

PURCHASE ORDER TERMS AND CONDITIONS

Service Steel Aerospace Corp., United Alloys Aircraft Metals and Dynamic Metals International (each and collectively referred to herein as “**Buyer**”) and the party selling or providing goods and/or services (“**Seller**”) to Buyer hereby agree to the following Purchase Order Terms and Conditions:

1. Acceptance and Terms and Conditions. By acknowledging receipt of Buyer’s order for goods and/or services (the “**Purchase Order**”), shipping the goods ordered thereby or performing the services set forth therein, Seller agrees to be bound by and to comply with all of the terms and conditions of the Purchase Order, including these Purchase Order Terms and Conditions, and all specifications and other documents referred to or incorporated by reference in the Purchase Order (collectively, the “**Terms and Conditions**”). SELLER’S ACCEPTANCE IS LIMITED TO THESE TERMS AND CONDITIONS, AND NO DIFFERENT, INCONSISTENT AND/OR ADDITIONAL TERMS OR CONDITIONS SUBMITTED BY SELLER IN ACKNOWLEDGING OR ACCEPTING THE PURCHASE ORDER OR IN ISSUING ANY SALES ACKNOWLEDGEMENT, BILL OF LADING, SHIPPING INSTRUCTION, INVOICE OR OTHER DOCUMENT IN CONNECTION WITH THE GOODS OR SERVICES, WHETHER PRIOR OR SUBSEQUENT TO THE PURCHASE ORDER, SHALL MODIFY OR AMEND THESE TERMS AND CONDITIONS OR BE VALID OR BINDING AGAINST BUYER, UNLESS SPECIFICALLY ACCEPTED BY BUYER IN WRITING. IN THE EVENT OF ANY CONFLICT, DISCREPANCY OR INCONSISTENCY BETWEEN THESE TERMS AND CONDITIONS AND ANY DOCUMENT SUBMITTED BY SELLER, THESE TERMS AND CONDITIONS SHALL GOVERN, EVEN IF SELLER’S DOCUMENT EXPRESSLY LIMITS ACCEPTANCE TO SELLER’S TERMS AND CONDITIONS. NO COURSE OR PATTERN OF DEALINGS OR CONDUCT BETWEEN BUYER AND SELLER AND NO USAGE OF TRADE SHALL BE RELEVANT TO DETERMINE THE MEANING OR INTENT OF THESE TERMS AND CONDITIONS, EVEN THOUGH THE ACCEPTING OR ACQUIESCING PARTY HAS KNOWLEDGE OF THE NATURE OF THE PERFORMANCE AND AN OPPORTUNITY FOR OBJECTION. If the Purchase Order shall be deemed an acceptance of a prior offer by Seller, Buyer’s acceptance is expressly conditioned on and subject to Seller’s acceptance of these Terms and Conditions.

2. Price; Extra Charges; Payment Terms. The prices set forth in the Purchase Order are firm and shall not be subject to increase without Buyer’s prior written consent. No extra charges of any kind will be allowed, except as agreed to in writing by Buyer. If no price is set forth in the Purchase Order, it is agreed that the price shall be the last price quoted by Seller or the market price on the date of delivery, whichever is less. Seller shall state its payment and discount terms on its invoices. Discount period shall begin from the date Buyer receives invoices or merchandise, whichever arrives last. Delay caused by correction of errors and omissions shall extend the discount period and shall justify Buyer’s withholding of full or partial payment without loss of cash discount.

3. Identification; Shipping Notices. Seller’s invoices, shipping notices, packaging slips, bills of lading, accurate test reports (as applicable) and other documents required in the Purchase Order shall be delivered to Buyer with the goods or no later than the day following completion of the services and shall contain the following information: (a) Seller’s name; (b) the Purchase Order number; (c) a description of goods shipped and part number (if applicable) or services performed; (d) quantity of goods shipped and (e) (with respect to invoices only) unit price applicable to such goods and/or services. Product identification must be maintained at all times.

4. Delivery and Delay. TIME OF PERFORMANCE IS OF THE ESSENCE UNDER THE PURCHASE ORDER. Buyer reserves the right to cancel all or any part of the undelivered portion of goods to be delivered under the Purchase Order if Seller does not make deliveries as specified in the Purchase Order or if Seller breaches any of the terms or conditions hereof including, without limitation,

the warranties of the Seller. Seller shall advise Buyer promptly of any shortage or delay in shipment. No partial shipments will be accepted without Buyer's prior written approval. Neither party shall be in default of the Purchase Order nor liable for any delay to the extent due to any cause beyond such party's reasonable control and without its fault or negligence.

