

**Terms and Conditions of Sale**  
**Hackney Ladish, Inc.**

1. **DEFINITIONS.** "Seller" means the business entity listed as the "Seller" or "Supplier" on the quote, offer or purchase order acknowledgement which references or is attached to these terms and conditions of sale ("Terms and Conditions"). "Buyer" means the business entity buying products or services ("Goods") from the Seller with a purchase order or other procurement document.
2. **CONTRACT FORMATION.** The parties agree that these Terms and Conditions apply to all quotations and offers made by Seller, all purchase orders issued by Buyer and accepted by Seller on its standard form of order acknowledgment and any other procurement documents or contracts executed by the parties which incorporate these Terms and Conditions. Any additional or inconsistent terms contained in Buyer's purchase order or other procurement documents are rejected by Seller unless agreed in writing by Seller with express reference to each such additional or conflicting term. Buyer's acceptance of, or payment for, Goods will confirm Buyer's assent to these Terms and Conditions. These Terms and Conditions may not be modified, altered, or waived either orally, or by usage of trade, course of performance or course of dealing. Any change or deviation therefrom may be made only in writing signed by both parties. If any provision in these Terms and Conditions or any contract is invalid or unenforceable to any extent or for any purpose, this shall not affect the validity or enforceability of the remaining provisions or of that provision for other purposes, but it shall be deemed to be severed to that extent required for that purpose. Neither party may assign its rights or obligations under any acknowledged order without the prior written consent of the other party, which consent will not unreasonably be withheld. A waiver of any of these Terms and Conditions will not be deemed a continuing waiver, but will apply solely to the instance to which the waiver is directed.
3. **DELIVERY DATES.** Delivery dates are estimates only and are subject to change upon notice from Seller. Seller shall not be liable for any damages incurred by Buyer due to delays in shipment and Goods may not be rejected by the Buyer for late delivery.
4. **CLAIMS FOR VISUAL NON-CONFORMITIES AND DELIVERED QUANTITIES.** The weights and quantities herein are estimates. Unless otherwise agreed in writing by Seller, invoiced weights are subject to standard mill shipping tolerance of +/- 10% of the weight ordered. Claims for visually apparent non-conformities or incorrect quantities with respect to the Goods must be made in writing to Seller within ten (10) days from Buyer's receipt of the Goods and must be accompanied by the packing lists covering the shipment or such claims shall be deemed waived.
5. **DELIVERY, TITLE, AND RISK.** Unless otherwise agreed in writing by Seller, terms of delivery shall be EXW (Ex Works per Incoterms 2020) Seller's dock. Title and risk of loss in the Goods shall pass to Buyer upon delivery in accordance with the terms of the purchase order as acknowledged by Seller. Unless otherwise expressly agreed in writing, delivery may at Seller's option be by installments/partial shipments. In all cases where Seller is entitled or bound to deliver by installments/partial shipments, failure to deliver or non-conforming delivery of one or more installments/partial shipments shall not entitle Buyer to cancel or reject or withhold payment for any other installments/partial shipments. Where installment deliveries are made at the request of Buyer, packing charges, quantity extras and minimum charges, if applicable, shall be based on the installments requested.
6. **PRICES.** All prices are in U.S. Dollars. Unless otherwise expressly provided in Seller's written quotation, any prices quoted by Seller are the prices prevailing at the time of such quotation, and such prices are subject to modification by Seller based on the prices in effect at the time of order acceptance and for the cost of raw materials at the time of raw material purchase by Seller. If applicable, freight charges quoted are subject to modification by Seller based on the prices in effect at the time of shipment. Unless otherwise provided on Seller's order acceptance, the contract price shall be Seller's price as set forth on Seller's standard form of order acceptance and shall be exclusive of any duties and taxes on the Goods or contract, all of which shall be for the account of Buyer. Where the Goods are sold on a duties and taxes paid basis, any change in such duties and taxes after the date of the contract shall be for the account of Buyer.
7. **CHANGES AND ORDER CANCELLATION OR MODIFICATION.** Changes to the purchase order requested by Buyer shall be made in writing and shall be subject to Seller's written acceptance. Any changes that result in an increase in Seller's cost and/or time required to manufacture the Goods shall be subject to adjustment to the price or delivery schedule for the Goods. In addition, unless otherwise agreed in writing by Seller, Buyer may not cancel, modify or reschedule an order once that order is acknowledged by Seller. If Buyer cancels an order in whole or in part, Seller will be entitled, within 30 days, to reimbursement for all unpaid invoices and the costs of settling any claims for necessary termination of related subcontracts, as well as payment of the contract price for finished product, work in process and raw materials in inventory or on order provided that Seller is not able, in its judgement, to use such product, inventory or raw material for other purposes within 30 days of Buyer's cancellation. A Buyer-directed rescheduling that exceeds 15 calendar days will be deemed a cancellation.
