

STANDARD TERMS AND CONDITIONS

Mac Metals, Inc.: Sales of Brass, Bronze, and Nickel Silver Extrusions

THIS SALES ORDER ACKNOWLEDGEMENT IS MADE AND GIVEN ON THE EXPRESS UNDERSTANDING THAT THE FOLLOWING TERMS AND CONDITIONS APPLY TO THE SALE OF SELLER'S GOODS. SELLER'S ACCEPTANCE OF ANY ORDER IS EXPRESSLY MADE CONDITIONAL UPON BUYER'S ACCEPTANCE OF ALL TERMS AND CONDITIONS CONTAINED HEREIN AND ON THE FACE OF SELLER'S SALES ORDER ACKNOWLEDGMENT. SELLER OBJECTS TO ANY ADDITIONAL OR DIFFERENT TERMS AND CONDITIONS, WHETHER CONTAINED IN BUYER'S FORMS OR OTHERWISE. SELLER WILL NOT BE DEEMED TO HAVE WAIVED THESE TERMS AND CONDITIONS OF SALE IF IT FAILS TO OBJECT TO ANY PROVISION CONTAINED IN BUYER'S FORMS OR OTHERWISE. BUYER'S SILENCE OR ITS ACCEPTANCE OF SELLER'S GOODS CONSTITUTES ITS ACCEPTANCE OF THESE TERMS AND CONDITIONS.

1. Definitions. The term "Seller" means Mac Metals, Inc. and/or Kearny Smelting Inc. of Kearny New Jersey, subject to the provisions of Section 11 below. The term "Buyer" means the individual, corporation or other legal entity that has submitted an order to Seller. The term "Order" means Buyer's expressed request, whether oral or written, to purchase Goods from Seller. The term "Goods" means all of the products, materials and related services that Buyer desires to purchase from Seller.

2. Order Acceptance. Buyer's Order is subject to acceptance by Seller, which acceptance is made expressly contingent upon Buyer's agreement to Seller's terms and conditions. Acceptance of this Order is subject to all of the terms set forth herein and on the face of Seller's sales order acknowledgment form ("Form"), which terms shall constitute the sole terms and conditions of this Order. Buyer's assent to all such terms and conditions shall be conclusively presumed (A) when Buyer receives this document and the Form, electronically or otherwise, and makes no written objection within ten (10) days of such receipt; or (B) when Buyer accepts all or any part of the Goods reflected by the Order. Seller objects to any terms or conditions that differ from or are additional to those stated herein or on the Form. This Order can be modified only by a writing signed by Seller.

3. Change of Price. The prices and charges stated on the face of the Form shall be adjusted to and the Goods and other items covered by this Order shall be invoiced at the prices and charges fixed by Seller at the time of and for each shipment under this Order, provided that such prices and charges shall not exceed the prices and charges appearing on Seller's applicable price schedule, if any, in effect at the time of each shipment.

4. Payment Terms. Payment shall be made in US Dollars and must be received by Seller in full, without set-off or other deduction, not later than the due date. Payment terms shall be as set forth on the face of the Form and shall be measured from the Bill of Lading date. Failure by Buyer to make full payment by the due date shall constitute a default. In such case, and in addition to any other rights available to Seller at law or in equity, Seller will be entitled to assess interest charges upon Buyer for any overdue amounts (as well as on any judgment for the same). All Orders are subject to credit approval by Seller. Whenever reasonable grounds for insecurity arise with respect to due payment from Buyer or with respect to Buyer's financial condition generally, Seller may demand different terms of payment from those specified above, and may demand additional assurance of Buyer's due payment. Any such demand may be oral or in writing and Seller may, upon the making of such demand, stop production and suspend shipments hereunder. If within the period stated in such demand, Buyer fails or refuses to agree to such different terms of payment or fails or refuses to give adequate assurance of due payment, Seller may, at its option, treat such failure or refusal as a repudiation of the portion of this Order which has not been fully performed or may resume production and may make shipment under reservation of possession or of a security interest and may demand payment against tender of documents of title.