5. Transportation, Delivery and Risk of Loss. All goods to be delivered under the Purchase Order shall be packed and packaged by Seller to ensure safe arrival at their destination and to comply with the requirements of all relevant carriers. Buyer shall not be responsible for any charge for packaging, boxing, banding, wrapping or crating, unless otherwise expressly provided in the Purchase Order. Seller shall reimburse Buyer for any additional costs or losses incurred by Buyer due to improper packing, marking, loading or routing. Delivery shall be made by Seller at such times and places and of such items and quantities as are designated in the Purchase Order or otherwise agreed in writing by the parties. Buyer will have no liability for payment for goods which are in excess of quantities specified in the Purchase Order, nor shall Buyer be liable for services which go beyond those specified in the Purchase Order. Title and risk of loss shall remain in Seller until the goods are delivered to the F.O.B. point specified in the Purchase Order or the services are completed. Notwithstanding such delivery, Seller shall bear all risk of loss or damage to the goods and/or services from the time that Buyer gives notice of rejection of non-conforming or defective goods and/or services until such goods are returned to and replaced or repaired by Seller or such services are corrected by Seller.

6. Anticipation of Delivery Schedule: Unless otherwise agreed in writing, Seller shall not make commitments or production arrangements in excess of the amount or in advance of the time necessary to meet the delivery schedule in the Purchase Order. It is Seller's responsibility to comply with the Purchase Order schedule, but not to anticipate Buyer's requirements. Goods shipped to Buyer in advance of the Purchase Order schedule may be returned by Buyer to Seller at Seller's expense.

7. Inspection.

(a) Delivery shall not be deemed to be complete, and all goods and services will be received by Buyer subject to, Buyer's inspection and acceptance at the destination specified in the Purchase Order. Acceptance or rejection of the goods and/or services shall be made within a reasonable time after delivery or completion, but Buyer's failure to inspect and accept or reject goods or services or failure to detect defects by inspection, including latent defects, shall not relieve Seller from responsibility from providing goods and services that conform to the Purchase Order nor impose any liability on Buyer therefor. Buyer's payment for the goods or services delivered or performed under the Purchase Order shall not constitute acceptance.

(b) If, upon inspection, any goods or services are determined to be defective or non-conforming, Buyer may, at its option and upon written notice to Seller, reject the goods and either (a) hold rejected goods for disposition pursuant to Seller's instructions at Seller's risk and expense, (b) return the rejected goods or services to Seller at Seller's risk and expense and receive a full refund of the purchase price, (c) require Seller to repair or replace the rejected goods or services at no cost to Buyer, and/or (d) accept the rejected goods or services and make an equitable price reduction. Seller shall not repair or replace any rejected goods or services without Buyer's prior written consent. In addition, Buyer shall have the right, upon written notice to Seller, to cancel any unshipped or unperformed portion of the Purchase Order without liability to Seller.

(c) Buyer, its customers, the FAA and regulatory agencies have the right to enter the Seller's facility to inspect and determine and verify the quality of work and that applicable records are being properly maintained. Seller shall allow access to documented information at all levels of the supply chain.

8. Warranties. Seller warrants and represents to Buyer as follows:

(a) all goods will be new; and all goods and services will be free from defects in design, workmanship and materials, latent or otherwise, will conform to the specifications, samples, drawings, designs or other requirements (including performance specifications) set forth or referenced in the Purchase Order, will meet the latest specification revision unless otherwise agreed in writing, and will comply with all applicable federal, state, municipal and local laws, ordinances, codes, rules, regulations and orders of governmental authorities. Seller shall notify Buyer of any known nonconformities prior to shipment and shall obtain Purchaser's written consent before shipment of any nonconforming items.

(b) all goods and services will be free of any lien, claim, charge, security interest or encumbrance of Seller or any party claiming by, through or under Seller, and Seller will convey to Buyer good and marketable title to the goods and services free and clear of any and all such liens, claims, charges, security interests and encumbrances.

(c) In the event of a breach of these warranties, Buyer shall have the right, at its option and in addition to all other rights and remedies, to (i) return the non-conforming goods or services to Seller at Seller's risk and expense and receive a full refund of the purchase price, (ii) require Seller to repair or replace the non-conforming goods or services at no cost to Buyer, and/or (iii) accept the non-conforming goods or services and make an equitable price reduction.