8. **TERMS OF PAYMENT.** Unless otherwise agreed in writing by Seller, payment terms are net thirty (30) days from the date of invoice; provided, however, that Seller may at any time require full or partial payment in advance, as reasonably determined by Seller, based upon the financial condition of Buyer. Amounts not paid when due may be subject to a late payment charge of the lesser of 1½% per month (or part thereof) or the highest interest rate allowed under applicable law. All deliveries of Goods are subject to the condition that all past due invoices have been paid or resolved in full. All credit sales are subject to approval of Seller's credit department. If Buyer defaults in making any payments, Seller shall be entitled to recover from Buyer all costs of collection, including, but not limited to, collection fees, attorney fees and court costs.
9. **WARRANTY OF QUALITY.** Seller warrants that on shipment by Seller Goods will substantially conform to the agreed written specifications, as determined and demonstrated by the then in effect inspection methods and standards. The sole and exclusive remedy on which Buyer may rely for the supply of non-conforming Goods shall be limited to, at Seller's sole option and expense, the repair or replacement of, or refund or crediting of the price paid or payable for, the non-conforming Goods. Any claims for breach of Seller's warranty of quality (or otherwise) must be delivered in writing within six (6) months from tender of delivery of the Goods giving rise to such claim or shall be deemed waived by Buyer. Buyer shall promptly notify Seller in writing within the warranty period of any Goods that fail to conform to this warranty of quality and make the non-conforming Goods available for pick-up and inspection by Seller. This warranty is to the fullest extent permitted by applicable law in lieu of all other warranties or obligations expressed or implied. SELLER EXPRESSLY DISCLAIMS ALL IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE AND SELLER DOES NOT WARRANT THE ADEQUACY OF BUYER'S DESIGN OR SPECIFICATIONS OR THE INSPECTION PROTOCOL. No person is authorized to give any other warranties on Seller's behalf. The warranty provisions herein will not apply if (i) the Goods were rejected by the use or application of test or inspection procedures or processes not agreed to by Seller; or (ii) Buyer has or has attempted to correct, repair, rework or otherwise alter the Goods without Seller's prior written authorization. Radioactive decontamination of the site where the Goods are located, if applicable, shall be at Buyer's sole liability and expense. If Seller, in its sole discretion, deems the repair or replacement of the Goods to be hazardous due to Buyer's failure to decontaminate the site, Seller's obligations hereunder shall be discharged.
10. **EXPERIMENTAL MATERIAL.** Notwithstanding anything to the contrary in the purchase order or other procurement document, in a Seller quote or purchase order acknowledgement or any other contract document, or in these Terms and Conditions, Goods supplied for testing or experimental purposes ("Experimental Material") will be produced on a best-effort basis and will be sold and delivered "as is; where-is". No warranty, express or implied, is made with respect to Experimental Material or Goods produced from Experimental Material.
11. **LIABILITY LIMITS AND EXCLUSIONS.** IN NO EVENT WILL SELLER BE LIABLE FOR ANY INDIRECT, SPECIAL, INCIDENTAL, EXEMPLARY OR CONSEQUENTIAL DAMAGES OF ANY KIND SUSTAINED FROM ANY CAUSE OR ARISING OUT OF ANY LEGAL THEORY. Seller's total liability for all loss or damage arising out of or related to Seller's acts or omissions shall be limited to the purchase price for the Goods out of which the loss or damage arises. These limitations also apply to any liability that may arise out of third-party claims. All claims other than those resulting from the supply of non-conforming Goods must be delivered in writing to Seller in writing within ninety (90) days from tender of delivery of the Goods giving rise to such claim or shall be deemed waived by Buyer. Notwithstanding any other provision in the contract or these Terms and Conditions, Seller does not limit liability to the extent such limitation would be unlawful, including without limitation for personal injury or death to the extent resulting from the negligence of Seller. Neither party shall have any rights to set-off hereunder except to the extent mutually agreed in writing.
12. **CONVERSION SERVICES.** All processing or conversion services performed by Seller on material supplied by Buyer is on a best-effort basis. Seller is not responsible for yield-loss incurred during processing or conversion services. Unless otherwise agreed in writing by Seller, Seller does not guarantee the chemical analysis of powder or other products produced from Buyer-supplied melt stock.