5. Taxes. The prices and charges stated on the face of the Form do not include state or federal excise, sales or use, or other taxes (if any) now in effect or hereafter levied by reason of this transaction. All such taxes shall be for the Buyer's account.

6. Delays. Seller shall use reasonable efforts to fill this Order in accordance with the estimated shipping date, but shall not be responsible for any delays in filling this Order nor liable for any losses or damages resulting from such delays and this Order shall not be subject to cancellation for such delays.

7. Force Majeure. Seller will not be liable for failure in the performance of its obligations hereunder where such performance has been delayed prevented or rendered commercially impractical due to accidents, differences with workmen, strikes, shortage of labor, inability to obtain materials, fuel or power from normal sources, fires, floods or other acts of God, acts or omissions of Buyer, priorities required, requested or granted for the benefit of any Federal or state government, restrictions imposed by Federal or any state legislation or regulations thereunder, or any cause whether similar or dissimilar to those enumerated, beyond the reasonable control of Seller.

8. Inspection. Acceptance or Rejection. Inspection, acceptance or rightful rejection of Goods shall be made promptly by Buyer within ten (10) days after Buyer's receipt of goods. Buyer shall promptly notify Seller in writing (via facsimile, e-mail or US mail) if Buyer believes that any Goods delivered hereunder are properly rejectable and hold such Goods pending Seller's inspection. The parties agree that (A) Seller's analyses shall govern (If Buyer requests, Seller shall furnish Buyer with a certificate of analysis for each shipment under this Order.)

9. Equipment. Any equipment (including jigs, dies and tools) which Seller constructs or acquires for use exclusively in the production of Goods for Buyer shall be and remain Seller's property and in Seller's possession and control, and any charges by Seller therefore shall be for the use of such equipment only. All such equipment will be used exclusively for the manufacture of Goods for Buyer. When for five (5) consecutive years no Orders acceptable to Seller are received from Buyer for Goods to be made with any such equipment, Seller may make such use or disposition thereof as Seller desires without liability or obligation to Buyer.

10. Warranty. Seller warrants to Buyer that the Goods at the time of shipment to Buyer Hereunder, (A) will conform to the specifications on the face of the Form; (B) that Primary brass mill products described by recognized Copper Development designation will comply with mill standards promulgated by the Copper Development Association; (C) that it will convey good title thereto and that such Goods will be delivered free from any lawful security interest or other lien or encumbrance unknown to Buyer; and (D) that such Goods will be free from defects in material and workmanship. All warranty claims must be made in writing by Buyer to Seller within ninety (90) days following shipment of the Goods to which such warranty claim relates. SELLER MAKES NO WARRANTY, EXPRESS OR IMPLIED (INCLUDING BUT NOT LIMITED TO WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE), EXCEPT SUCH AS IS EXPRESSLY SET FORTH HEREIN.

11. Patents. Seller agrees to indemnify Buyer against all court assessed damages (excluding consequential damages) and costs resulting from infringement of any United States Letters Patent covering (A) standard commercial compositions offered for sale generally by Seller at the time of acceptance by it of this Order; or (B) standard commercial forms, shapes or constructions offered for sale generally by Seller at the time of acceptance by it of this Order, to the extent that such compositions, forms, shapes or constructions are supplied hereunder. Buyer agrees, for the Goods delivered under this Order, to indemnify Seller against all court assessed damages (excluding consequential damages) and costs resulting from infringement of any United States Letters Patent to the extent that such infringement arises from designs, specifications or instructions furnished or explicitly or implicitly required by Buyer and different from the matters embraced by (A) and (B) of the preceding sentence. The parties agree to provide information and reasonable assistance to each other, upon request, to the extent such information and assistance are required by such party to defend against any infringement claim arising under this clause. Neither party shall be entitled to indemnification under this clause as to any claim of infringement concerning which it does not give the other party prompt notice in writing upon learning thereof and full opportunity, at the expense of such other party, to defend and dispose of such claim of infringement. The sale of Goods covered by this Order shall not grant to Buyer

any right or license of any kind under any patent owned or controlled by Seller or under which Seller is licensed, but the foregoing shall not be understood to limit in any way Buyer's right to use and sell such Goods, in the event that such Goods as sold hereunder are covered by any such patent.

