

## **First Time Customer Purchase Order Terms and Conditions**

1. In addition to the terms of the attached quote, purchase order, confirmation or invoice, Buyer and International Metal Source, ("Seller") agree to be bound to the following terms and conditions, all of which constitute the "Agreement" and shall be governed by and construed according to the internal laws of the state of California and the United States of America. The rights and obligations of the parties hereunder shall not be governed by the provisions of the 1980 U.N. Conventions on contracts for the international sales of goods. The Agreement is the complete and final expression of the agreement and understanding between the parties and supersedes all prior written or oral agreements. The Agreement may only be modified by a writing signed by both parties and which specifically references this Agreement by date.
2. "We hereby certify that the goods were produced in compliance with all applicable requirements of sections 6, 7, and 12 of the Fair Labor Standards Act, as amended and refutations and orders of the United States Department of Labor issued under Section 14, thereof."
3. Buyer agrees to pay Sellers invoice price and that such price is the reasonable value of the goods. Payment for the products will be made by credit card, wire transfer or some other prearranged payment method unless credit terms have been agreed to by Seller. For domestic buyers in net terms with Seller, payment is due 30 days from date of invoice, but Buyer shall have a 2% discount if paid within 10 days of invoice date. Payments on open account shall be applied first to current balances, then to balances overdue. Balances overdue 30 days or more accrue five percent (5%) interest for each month or portion thereof such balance remains due, or the maximum rate allowed by law if said maximum is less than five percent (5%) per month. For international Buyers, terms of payment are within Seller's sole discretion and unless otherwise agreed to by Seller, payment must be received by seller prior to Seller's acceptance of an order. Buyer agrees to pay all collection fees, attorney's fees and court costs in addition to the full amount of this invoice with the past due interest, should collection become necessary.
4. Seller retains title to all goods until full payment in good funds is received by Seller. Domestic orders are shipped F.O.B. Cerritos, California or the Metal Depot, and international orders are shipped Ex Works Buena Park, California or the Metal Depot. All shipping terms shall have meaning set forth in the Uniform Commercial Code (the "UCC") for domestic sales or in INCOTERMS 2010, as published by the International Chamber of Commerce, Paris, France for international sales. Methods and route of shipment will be at the discretion of Seller unless purchaser shall specify otherwise, and any additional expense of the method or route of shipment shall be borne by the purchaser. Seller will quote prices for insurance and/or freight upon request.
5. Any manufacturer's tax, occupation tax, use tax, import tax, duty, fee or charge of any nature whatsoever imposed by any governmental authority on or measured by the transaction between Seller and the purchaser shall be paid by the purchaser in addition to the prices quoted or invoiced. In the event that Seller is required to pay any such tax, fee or charge, the purchaser shall reimburse Seller therefore.
6. Subject to the limitations below, Seller warrants that goods will substantially conform to Seller's specifications for a period of thirty (30) days from date of shipment. Mill specifications as provided by manufacturer, if any, for the goods herein, will be supplied to Buyer upon written request. EXCEPT AS EXPRESSLY WARRANTED ABOVE, GOODS ARE PROVIDED "AS IS" AND "WITH ALL FAULTS." BUYER WAIVES ALL IMPLIED WARRANTIES, INCLUDING BUT NOT LIMITED TO THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NON-INFRINGEMENT. Seller, including its agents and associates, shall not be liable for any incidental, consequential or special damages, interest, costs or expenses, or for loss of use or lost profits or wages, whether or not Seller knew such damages might be incurred. Seller's liability shall in all cases be limited to refunding the lower of the purchase price or the resale value of the goods, at Seller's option.

**F-0820-002-A**  
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7. Seller's remedies for non-payment of this invoice shall include, in addition to all other remedies provided by law, the right to repossess any goods in the possession of Buyer, purchased from Seller, the title for which has not passed to Buyer. Buyer shall surrender such goods upon demand to Seller or Seller's agent.
8. Buyer acknowledges upon receipt of goods that such goods are conforming, unless Buyer notifies Seller in writing within 5 working days of the date of delivery of any non-conforming goods. Seller will accept return of non-conforming goods when returned in original condition. Buyer will not be liable for either inbound or outbound freight, or costs of the non-conforming product or any and all associated fees. Returns for product conforming to the purchase order may be subject to restocking fee of 25% of the invoice price, at Seller's discretion. Buyer shall pay all shipping costs for returns of conforming product.
9. All quoted delivery dates and/or periods are approximate. The delivery periods shall commence when Seller shall have acknowledged receipt of complete specifications and/or applicable documents required to effect shipment, such as a letter of credit, import license, exchange permit, shipping instructions, etc. Risk of loss or damage in transit shall pass to the purchaser at the point where Seller has fulfilled its obligations under the shipping terms specified herein.
10. Seller shall not be liable for any loss or damage as a result of Seller's delay in or failure of delivery due to 1) any cause beyond Seller's reasonable control, 2) any act of God, act of the purchaser, embargo or other governmental act, authority, regulation or request, fire, theft, accident, strike, slowdown or other labor disturbance, war, riot, delay in transportation, 3) inability to obtain necessary labor, materials, component, supplies or facilities, 4) inability to obtain necessary export licenses, import licenses, exchange permits, etc. Should any of the aforementioned events of force majeure occur, Seller, at its option, may cancel purchaser's order with respect to any undelivered goods or extend the delivery date for a period equal to the time lost because of delay. Notice of such election shall be given promptly to the purchaser. In the event Seller elects to cancel the order, Seller shall be released of and from all liability for failure to deliver the goods, including, but not limited to, any and all claims on behalf of the purchaser for lost profits, or for any other claim of any nature which the purchaser may have. If shipping or progress of the work is delayed or interrupted by the purchaser, directly or indirectly, the purchaser shall pay Seller for all additional charges resulting therefrom.
11. Buyer understands that any extraneous requests from the current purchase order confirmed by International Metal Source is subject to an additional charge including but not exclusively long-term contract changes orders requiring multiple deliveries, R&D spending not included, requested delays or halting of shipments, revision of prints, production changes, etc. If the buyer wants to negotiate these potential fees, it must be completed prior to the buyer purchase order to International Metal Source.
12. Buyer is liable for the full cost of the purchase order for a cancellation or partial cancellation of an order unless an authorization for a reduced liability is provided by International Metal Source in writing.
13. In the event it becomes necessary for the Seller to incur any collection costs or file suit to collect payment, the Buyer shall be responsible for all such costs, including attorneys' and expert fees. In any dispute or litigation between Buyer and Seller, whether related to this Agreement or not, Buyer agrees that California law shall apply and control and that the venue shall be in the Superior Court of the State of California, County of Orange, Central Justice Center, exclusively.
14. We reserve the right to withdraw this offer if it is determined it is in violation of any U.S. Trade Laws.

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Company Name

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Title of Representative

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Contact Number

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Printed Name

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Authorized Signature

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Date