



PURCHASE ORDER TERMS AND CONDITIONS

The following PURCHASE ORDER TERMS AND CONDITIONS apply to all ALL-WAYS METAL, INC. (AWM) Purchase Orders (PO) and contracts, unless otherwise noted. Specific ALL-WAYS METAL, INC. (AWM) Quality Requirements (QR) clauses apply when noted on the PO.

PO TC01	<u>RIGHT TO ACCESS</u> AWM, its customers and regulatory authorities, reserves the right to inspect all supplier's facilities, records, and materials involved in the PO.
PO TC02	<u>ACCEPTANCE</u> All AWM POs are subject to prompt acceptance by supplier. Acceptance of a PO by any means of written acknowledgement or any shipment of goods ordered or performance of services called for hereunder shall constitute acceptance by supplier of the terms and conditions contained in this document. Any terms and conditions proposed by supplier inconsistent with or in addition to the terms and conditions contained herein shall be void and of no effect unless specifically agreed to by AWM in writing. These terms and conditions, together with such written modifications, constitute the entire agreement between the parties and shall be construed and governed by the State of California.
PO TC03	<u>AMENDMENTS</u> Any amendments to this order or AWM terms and conditions shall be set forth in writing, via a PO change notice, and /or revisions to the PO terms and conditions. AWM will consider supplier's request for modification of, or exception to, only if such request is made in writing, prior to the acceptance of the order (ref. acceptance clauses)
PO TC04	<u>PRICE</u> The price as stated on this order covers all goods and services to be provided by the supplier as specified in the order. These prices also cover all charges for packaging, containers, and transportation, unless specifically depicted otherwise on the face of the order.
PO TC05	<u>SHIPMENT, PACKAGING AND PROTECTION</u> Shipment of goods and services under this order shall be free on board as set forth on the face of the order. Supplier shall follow buyer's instructions regarding method of shipment, except where buyer has so stated on the face of the order. Packaging and protection of the product shipped shall be in accordance with the AWM PO or best commercial practice to protect product from damage and /or deterioration. Damages to any product resulting from improper packing will be charged to the supplier.
PO TC06	<u>SCHEDULE</u> A scheduled date for delivery will be the responsibility of the supplier. The supplier shall not be held liable for damages in respect to delivery delay due to causes beyond supplier's reasonable control. However, if the supplier does not meet the delivery date as depicted on the face of the order, the buyer may approve a revised delivery schedule, or terminate the order without liability for such termination. Supplier will receive notice of such termination or modification ten (10) days prior to execution of such action.
PO TC07	<u>HAZARDOUS MATERIAL</u> Supplier agrees to furnish the applicable material safety data sheet(s) (MSDS) with each shipment, for product designated by industry, state, or federal agencies as hazardous material.
PO TC08	<u>CANCELLATION</u> Buyer reserves the right to cancel the order at any time. Notice of cancellation may be given in person or by telephone or other writing.
PO TC09	<u>AWM SUPPLIED MATERIAL</u> The supplier may not substitute, alter or replace any material provided by AWM without the express written consent of AWM. Where AWM has supplied excess material (scrap allowance) the supplier must account for all material and return unused material to AWM promptly. <u>BUYER'S PROPERTY</u> The supplier is responsible to ensure adequate care is utilized within their facility, to maintain the material in good working condition. Any damages to this product, while in the care of the supplier shall be reported to AWM in writing. AWM shall disposition damaged product prior to further processing by the supplier. Rework of AWM furnished product shall be authorized in writing. All drawings, tools, jigs, dies, fixtures, materials, and other property supplied or paid for by AWM shall be and remain the property of AWM; and if supplier fails to return such property upon AWM's demand, buyer shall have the right, upon reasonable notice, to enter supplier's premises and remove any such property at any time without being liable for trespasses or damages of any sort. All such items shall be used only in the performance of work under this PO unless AWM consents otherwise in writing.
PO TC10	<u>NONCONFORMANCE</u> Upon acceptance of an AWM PO, the supplier agrees that AWM is entitled to reimbursement of AWM labor and material costs associated with supplier responsible nonconformance and damages. Any or all non-conforming parts must be clearly identified, documented and segregated. They will be held at supplier's risk and at buyer's option may be returned to supplier at supplier's expense.
PO TC11	<u>RECORD RETENTION</u> The supplier must retain copies of certifications, test data, chemical and /or physical test reports, lot control data, inspection records and other pertinent data requirements. These results and records are to be maintained by the supplier and made available to AWM's customer representative upon request, for a minimum period of seven (7) years after shipment to AWM, or as specified on the face of the PO, whenever unique record retention requirements are imposed.
PO TC12	<u>DISCLOSURE OF INFORMATION</u> Supplier shall not, in any manner, advertise or publish the fact that it has furnished, or contracted to furnish, AWM or its customer the goods and services specified in this order without prior written consent of AWM. Supplier shall not disclose any details in connection with this PO to any party except as may be otherwise authorized by AWM in writing.
PO TC13	<u>PROHIBITED MATERIALS</u> The items under this PO shall contain no mercury or mercury compounds and shall be free of mercury contamination (i.e. during the manufacturing process, test and /or inspections). <u>CONFLICT MINERALS</u> Supplier agrees to timely respond, to the best of its knowledge and belief following a reasonable county of origin due diligence inquiry to any request by, or on behalf of, AWM, for information on the origin, source and chain of custody information of 3TG (tin, tantalum, tungsten, and gold) minerals necessary to the functionality or production of a product manufactured by supplier or supplied by supplier to AWM.
PO TC14	<u>TEST EQUIPMENT AND TOOLS</u> All tools, test equipment and media used to validate conformance to drawings and specification must be under a positive calibration control system in full compliance with ANSI/NCISLZ540-3-2006 or equivalent. Objective evidence of your calibration system must be maintained and available for AWM or AWM's customers review.
PO TC15	<u>WARRANTIES</u> Supplier warrants that the supplies covered by the PO will be merchantable, free from defects in material and workmanship, suitable and useable without restriction for the use intended and will conform to applicable specifications, drawings, samples and description, and if of design other than AWM's will be free from design defects.
PO TC16	<u>INDEMNIFICATION</u> Supplier shall indemnify and defend buyer, its successors and assigns, from and against any losses, damages, and expenses (including attorney fees) which buyer may sustain or incur as a result of any claim of infringement, negligence, breach of warrant, strict liability in tort or otherwise in connection with the use of the goods furnished and services performed hereunder, except such which is wholly caused by buyer's conduct. Supplier shall carry and maintain insurance coverage satisfactory to buyer to cover the above and upon buyers request, shall furnish buyer evidence of such insurance in a form satisfactory to buyer.
PO TC17	<u>INTERNATIONAL TRAFFIC IN ARMS REGULATIONS (ITAR)</u> Supplier acknowledges that AWM may provide technical data subject to Export Control laws and any such Technical Data (including drawings, specifications, models, software, and other documentation) will be indicated as "ITAR-controlled." This technical data (as well as components) may not be disclosed to any foreign persons or foreign commercial entities, including employees, consultants, subcontractors, vendors or suppliers. The technical data will only be utilized for the manufacture of articles required by the purchase order. The supplier will convey the same requirements to their sub-tier suppliers.