12. Subsidiaries and Affiliates. Seller may be acting hereunder on its own behalf or as agent for any one or more persons subsidiary to or affiliated with Seller. This Order may be performed and all rights hereunder against Buyer may be enforced by (i) Seller; or (ii) any one or more person's subsidiary to or affiliated with Seller; or (iii) a third party designated by Seller; (iv) in part by Seller and in part by one or more of said subsidiaries, affiliated persons or third parties.

13. Customer Part, Specification or Drawing Number. Mac Metals Inc. will assign a Part Number for each product that is manufactured and will consist of a category letter followed by a three digit alloy designation and followed by a three to five digit tooling designation. All Buyer Part numbers, specifications, etc will default to a Mac Metals print that identifies Buyer product and contains Buyer signature. Mac Metals print with Buyer signature will be considered final and complete authority with respect to product requirements.

14. Indemnity. Buyer shall release, hold harmless, indemnify and defend Seller, its present and future officers, directors, officials, employees, agents, subsidiaries, affiliates, successors and assigns from any liability (including without limitation liability for negligence or strict liability) claims, losses, suits, demands, penalties, fines, forfeitures, damages and costs caused by, arising out of or relating to the Goods supplied hereunder, the design of Goods supplied hereunder or the design of the packages or containers in which Goods are shipped, if such Goods' packages or containers are made in compliance with Buyer's designs or specifications, or any act or omission of Buyer or its successors, assigns, agents, representatives or employees.

15. Termination of Order. Buyer may not terminate this Order without the written consent of Seller. If Seller consents to such termination, reasonable termination charges computed by Seller shall be assessed in connection with such termination (which may include but shall not be limited to any change in the metal price between the date on which the Order was priced and the date of desired termination).

16. Limitation of Liability. Seller's liability and Buyer's exclusive remedy for any tender of nonconforming or defective Goods or breach of warranty, is expressly limited to Seller's choice of (A) the repair of nonconforming or defective Goods; (B) the replacement of nonconforming or defective Goods with conforming Goods at the FOB point shown on the face of the Form, and (C) the repayment of that portion of the purchase price represented by nonconforming or defective Goods. Such repair, replacement or repayment will be made only upon return of the nonconforming or defective Goods, which may be returned at Seller's cost only after inspection by Seller and receipt by Buyer of definite shipping instructions from Seller. Seller shall not be liable for any incidental, consequential, indirect, special, exemplary, contingent, or punitive damages for (A) any breach of contract or warranty, whether based on theories of breach of warranty, breach of contract, tort, negligence, strict liability or otherwise; (B) the tender of defective or nonconforming Goods; or (C) breach of any other provision of this agreement; or (D) any claim of any kind arising out of or relating to any Order or Seller's performance in connection therewith. In any event, Seller's liability to Buyer shall not exceed the purchase price of the Goods on which such liability is based. Buyer assumes all other liability for any loss, damage or injury to persons or property arising out of, connected with or resulting from the use of the Goods, either alone or in combination with other products.

17. Delivery and Transportation. Shipping terms on the face of the Form state that the Goods are sold FOB shipping point Seller's plant, and the cost of transportation and risk of loss or damage thereof shall be borne by Buyer. Buyer assumes possession at Seller's plant. In the case of Buyer pick-up, Buyer's truck is the destination, and unless Seller otherwise agrees in writing, Seller will not deliver or bear any cost of shipment or transportation, or make any allowance with respect thereto, beyond loading onto Buyer's truck (whether owned by, leased to or otherwise under contract to Buyer). Buyer will be solely responsible for selection of transport company and scheduling of said transport company.

18 Shipments; Shipping Weights. (A) Seller may make partial shipments 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 Buyer of its obligation to accept delivery of remaining shipments under the face of the Form. (B) Absent manifest error, Seller’s shipping weights will govern for each shipment or partial shipment under the face of the Form. Should Buyer dispute the shipping weight of any shipment or partial shipment under the face of the Form, Buyer will promptly notify Seller in writing of the reasons for such dispute and provide to Seller all necessary documents to substantiate the difference.