13. **EXCLUSION OF LIABILITY FOR NUCLEAR APPLICATIONS.** Neither Seller nor its suppliers shall have any liability to Buyer or to Buyer's insurers or customers for physical damage to, or loss or destruction of, any property or any injury to persons when the Goods sold hereunder are used in nuclear facility applications, whether such damage, loss, destruction or injury occurs during construction or thereafter, if such damage, loss, destruction or injury results from a nuclear incident, or from the hazardous properties of source, special nuclear or by-product material ("Nuclear Causes"). As used herein, "liability" means liability of any kind at any time, whether in contract, tort, negligence, warranty, strict liability or otherwise. Further, should the Goods, material, product or products be resold by Buyer to third parties, Buyer shall indemnify, defend and hold harmless Seller, including its officers, directors, employees, parent, subsidiaries and affiliates, from and against any claims based on losses or damages resulting from Nuclear Causes made by Buyer's customers or other third parties, including, but not limited to, the operator of the nuclear facility, and their respective insurers, successors and assigns.
14. **FORCE MAJEURE.** Seller will not be liable for failure or delay in delivery due to: acts of God; prioritizing orders bearing priority rating established pursuant to law; labor strikes or differences with workers; fire, flood or other casualty; epidemics or pandemics, governmental regulations or requirements; shortages or failure of raw materials, supplies, fuel, power or transportation; breakdown of equipment; or any other cause beyond Seller's reasonable control whether of similar or dissimilar nature than those above. Seller will have such additional time within which to perform as may be reasonably necessary under the circumstances and will have the right to apportion its production among its customers in such a manner as it may consider equitable.
15. **TERMINATION.** Seller may, upon written notice to Buyer, terminate the contract, or any part thereof, without liability and without prejudice to the rights of either party accrued prior to such termination under the following circumstances: (a) Buyer materially breaches any of its obligations hereunder; (b) Buyer ceases business or becomes subject (or any substantial part of its assets become subject) to any form of bankruptcy, winding up, dissolution, insolvency, receivership, administration, arrangement with creditors, distress or enforcement of security; or if any export or trade license, consent or permission which the Seller determines is required from time to time, whether under the UK trade control regime, the US trade control regime, or otherwise, is not in place.
16. **INTELLECTUAL PROPERTY.** The parties agree that: (i) each party retains ownership of all intellectual property rights that existed as of the date hereof; and (ii) any intellectual property (a) suggested, discerned or arising as a result of the manufacture of goods hereunder and (b) related to manufacturing processes and procedures based in whole or in part upon Seller's intellectual property rights is owned by Seller, including without limitation any intellectual property related to the design know-how associated with tooling used to manufacture goods hereunder. The Buyer's use of any trademark owned by Seller, or their suppliers shall not be permitted without the written consent of the owner of such trademark. Buyer and Seller will indemnify, defend and hold harmless each other against any liability or claim for patent, trademark or other intellectual property right infringement or misappropriation arising out of or resulting from each other's respective designs, specifications or manufacturing processes or procedures.
17. **APPLICABLE LAW.** The interpretation of the terms and obligations hereunder will be construed and governed by the laws of the state of Delaware, excluding its choice of law rules and excluding the U.N. Convention on Contracts for the International Sale of Goods. The parties agree that, in any effort to enforce the terms and obligations hereunder, the complaining party will first notify the other party in writing of the alleged dispute and the parties will attempt in good faith to resolve the dispute through prompt discussion and meeting between representatives having decision making authority regarding the dispute. If the dispute is not resolved by the 30th day after written notice of the dispute was first made, the parties agree to engage in non-binding mediation in the city of Seller's location, using a neutral mediator mutually agreed to and paid for by the parties. If mediation does not resolve the dispute, the parties may resolve the dispute

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through appropriate legal action exclusively in state or federal courts located within New Castle, County, Delaware and Buyer waives any objection to venue in such courts and any claim that such forum is an inconvenient forum.

18. **TRADE CONTROL.** Both parties will comply with the applicable trade laws and regulations (which the parties accept may include those of the United States of America, including but not limited to the Export Administration Regulations and the International Traffic in Arms Regulations). Buyer shall identify the end-use, the end-user and the country of ultimate destination for all Goods ordered hereunder in a timely fashion so that Seller may apply for any licenses that are required. If an export or other license consent or permission is required but is delayed, conditioned, not granted or revoked by the authorities, neither party shall be liable, and the parties will work together to resolve the situation with the authorities.