

CENTRAL ALUMINUM CO.
STANDARD TERMS AND CONDITIONS

1. PRICE

- a) Change of Price. The price stated herein for the materials covered by this order shall be adjusted to, and the materials shall be invoiced at Seller's prices in effect at the time of shipment.
- b) Prices specified do not include sales, excise, or other taxes payable on account of this transaction, and all such taxes now in effect and/or hereafter levied which are applicable to this transaction are in addition to such prices and shall be paid by the Buyer.
- c) Transportation terms for the material covered on the face hereof shall be stated on Sellers price lists, which are in effect at the time of shipment.

2. PAYMENT

- a) The terms of payment, net cash 30 days after date of invoice, are subject at all times to the approval of Seller's Treasurer's Department, and in case of doubt arising as to Buyer's financial responsibility, production may be stopped and shipments may be suspended or sent draft attached to negotiable or other bill of lading until satisfactory assurances of Buyer's responsibility is received.
- b) If payment is not made when due, carrying charges will be charged at the rate of 18% per annum.

3. WARRANTY

- a) Seller warrants all materials sold hereunder to be of good commercial quality. This express warranty is in lieu of and excludes all other warranties expressed or implied, by operation of law or otherwise, including any warranties that the materials are suitable for Buyer's requirements or special use.
- b) Any claim on account of defective materials or for any other cause whatsoever, shall be deemed waived by Buyer unless written notice of such claim is received by seller within sixty (60) days after the receipt of the materials by Buyer. Seller shall be given reasonable opportunity to investigate all claims and no materials shall be returned to Seller until after inspection and approval by Seller and receipt by Buyer of written shipping instructions from Seller. Seller shall have the opportunity to replace or repair defective materials, to refund the purchase price, or to grant a reasonable allowance on account of defects, and Seller's liability for defective materials shall be limited solely to such option as Seller may elect.
- c) In no event shall the Seller be liable for any consequential, special or contingent damages.

4. DELIVERY

- a) Upon delivery of materials at the F.O.B. point, all risk of loss, damage and other incident of ownership shall immediately pass to Buyer, but the title to such materials shall be retained by Seller as security for Buyer's performance until payment in full is received. Buyer agrees as a condition to delivery to take any and all action requested by Seller, which is necessary to perfect Seller's purchase money security interest in the materials against all other claimants.
- b) Deliveries hereunder are subject to Seller's standard practice for tolerances in quantity as set forth in Seller's price lists, which are in effect at the time of shipment.
- c) Unless otherwise specified herein, weights of shipments shall be determined by reference to carrier's receipt for such shipment at the Seller's plant.

d) Seller shall not be liable for delay for failure in performance hereof arising from any cause not within Seller's control,
including but not limited to, accidents to, or breakdown to, or mechanical failure of, plant machinery or equipment
arising from any cause whatsoever, strikes or other labor trouble, labor shortage, fire, flood, war, act of the public
enemy, acts of God, priorities, allocations, limitations or other acts required or requested by federal, state or local
governments or any subdivision, bureau or agency thereof, delays in transportation or lack of transportation facilities,
or failure of usual sources of supply of materials.

5. SPECIAL TOOLS AND DIES

a) Service charges are for the exclusive use. These tools shall remain in Seller's sole control and possession.

b) If after a period of 24 months, there has not been any activity, such tool or die may be scrapped without notice to Buyer.

Replacement costs will be for Buyer's account.

6. CANCELLATION

a) Buyer may not cancel or modify this agreement except in writing with expressed consent of the Seller in writing,

and Buyer shall be liable for any loss suffered by the Seller by reason of Buyer's cancellation of materials ordered,

including the loss of Seller's reasonable profits. In the event of Buyer's failure or refusal to accept materials

manufactured hereunder, or other default either before or after delivery to carrier, Seller may without notice retain

or repossess said materials and Buyer shall be liable for the full purchase price, less an allowance for the then current

scrap value thereof at Seller's plant, after deducting freight, storage, handling, and other costs.

7. MISCELLANEOUS

a) The waiver by the Seller of any term, provision or condition hereunder shall not be construed to be a waiver of any other

term, condition or provision hereof, nor shall such waiver be deemed a waiver of a subsequent breach of the same condition

or provision. Seller's failure to object to provisions contained in any communication from the Buyer shall not be deemed

a waiver of the provisions of this acknowledgment of order, which shall constitute the entire contract between Buyer and

Seller.

b) In the event Buyer shall default in its obligations hereunder, Buyer shall also be liable for Seller's cost of Collection,

including reasonable attorney's fee.