19. Export Licensing.(A) Buyer and Seller shall comply with all national and international export and control regulations. Equipment, technology and technical data shall not be exported, re-sold, diverted, re-exported or disposed of in other than the country of ultimate destination (currently approved by the United States Government), without the prior approval of the United States Department of State or Commerce or other Agency of the United States Government, whichever is appropriate. (B) Seller shall assume no liability in the event that an export license is not approved or later withdrawn by the United States Government or other applicable Government. (C) Where Buyer requests a routed transaction (meaning it will along with its U.S freight forwarder accept responsibility as U.S Exporter of Record to attain such applicable Government approvals) it shall supply all required documentation to the Seller including the required routed transaction letters from both Buyer and its designated U.S. designated Forwarder/agent.

20A. Standard Quantity Tolerances. Unless another tolerance is stated on the face of the Form, the quantity tolerance applicable to each item of Goods specified on the Order shall be as follows:

Up to 299 pounds	+/-30%, or one length.
300 to 499 pounds	+/-20%
500 to 999 pounds	+/-15%
1000 pounds, or more	+/-10%

20B. Standard Mill Tolerances (Dimensions). Unless another dimensional tolerance is stated on the face of the form, and the Buyer signed Mac Metals Print, the standard mill tolerances appearing in the Mill Tolerances section under “Specifications and Resources” Section of the Mac Metals Website (www.macmetals.com) will apply.

21. Arbitration. All disputes, controversies or claims arising in connection with the present contract, including a dispute regarding its validity, termination, performance or breach thereof, shall be finally settled by arbitration administered by the International Court of Arbitration of the International Chamber of Commerce (the “ICC”) in accordance with the ICC Rules of Arbitration in effect at the time of the arbitration. The arbitration shall be conducted by three arbitrators appointed in accordance with said rules. The place of arbitration shall be Kearny, New Jersey USA and the proceedings shall be conducted in the English language. The award rendered by the arbitrator(s) shall be final and binding on the parties and judgment on the award may be entered in any court of competent jurisdiction.

22. Governing Law. The laws governing the present contract and any dispute arising from or in connection with the contract shall be the laws of state of New Jersey, and federal intellectual property laws, without regard for choice of law. Notwithstanding anything to the contrary herein, the arbitration provisions set forth herein, and any arbitration conducted thereunder, shall be governed exclusively by the Federal Arbitration Act, Title 9 United States Code, to the exclusion of any state or municipal law of arbitration.

23. Buyer's Warranty. Notwithstanding any other provision contained herein or any other obligation of Buyer hereunder, Buyer, upon acceptance of Goods that are the subject of this Order, warrants that Buyer, its successors, assigns, agents and employees are industrial users of such Goods and possess the knowledge and expertise to use the same in accordance with (i) accepted industry standards (ii) all applicable laws, (iii) prudent safety practices and (iv) operating manuals or other instructions provided by Seller, if any.

24. Confidentiality. Unless otherwise agreed in writing by Seller, Buyer will not disclose the pricing or other terms of this Order to any third party.

25. Electronic Commerce. At Seller's request, Seller and Buyer will facilitate business transactions by electronically transmitting data. Any data digitally signed pursuant to this section and electronically transmitted will be as legally sufficient as a written, signed, paper document exchanged between the parties, notwithstanding any legal requirement that the data be in writing or signed. Each authorized representative of a party will adopt a unique, verifiable digital identification consisting of symbols or codes to be transmitted with each transmission. Use of the digital identification will be deemed for all purposes to constitute a "signature" and will have the same effect as a signature on a written document.

26. Miscellaneous.(a) Headings used herein are for convenience only and shall not be used for interpretive purpose. (b) A party's failure to act with respect to another party's breach of any provision contained herein does not constitute a waiver. (c) If any provision herein is held to be invalid or unenforceable, such provision shall be narrowly construed, if possible, or otherwise deemed ineffective and the remaining provisions shall not be affected. (d) These terms and conditions will survive the fulfillment of this Order.(e) With respect to any Orders for shipment outside the U.S., the United Nations Convention on Contracts for the International Sale of Goods will not apply.