(d) Any attempt by Seller to limit, disclaim or restrict any Seller warranties or any remedies of Buyer, by acknowledgment or otherwise, in accepting or performing the Purchase Order, shall be null, void and ineffective.

9. Buyer's Property. Unless otherwise agreed in writing, all tools, equipment, material or other personal property furnished to Seller by Buyer or separately invoiced by Seller and specially paid for by Buyer, and any replacement thereof, shall be and at all times remain the sole and exclusive property of Buyer. Such personal property shall be plainly marked or otherwise adequately identified by Seller as Buyer's property and shall be safely stored by Seller separate and apart from Seller's property. Seller shall not substitute any property for Buyer's property and shall not use Buyer's property for any purpose except in performing the Purchase Order. Buyer's property, while in Seller's custody or control, shall be held at Seller's risk and shall be kept insured by Seller at Seller's expense in an amount equal to the replacement cost with any loss payable to Buyer. Upon written request from Buyer, Seller shall, at its expense, promptly return all such property to Buyer in the same condition as originally received by Seller, reasonable wear and tear excepted.

10. Changes. If Seller considers that any written or verbal order, direction, instruction or communication from Buyer will result in any increase to the purchase price or delivery date, then Seller shall so notify Buyer in writing within five (5) days of receiving such communication, and in any event prior to taking any action for which Seller could or will claim an increase in the purchase price or delivery date or contend there has been a change to the Purchase Order. Seller's failure to so notify Buyer in writing within such period shall constitute a waiver of Seller's right to claim any increase to the purchase price and/or delivery date as a result of such communication. If Seller timely notifies Buyer in writing of the increased purchase price or delivery date, then Seller and Buyer shall negotiate a mutually agreeable change order. No change order or other modification of the Purchase Order shall be valid, binding or enforceable unless in writing and signed by Buyer and Seller. Seller shall provide advance written notice to Buyer (attn.: Purchasing Department) of any changes in Seller's organization relating to or affecting its manufacturing site location, manufacturing processes, Quality Management System certification (including but not limited to certification by NADCAP, AS, and any other applicable accreditation or regulatory authority), approved sub-tier suppliers and subcontractors. Seller's notice shall include a

description of the nature of the change, including justification, scheduled date and point of incorporation, and impact on manufacturing, quality, and logistics concerns. All applicable changes require the approval of Buyer prior to implementation.

11. Compliance with Laws. Seller shall observe and comply with all federal, state, municipal and local laws, ordinances, codes, rules, regulations and orders of governmental authorities applicable to Seller, its performance of the Purchase Order and/or the goods and/or services provided pursuant to the Purchase Order. Unless the order is exempted by applicable rule or regulation, Paragraphs 1 through 7 of the nondiscriminatory provisions of Section 202 of the Executive Order 11246 of September 24, 1965, as amended, are hereby incorporated herein by this reference and applicable to such order(s).

12. Indemnification. Seller shall indemnify, defend and hold harmless Buyer, its affiliates, and its and their respective shareholders, directors, officers, employees, agents, representatives, successors and assigns (collectively, the “*Buyer Indemnitees*”) from and against any and all claims, demands, actions, causes of action, suits and other proceedings asserted or instituted against the Buyer Indemnitees together with all losses, damages, liabilities, costs and expenses (including reasonable attorneys’ fees) of any kind or nature whatsoever, due to any injury to or death of persons or loss of or damage to property, which may arise out of, result from, relate to, or be reasonably incurred in connection with, or is alleged to have arisen out of or resulted from, directly or indirectly, (a) the negligence or acts of Seller, its employees, or agents, or its subcontractors, their employees or agents, (b) any nonconforming or defective goods and/or services, (c) any breach of Seller’s representations and warranties contained in these Terms and Conditions or any Purchase Order, (d) any failure to observe or perform any covenant, condition or agreement contained in these Terms and Conditions or any Purchase Order, or (e) Seller’s performance of and failure to perform the Purchase Order.

13. Insurance.

(a) Seller, at its sole expense, shall at all times during performance of the Purchase Order maintain the following minimum insurance coverage: (i) Worker’s Compensation Insurance providing statutory benefits under the laws of the state in which the Purchase Order is performed; (ii) Employer’s Liability Insurance with limits of not less than \$1,000,000 each occurrence and \$1,000,000 annual aggregate; (iii) Commercial General Liability Insurance providing coverage for premises, operations, products/completed operations, contractual liabilities and independent contractors with combined single limits of liability for personal injury and property damage of not less than \$1,000,000 each occurrence and \$2,000,000 annual aggregate; (iv) Business–Automobile Liability Insurance providing coverage for all owned, non-owned, borrowed and hired vehicles with combined single limits of liability for personal injury and property damage of not less than \$1,000,000 each accident; and (v) Umbrella/Excess Liability Insurance in such amounts as may reasonably be requested by Buyer.

