

The listed goods are sold to Buyer by Chase Brass and Copper Company, LLC, on the terms of this Invoice. The terms of this purchase and sale shall be exclusively as provided in this Invoice, which shall control over any purchase order or like document issued by Buyer as to any terms in conflict with this Invoice, and Seller's acceptance of the Buyer's order is expressly made conditional on Buyer's acceptance of all terms of this Invoice whether different from or in addition to those of the purchase order or other document. If Buyer's order limits Seller's acceptance to its terms, then such order is rejected and shall constitute an offer by Seller on (and limited to) the terms of this Invoice.

CHASE BRASS AND COPPER COMPANY, LLC

Standard Terms & Conditions of Sale

1. **PRICES** – The prices quoted or agreed upon shall be adjusted to Seller's prices in effect on date of shipment, including any published surcharges. Base prices apply to base quantities and, except as specifically otherwise provided, are subject to deductions and additions in accordance with schedules in effect on date of shipment. All base prices are also subject to Seller's published extras with additions thereto or discounts there from, and net packaging charges where applicable.
2. **TERMS OF PAYMENT**
 - A. Net cash 30 days from invoice date.
 - B. All invoices will be dated the day of shipment. Interest at the rate of 1½% (or the maximum rate permitted by law) per full month or portion thereof is due on late payments.
 - C. All shipments, deliveries and performance of work shall be subject to credit approval by Seller.
3. **CREDIT** — Seller may recover for each shipment or delivery hereunder as a separate transaction, without reference to any other shipment or delivery. In the event that payment hereunder becomes delinquent, Buyer agrees to pay any and all costs associated with the collection of such amounts by Seller, including but not limited to attorney fees, collection fees and court costs. If at any time, in the judgment of Seller, the financial responsibility of Buyer is impaired, Seller may change the terms of payment and/or require payment as a condition of shipment. Without prejudice to any other remedies, Seller shall be entitled to immediate repossession of any goods delivered by Seller if Buyer fails to pay for such goods in a timely manner. Buyer hereby permits Seller's entry to Buyer's premises for such purpose and waives any and all rights to notice or hearing prior to such entry and seizure of Seller's Products following Buyer's default in payment.
4. **TAXES** – Buyer shall be responsible for any taxes on the sale, purchase, delivery, storage, processing, use or consumption of any of the goods. Any such taxes paid by Seller will be added to the purchase price.
5. **FITTING-UP CHARGES** – Any fitting-up charges are to cover the cost of the necessary tools and fixtures required for the particular work. Such tools and fixtures will remain the sole property of Seller and in Seller's possession. There will be no additional charge for their upkeep or replacement, but if, at any time, a period of two years has elapsed since the receipt of any order from Buyer requiring the use of such tools and fixtures, Seller may thereafter make any such use or disposition of such tools and fixtures as Seller desires, without any accounting to Buyer for such use or disposition, or the proceeds thereof, unless otherwise mutually agreed upon. Terms on tools, fixtures and fitting-up charges are net cash.
6. **DELIVERY** – Sales of goods are made F.O.B. point of shipment and, in all cases, title shall pass upon delivery to the carrier at point of shipment, and thereafter all risk of loss or damage shall be upon Buyer. All shipments picked up via Buyer's truck or a carrier requested by Buyer shall be F.O.B. point of shipment as well.
7. **SPECIAL MATERIAL** – Buyer agrees to indemnify, defend and hold harmless Seller from and against any liabilities, suits or damages (including costs, expenses, and reasonable attorney fees) due to actual or alleged infringement of any patent, intellectual property, trade secret or other proprietary rights or property with respect to material manufactured to meet Buyer's specifications which is not part of Seller's standard line.
8. **DELAY** – Seller shall be excused for any delay in performance or failure to perform due to acts of God, war, riot, embargoes, acts of civil or military authorities, fires, floods, accidents, quarantine restrictions, mill condition, strikes, differences with workmen, delays in transportation, shortage of cars, fuel, labor or materials, or any other cause beyond the reasonable control of Seller. Seller shall not be liable for its failure to perform hereunder if due to any shortage or inability to obtain (on terms deemed economically and commercially practicable by Seller) any raw material (including energy), equipment, or transportation. Any quantities not delivered or accepted because of any such contingency shall be eliminated from the Invoice. During any period when Seller is unable to supply the Invoice quantity of the goods, whether caused by the circumstances above or otherwise, Seller may allocate any available goods among its customers, including its own subsidiaries, divisions, and departments, on such basis as Seller deems fair and reasonable.
