. Purchaser shall not give any Foreign Person access to Technical Data, software or Defense Articles, or provide an unauthorized Defense Service as those terms are defined in the applicable Export Laws and Regulations without the prior written consent of

Seller. Any request for such consent must state the intended recipient's citizenship(s), and status under 8 U.S.C. 1101 and 8 U.S.C. 1324 (the "Immigration and Naturalization Act"), and such other information as Purchaser may reasonably request. No consent granted by ALLOY BELLOWS & PRECISION WELDING, INC. in response to Purchaser's request under this paragraph shall relieve Purchaser of its obligations to comply with the provisions of this paragraph or the United States Export Laws and Regulations, nor shall any such consent constitute a waiver of the requirements of paragraph 5, nor constitute consent for Subcontractor to violate any provision of the Export Laws and Regulations.

Indemnification. Purchaser shall indemnify and save harmless ALLOY BELLOWS & PRECISION WELDING, INC. from and against any and all damages, liabilities, penalties, fines, costs, and expenses, including attorneys' fees, arising out of claims, suit, allegations or charges of Purchaser's failure to comply with the provisions of export regulation clauses and breach of the warranty set forth in paragraph 5. Any failure of Purchaser to comply with the requirements or any breach of the warranty contained in export regulation clauses shall be a material breach of this contract.

6. **Packaging:** Determined by Alloy Bellows unless specified by customer.
7. **Freight:** All orders are F.O.B. Highland Heights, Ohio unless otherwise specified.
8. **Certifications:** Material, testing, and process certifications are available on request. Requests for certification must be made and agreed to in advance of order processing and should be clearly and specifically stated on the customer's order.
9. **Lead-Time:** Lead Times for products are as agreed to with customer, and based upon general or specific inventory programs, and lead times for materials and parts for the order in question. The customer shall be notified of any changes in delivery status.
10. **Rush Delivery:** Rush delivery is available, based upon the production schedule and the availability of material and component parts for the order in question. Agreed upon rush orders will be charged a "Rush Charge" of 25% unless otherwise agreed upon in advance.
11. **Postponement of delivery or Cancellation of orders:** Any request by a customer for postponement in delivery, or cancellation in total or part, of any purchase order shall be subject to, but not limited to, the following conditions:
 1. Alloy Bellows must receive written notice of request for cancellation, stating the reasons for cancellation or postponement.
 2. Customer shall be liable for payment of all costs incurred by Alloy Bellows, including material, labor, overhead and lost profits.
12. **Entire Agreement:** This acknowledgement constitutes the entire agreement between the parties for the products. No change in this agreement will be binding on Alloy Bellows unless agreed to in writing.
13. **Governing Law:** This sale shall be governed by the laws of the State of Ohio.
14. **Limited Warranty and Exclusive Remedies:** Alloy Bellows' Limited Warranty and Exclusive Remedies apply unless agreed to in writing by both parties.

We Thank You for Honoring Our Terms