(b) Seller’s insurance shall (i) be provided by reputable insurers with a rating by A.M. Best of at least A-, (ii) with the exception of Workers’ Compensation Insurance and Employer’s Liability, name Buyer, its shareholders, directors, officers, agents, and employees as additional insureds, and (iii) provide for severability of interests, by endorsement or otherwise. Seller’s insurance shall be primary and non-contributory to any insurance maintained by Buyer. Seller, for itself and its insurers, hereby waives any rights of subrogation against Buyer, its shareholders, directors, officers, agents, and employees.

(c) Seller’s insurance coverages shall be written on an occurrence basis and shall be maintained without interruption from date of commencement of Purchase Order until expiration of the warranty. Prior to commencing the Purchase Order, Seller shall submit to Buyer certificates of insurance evidencing the insurance coverage required under this Section 13.

14. Bankruptcy; Insolvency. If Seller (a) ceases to conduct its operations in the normal course of business, (b) applies for or consents to the appointment of a receiver, trustee or liquidator of it or of all or substantially all of its assets, (c) files a voluntary petition in bankruptcy, or admits in writing its inability to pay its debts as they come due, (d) has an involuntary petition in bankruptcy filed against it which is not dismissed within thirty (30) days of filing, (e) makes a general assignment for the benefit of creditors, (f) files a petition or an answer seeking a reorganization or an arrangement with creditors or seeking to take advantage of any insolvency law, (g) performs any other act of bankruptcy, then, in any such event, Buyer may terminate the Purchase Order immediately upon notice to Seller without liability, except for goods delivered and/or services completed prior to such termination.

15. Termination for Convenience. Buyer may terminate all or any part of the Purchase Order for its convenience at any time by written notice to Seller. Upon such termination, Seller shall immediately cease all activity under the Purchase Order and Buyer and Seller shall negotiate and agree in writing upon reasonable termination charges, which charges will be identified by Seller in writing to Buyer within thirty (30) days of such termination. In no event shall Buyer's liability in connection with such termination exceed the purchase price set forth in the Purchase Order.

16. Buyer's Information. Any and all information Seller receives from or on behalf of Buyer, regardless of how and in what form it is embodied or provided, including, but not limited to, information regarding Buyer's business, products, operations, financial position, trade secrets, know-how, intellectual property, customers, suppliers, prospects, purchase price, pricing structure, marketing plans, product and service developments, policies and procedures and other information, is and shall remain Buyer's sole and exclusive property. Buyer considers all such information to be confidential and/or proprietary. Seller may use Buyer's information solely in connection with the Purchase Order. Seller shall protect Buyer's information using the same degree of care Seller uses to protect its own confidential information of a similar nature, but no less than a reasonable degree of care. Seller shall not disclose any of Buyer's information to any third party without Buyer's prior written consent. Seller may distribute, disseminate or disclose Buyer's information only to those of its employees, officers, directors, agents and representatives (collectively, "**Representatives**"), who have a need to know such information to perform the Purchase Order, and Seller shall notify such Representatives of and require them to adhere to the terms of this Purchase Order. Seller shall be responsible any breach of this Purchase Order by those Representatives to whom it disseminates any of Buyer's information. Upon request of Buyer, Seller shall promptly return or destroy (with such destruction certified in writing) all of Buyer's information and any copies, summaries, notes, reports, analyses or references related thereto or derived therefrom. Seller's obligations in this Section 15 shall not apply to any of Buyer's information that (a) is in the possession of Seller on a non-confidential basis at the time it is disclosed by Buyer, (b) is or becomes publicly available, except by virtue of a breach of this Agreement or other confidentiality obligation of Seller, (c) was or is obtained by Seller from a source other than Buyer not in violation of any obligation of confidentiality to Buyer, or (d) is independently developed by Seller without use of or reference to Buyer's information, and the Receiving Party can verify such development by written documentation. No termination of this Purchase Order or return or destruction of Buyer's information will affect the obligations of Seller under this Section 16, which shall survive performance of this Purchase Order and continue in effect except as provided herein. Seller is to retain all records of shipment for a minimum of eleven years unless otherwise stated on the Purchase Order. Expired records may be destroyed at the Seller's discretion in a manner which safeguards confidential and proprietary information.

