

TERMS AND CONDITIONS OF SALE

General – The terms and conditions contained herein constitute the entire agreement between Remet Products, Inc., dba Tungste-Met, (referred to as Tungste-Met or Seller) and its Customer. Tungste-Met will not be bound by any terms of the Customer's order to purchase. No form of acceptance except Tungste-Met's written acknowledgement sent to the Customer, or Tungste-Met's commencement of performance, shall constitute valid acceptance of the Customer's order. Any such acceptance is expressly conditioned on assent to the terms hereof and the exclusion of all other terms. The Customer shall be deemed to have assented to the terms hereof, whether or not previously received, upon accepting delivery of any products shipped by Tungste-Met. Tungste-Met shall not be liable for delay or failure in performance whatsoever due to acts of God, shortage of supplies, transportation difficulties, labor disputes, riots, war, fire, explosion, epidemics, or other occurrences beyond Tungste-Met's reasonable control or due to unforeseen circumstances. Tungste-Met makes no claim as to the suitability for purpose of its product, nor does Tungste-Met make any guarantees with respect to the level of performance of its product utilized in any given application or use by its Customer.

Pricing– Price quotations are valid for 30 days. Quantity price discounts may apply to purchase orders with single or multiple ship dates for up to one year. Quantity discount rates may vary depending on product type. Tungste-Met may change its pricing at any time without prior notice to Customer, but such changes shall not affect any accepted orders with the exception of blanket purchase orders. Tungste-Met may amend the price for any subsequent shipment of a blanket purchase order by providing the Customer thirty days written notice prior to shipment. The Customer may cancel any shipment of goods for which the price has risen by giving Tungste-Met written notice fifteen days (15) prior to scheduled shipment date. All prices are exclusive of taxes and all handling or other charges, including (without limitation), brokerage fees, tariffs, taxes, and transportation charges.

Order Acceptance– Written purchase orders are recommended for all purchases but not required. Verbal purchase orders will also be taken. Each purchase order shall constitute a firm offer and shall indicate specific products, quantity, price, shipping instructions, requested delivery dates, bill to and ship to addresses and any other special instructions. Any contingencies contained on such order are not binding upon Tungste-Met. All orders are subject to acceptance by Tungste-Met, who will accept or reject orders according to Tungste-Met's then current practices. The minimum order for any non-stock order is \$100, with the exception of test orders.

Order Changes and Cancellations – Purchase order changes affecting product configuration/options must be authorized by Tungste-Met in advance and may be subject to additional charges and/or price adjustments. Maximum period a blanket purchase order is valid is twelve (12) months. Changes to delay scheduled ship dates for blanket purchase orders must be made at least four (4) weeks in advance. Order cancellations are subject to cancellation penalties and price adjustments for specialty products already produced. Purchaser is obligated to accept any product built specifically for the Customer and held in inventory at Tungste-Met.

Delivery & Shipment – Upon receipt of purchase order, Tungste-Met will provide an estimate of lead-time until delivery. While this is not a binding commitment, Tungste-Met will make every effort to make delivery based on this lead-time estimate. Each shipment released from a blanket purchase order must be at least equal to \$500 or 8% of the order total, whichever is larger unless special arrangements are approved. Accelerated deliveries may be available with an expedite fee. Late delivery does not entitle the Customer to cancel the order or to claim damages resulting from any delay. Tungste-Met is not obligated to pay any contractual penalty should it delay in delivering product. All shipments are FOB shipping point. Shipping costs and the risk of loss from FOB point are the responsibility of the Customer. Tungste-Met shall be permitted to make partial shipments of products. Delivery shall be deemed completed upon transfer of possession to the carrier at the FOB point. The Customer should conduct any required inspection at its expense. All claims for shortage of products ordered or for incorrect charges must be presented to Tungste-Met within ten (10) calendar days after receipt by Customer.

Taxes – The Customer shall be responsible for and shall pay to the Seller, or if requested by the Seller, directly to the taxing authority, all applicable taxes, fees, levies, imports, duties, withholdings or other (including any interest and penalties thereon), if any imposed by any taxing authority by reason of sale and delivery of the Product. At Tungste-Met's option, prices may be adjusted to reflect any increase in the costs to Tungste-Met resulting from state, federal or local legislation.