9. **INSPECTION** – Unless otherwise specified and agreed upon, the material to be furnished on account of this order shall be subject to the Seller's standard inspection at the place of manufacture. If Buyer is to inspect or provide for inspection, at the place of manufacture, such inspection shall be so conducted as not to interfere unreasonably with Seller's and, if other than Seller, the manufacturer's operations and consequent approval or rejection shall be made before shipment of the material. Notwithstanding the foregoing, if upon receipt of such material by Buyer, the same shall appear not to conform to the contract between Buyer and Seller, Buyer shall immediately notify Seller of such conditions and afford Seller or the carrier a reasonable opportunity to inspect the material. No material shall be returned without Seller's consent and authorization number.
10. **LIMITATION OF REMEDIES AND LIABILITIES** – Buyer's sole remedy, and Seller's sole liability, for any breach of warranty or nonconformity in materials supplied shall be for Seller, at its option, to replace or refund the purchase price of any such defective or nonconforming goods. SELLER SHALL NOT BE LIABLE FOR ANY DIRECT, INDIRECT, INCIDENTAL, OR CONSEQUENTIAL DAMAGES, AND SELLER'S LIABILITY SHALL IN NO EVENT EXCEED THE PURCHASE PRICE OF THE GOODS RECEIVED BY SELLER. BUYER'S REMEDY OF REPLACEMENT OR REFUND AS PROVIDED IN THIS PARAGRAPH 10 IS EXCLUSIVE OF ALL OTHER REMEDIES AT LAW OR IN EQUITY. EXCEPT AS EXPRESSLY STATED ON THE FACE HEREOF, SELLER MAKES NO WARRANTY OF ANY KIND, EXPRESS OR IMPLIED (INCLUDING NO WARRANTY OF MERCHANTABILITY OR FITNESS FOR PARTICULAR PURPOSE) TO ANY PERSON OR ENTITY WITH REGARD TO GOODS COVERED HEREBY.
11. **PERMISSIBLE VARIATIONS** – Unless otherwise specified and agreed upon, all materials shall be furnished subject to Seller's standard practices, tolerances and variations. Seller reserves the privilege of shipping overages or underages of weight, length, size, and/or quantity in accordance with such of Seller's standard practices as may be applicable to the material to be furnished on account of this order.
12. **BOXING CHARGES (ALL PRODUCTS)** – No charge will be made for packing or casing any material shipped in standard packages. Where special cases are required, or other than standard packing is necessary, the expense involved shall be charged to Buyer. Excess transportation charge for shipments requiring special equipment in handling or transporting shall be charged to Buyer.
13. **GOVERNING LAW** – THIS INVOICE SHALL BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH AND INTERPRETED UNDER, AND VALIDITY, ENFORCEABILITY AND ALL OTHER ISSUES DETERMINED UNDER, THE LAWS OF THE STATE OF OHIO, WITHOUT REGARD TO CONFLICTS OF LAWS, PROVISIONS OR PRINCIPLES. THE PARTIES HERETO DO HEREBY CONSENT TO THE JURISDICTION OF THE COURTS OF WILLIAMS COUNTY, OHIO AND AGREE THAT ALL LAWSUITS CAN ONLY BE FILED IN SUCH VENUE.
14. **ARBITRATION** – Any controversy or claim arising out of or relating to this invoice, or the existence, validity or breach thereof shall be subject to arbitration at Seller's option. If Seller elects to pursue its remedies through arbitration, such arbitration will be administered by the American Arbitration Association in accordance with its commercial arbitration rules and procedures, as in effect of the commencement of arbitration proceedings. The arbitration tribunal shall consist of three members, with the claimant and respondent each appointing one arbitrator, and with the party-appointed arbitrators appointing the third, neutral arbitrator. The arbitrators selected pursuant to this provision shall be qualified by training, education and experience to rule on the issues presented and the chairperson of the tribunal shall be a lawyer experienced in the litigation of business disputes, including issues relating to the interpretation and application of Article 2 of the Uniform Commercial Code. The arbitration shall be held in Williams County, Ohio. The award shall be in writing and shall state the reasoning on which the award rests. A judgment on the award may be entered in any court of competent jurisdiction.
15. **NON-WAIVER** – Seller's or Buyer's waiver of any breach or failure to enforce any of the terms or conditions of this Invoice at any time shall not in any way affect, limit or waive such party's right thereafter to enforce strict compliance with every term and condition hereof.
16. **CAPTIONS** – The titles contained in these terms and conditions are for reference purposes only and shall not affect in any way the meaning or interpretation thereof.
17. **SEVERABILITY** – If any provision of these terms and conditions shall be prohibited or invalid, such provision shall be ineffective to the extent of such prohibition or invalidity without invalidating the remainder of such provision and the remaining provisions of these terms and conditions.

ACCEPTANCE OF THESE TERMS AND CONDITIONS (INCLUDING ANY MODIFICATIONS OR ADDITIONS THERETO SET FORTH ON THE FACING PAGE OF THIS INVOICE) SHALL OCCUR BY (1) BUYER'S ACCEPTANCE OF THE LISTED GOODS OR (2) IF BUYER RECEIVES THIS INVOICE PRIOR TO ACCEPTANCE OF THE LISTED GOODS, BUYER'S FAILURE TO OBJECT IN WRITING TO THE TERMS HEREOF BEFORE THE EARLIER OF (I) BUYER'S ACCEPTANCE OF THE LISTED GOODS OR (II) 5:00 P.M. EASTERN TIME ON THE THIRD BUSINESS DAY AFTER RECEIPT OF THIS INVOICE BY BUYER.