17. Intellectual Property. Seller shall indemnify, defend and hold harmless the Buyer Indemnitees from any and all claims, demands, actions, causes of action, suits and other proceedings asserted or instituted against the Buyer Indemnitees together with all losses, damages, liabilities, costs and expenses (including reasonable attorneys' fees) of any kind or nature whatsoever which may arise out of, result from, or be reasonably incurred in connection with, or is alleged to have arisen out of or resulted

from, directly or indirectly, any actual or alleged infringement, misappropriate or violation of any patent, copyright, trademark, trade secret, know how or other intellectual property right by any of the goods and/or services furnished under the Purchase Order, except to the extent such infringement results from the manufacture of goods and/or performance of services pursuant to proprietary designs furnished by Buyer. THE FOREGOING INDEMNITY IS CONDITIONAL UPON (A) BUYER'S PROMPT WRITTEN NOTICE OF ANY CLAIM TO SELLER; PROVIDED, HOWEVER, THAT BUYER'S FAILURE TO PROVIDE SUCH NOTICE SHALL RELIEVE SELLER ONLY TO THE EXTENT SELLER IS ACTUALLY PREJUDICED THEREBY, (B) SELLER'S CONTROL OF THE DEFENSE AND SETTLEMENT OF ANY CLAIM (PROVIDED THAT NO SETTLEMENT IMPOSES ANY OBLIGATION OR LIABILITY ON BUYER), AND (C) REASONABLE COOPERATION AND ASSISTANCE BY BUYER IN THE DEFENSE AND SETTLEMENT OF SUCH CLAIM AT THE EXPENSE OF SELLER. IF ANY GOODS AND/OR SERVICES, OR THE USE THEREOF, BECOME, OR IN SELLER'S OPINION, ARE LIKELY TO BECOME, THE SUBJECT OF AN INFRINGEMENT CLAIM, SELLER SHALL EITHER (A) PROCURE FOR BUYER THE RIGHT TO CONTINUE THE USE THEREOF, (B) REPLACE OR MODIFY THE SAME SO THAT IT BECOMES NON-INFRINGEMENT (PROVIDED THE SAME LEVEL OF FUNCTIONALITY IS MAINTAINED) OR (C) ACCEPT A RETURN OF THE GOODS AND/OR SERVICES AND REFUND THE ENTIRE PURCHASE PRICE THEREFOR TO BUYER.

18. Quality Commitment. Seller shall establish and maintain a quality management system, including a counterfeit, **suspected unapproved, and unapproved** parts prevention program or procedure to assure acquisition of authentic and conforming material. Seller will ensure that its employees and other agents are aware of their contribution to product conformity, their contribution to safety, and the importance of ethical behavior. Seller shall apply appropriate controls to its direct and sub-tier suppliers, to ensure that all requirements of the applicable Purchase Order(s) and associated specification(s) are met. Buyer will periodically assess Seller's quality and on time delivery performance. Poor performance may result in loss of business to Seller.

19. Publications. Neither party shall issue any press release nor make any public announcement relating to this Purchase Order or any transactions contemplated hereby without the prior written consent of the other party.

20. Waiver. No failure or delay by either party in exercising any right, power or privilege or enforcing any obligation under the Purchase Order, including the Terms and Conditions, shall operate as a waiver of such right, power, privilege or obligation. No single or partial exercise of any right, power or privilege under the Purchase Order shall preclude any other or further exercise of such right, power or privilege or the exercise of any other right, power or privilege. Any waiver of the Purchase Order, to be valid and enforceable, must be in writing and signed by the party to be bound thereby.

21. Severability. If any one or more of the provisions contained in the Purchase Order, including the Terms and Conditions, or any application thereof to the parties shall be finally determined by a court of competent jurisdiction to be invalid, illegal or unenforceable in any respect, then such provision shall be severed and deleted from the Purchase Order and replaced with a like provision that is valid, legal and enforceable to the fullest extent of applicable law and the validity, legality and enforceability of the remaining provisions of the Purchase Order and any other application thereof to the parties shall not in any way be affected or impaired thereby.