Payment – Payment for all products and services shall be in U.S. dollars. Upon credit approval by Tungste-Met, payment terms shall be net thirty (30) days from the date of invoice. Orders may be subject to payment in advance or cash on delivery. Any delinquent invoice is subject to additional charges not to exceed the maximum permitted by law. First time Customers must have an approved credit application or must pay by credit card or COD. Any amounts unpaid and past due will be subject to a service charge on the unpaid balance at an interest rate equal to the lesser of 18% per annum or the maximum allowable interest rate under the applicable law. The Customer shall be responsible and liable for all expenses incurred by Tungste-Met in collection, including reasonable attorneys' fees. Tungste-Met may suspend and refuse shipment of goods in the event that the Customer's account with Tungste-Met is past due. Tungste-Met may also reject any future or pending orders while the Customer's account is past due.

Returns – We at Tungste-Met stand behind the quality and consistency of our product. We are continually upgrading our quality program; however if for any reason our product is not correct or found to be defective, we will be happy to correct or replace the questionable product to meet your specification or lastly refund your purchase. In order to receive full credit for the items, you must return the product no later than ninety (90) days after the receipt of shipment. If the product is discovered to be incorrect subsequent to the ninety-day policy, Tungste-Met reserves the right to give no credit or pay scrap value for the returned product. If no product is returned, Tungste-Met is not obligated for any refund.

Credits – Credits issued by Tungste-Met to the Customer on account of returns, allowances or otherwise are valid only if issued in writing by Tungste-Met. All credits must be utilized by the Customer against the purchase of goods or services from within one year of the credit's issuance date or they shall be rescinded. In no event shall credits, whether or not utilized within the aforesaid period, be refundable in cash.

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Tungste-Met shall have the right to apply all outstanding credits against amounts that may be due to Tungste-Met from the Customer at any time and from time to time.

Warranty – No warranty or guarantee, express or implied, including any warranty as to merchantability or fitness for any purpose is made.

Safety and Limitation of Liability - Purchaser is responsible for determining appropriate safety practices when installing our product into the Customer's product. No warranty, condition or representation, express, oral, or statutory, is provided to the Customer or any third party, including (without limitation) any warranty, condition or representation (a) of merchantability, fitness for a particular purpose, satisfactory quality, or arising from a course of dealing, usage, or trade practice; or (b) that the products will be free from infringement or violation of any rights, including intellectual property rights of third parties. In no event shall Tungste-Met be liable to the Customer, or any third party, for any other special, consequential, incidental, exemplary or indirect costs or damages in connection with, or as a result of the sale, performance, non-performance, delivery or non-delivery of the product, including without limitation, legal costs, installation and removal costs, production or profit arising from any cause whatsoever, regardless of the form of the action, whether in contract, tort (including negligence), strict liability or otherwise, even if advised of the possibility of such costs or damages. For the purposes of this provision, Tungste-Met includes Tungste-Met's directors, officers, employees, agents, representatives, subcontractors, and suppliers. The Customer's sole and exclusive remedy for breach or any other claim in connection with this Agreement or the Product sold pursuant to this Agreement shall be for a refund of the Total Purchase Price.

Export Orders – Customer shall obtain all licenses, permits and approvals required by any government and shall comply with all applicable laws, rules, policies and procedures of the applicable government and other competent authorities. Customer shall indemnify and hold Tungste-Met harmless for any violation or alleged violation by Customer of such laws, rules, policies, or procedures. Customer shall not export or re-export, directly or indirectly, separately or as part of any system, the Products or any technical data received from Tungste-Met, without first obtaining any license required by the applicable government, including (without limitation) the United States government and/or any other applicable competent authority. Customer also certifies that none of the products or technical data supplied by Tungste-Met will be sold or otherwise transferred to, or made available for use by or for, any entity that is engaged in the design, development, production, or use of nuclear, biological, or chemical weapons or missile technology.

Jurisdiction – The validity, interpretation and performance of this agreement shall be governed by and construed under the applicable laws of the State of West Virginia and the United States of America, as if performed wholly within the state and without giving effect to the principles of conflict of laws. The parties specifically disclaim the application of the United Nations Convention on Contracts for the International Sale of Goods. Tungste-Met and Customer hereby irrevocably and unconditionally submit to the jurisdiction of the courts of the State of West Virginia and all courts competent to hear appeal there from.