

ADDITIONAL TERMS AND CONDITIONS FOR RAW MATERIALS

1. GENERAL

In case of conflict between the Terms and Conditions of Purchase and these Additional Terms and Conditions for Raw Materials, these Additional Terms and Conditions for Raw Materials shall prevail.

Any capitalized term used herein and not otherwise defined herein shall have the meanings ascribed to them in the Terms and Conditions of Purchase.

2. TERM

This Order shall be effective for the term identified in Appendix A included herein as part of these Additional Terms and Conditions for Raw Materials.

3. BUYER ESTIMATED REQUIREMENTS

Buyer's monthly and/or annual requirements estimated in Appendix A are strictly an estimate of the Goods Buyer may purchase from Seller. Seller understands that the purchase requirements by Buyer stated in Appendix A are a genuine estimate, and in no event shall Buyer be responsible for any purchases shortfall, and Seller shall sell to Buyer any amounts in excess of purchase requirements estimated herein at the same price included in this Order.

4. PRICE

The applicable price of Goods during the Term of this Order shall be the price(s) described in Appendix A.

5. SUPPLY OF GOODS

Seller shall keep, within one-day delivery and at all times, sufficient quantity on hand to ensure no shortages of Goods are suffered by Buyer.

6. WARRANTY

In addition to other warranties in this Order, Seller warrants that the Goods complies with the product description and specifications set forth in Appendix A.

7. WEIGHTS AND ANALYSIS

- a) Seller shall furnish to Buyer, at least 24 hours prior to shipment of any load of Goods delivered to Buyer, the Seller's certificate of analysis of the Goods which will be used to identify alloy content for invoicing purposes. Buyer reserves the right to send samples of the Goods to an independent lab for analysis. If any discrepancies are found, Buyer and Seller agree to settle with a mutual agreement within thirty (30) days. In the event Buyer and Seller fail to negotiate a mutual agreement, the matter is subject to Section 24 of the Terms and Conditions of Purchase.
- b) Additionally, all truckloads of Goods delivered to Buyer will be weighed on a certified scale at point of shipment and such weight will be used as the official weight for invoicing purposes. Buyer reserves the right to weigh trucks on its own scale to validate quantities. In the event the weight determined by Buyer differs from the weight provided in the applicable weight certificate by more than one percent (1%), such variance shall be adjusted on the applicable invoice of such Goods delivered. Any variance in favor of Buyer shall be at Seller's account. Any variance in favor of Seller shall be at Buyer's account. Buyer shall be allowed to offset any excess variance from any amounts owing to Seller.