22. Default. Buyer may by written notice of default to Seller: (a) terminate the whole or any part of the Purchase Order in any one of the following circumstances: (i) if Seller fails to perform within the time specified herein or any extension thereof granted by Buyer in writing; (ii) if Seller fails to perform any of the other provisions of the Purchase Order, or so fails to make progress as to endanger

performance of the Purchase Order in accordance with the Terms and Conditions, and in either of these two circumstances does not cure such failure within a period of ten (10) days after receipt of notice from Buyer specifying such failure, or (iii) breaches any representation or warranty contained in these Terms and Conditions or any Purchase Order; and (b) procure, upon such terms as Buyer shall deem appropriate, goods and/or services in substitution of those so terminated. Seller shall continue performance of the Purchase Order to the extent not terminated and shall be liable to Buyer for any excess costs for such substitute goods and/or services. In lieu of termination for default, Buyer, at its sole discretion, may elect to (A) extend the delivery or performance schedule and/or (B) waive the deficiencies in Seller's performance, in both of which cases an equitable reduction in the Purchase Order price shall be negotiated and agreed in writing between Seller and Buyer. If Seller, for any reason, anticipates difficulty in complying with the required delivery or completion date, or in meeting any other requirement of the Purchase Order, Seller shall promptly notify Buyer in writing, which notification shall include details of the causes of such difficulty or delay and the expected delivery or completion date. If Seller does not comply with Buyer's delivery schedule, Buyer may require delivery by expedited means, and any charges resulting from the premium transportation must be fully prepaid and shall be the responsibility of Seller.

23. Cumulative Remedies. The rights and remedies of Buyer in the Terms and Conditions shall not be exclusive and are cumulative with and in addition to any and all other rights and remedies available to Buyer under the Purchase Order, at law or in equity, including, but not limited to, Buyer's rights as specified in the Uniform Commercial Code.

24. Non-Assignment; No Delegation of Performance. Seller shall not assign the Purchase Order, or any part thereof, nor delegate its performance under the Purchase Order without the prior written consent of Buyer. Any attempted assignment or delegation by Seller without such consent shall be null and void.

25. Set-Off. Buyer shall be entitled at all times to set-off any amount owing at any time from Seller to Buyer against any amount payable to Seller at any time by Buyer in connection with the Purchase Order.

26. Dispute Resolution. If a dispute arises between the parties which cannot be resolved by good faith negotiation on the part of the parties, Buyer and Seller agree that such dispute shall be subject to mediation before pursuing any other legal remedies such as commencing litigation. The parties shall agree upon the rules governing the mediation and the mediator. Mediation involves each side of a dispute sitting down with an impartial person to attempt to reach a voluntary settlement, with no formal court proceedings, procedures, or rules of evidence and with an independent mediator who has no power to render a binding decision or force an agreement on the parties.

27. Applicable Law. It is specifically agreed by the parties that the Purchase Order shall be governed by, and construed according to, the laws of the place where the goods are to be delivered or the services are to be performed, as applicable, without giving effect to the principles of conflict laws thereof.

28. Taxes. Unless the Purchase Order, specifies otherwise, the price of this contract includes, and Seller is liable for and shall pay, all taxes, impositions, charges and exactions imposed on or measured by this Agreement and the Orders issued hereunder, except for sales or use taxes on sales to Buyer ("**Sales Taxes**") for which Buyer specifically agrees to pay and which are separately stated on Seller's invoice. Prices shall not include any taxes, impositions, charges or exactions for which Buyer has furnished a valid exemption certificate or other evidence of exemption.

29. Conflict Minerals. All goods sold to Buyer must be "DRC conflict free" (as defined by applicable rules). Any required conflict mineral content must be from recycled or scrap sources or

originate from outside of the DRC Covered Countries (as defined by applicable rules). Goods that contain conflict minerals that originated in a DRC Covered Country will be deemed non-conforming and unacceptable. Seller agrees that it will (a) provide Buyer with the information Buyer in its sole discretion deems necessary to comply with the requirements of Section 1502 of the Dodd-Frank Wall Street Reform and Consumer Protection Act (“Act”) (Pub. L. 111-203, 124 Stat. 1376 (July 21, 2010)) relating to disclosure and reporting obligations concerning the use of “conflict minerals” on Buyer’s request and (b) undertake due diligence on its supply chain and any other measures as necessary to obtain the information for Buyer to comply with such requirements.

30. Entire Agreement. The Purchase Order together with the Terms and Conditions constitute the final and entire agreement between Buyer and Seller with respect to the subject matter hereof and thereof, and supersedes all prior or contemporaneous discussions, negotiations, understandings and agreements, whether written or oral, with respect to such subject matter. The Purchase Order and the Terms and Conditions may be amended, modified, revised or supplemented only by written instruments signed by both parties hereto.
