



## **Sales Terms and Conditions**

### **1. APPLICATION OF TERMS AND CONDITIONS OF SALE**

The following terms and conditions shall govern the sale by the entity ("High Performance Alloys" or "Seller") named on the invoice that will be provided to Customer for orders for products sold by High Performance Alloys, unless Customer has signed a separate formal purchase agreement with High Performance Alloys.

By accepting delivery of the products described on the invoice, Customer agrees to be bound by and accepts these terms and conditions.

High Performance Alloys reserves the right to change these terms and conditions without prior written notice at any time at the sole discretion of High Performance Alloys.

### **2. OTHER DOCUMENTS DO NOT APPLY**

These terms and conditions may not be supplemented, altered, or modified by the use of any other document(s). Any attempt to modify, supplement, or amend these terms and conditions will be null and void unless agreed to in writing by High Performance Alloys.

### **3. PAYMENT TERMS; ORDERS; QUOTES**

Terms of payment shall be determined at the discretion of High Performance Alloys and otherwise agreed to by High Performance Alloys. Payment shall be made by credit card, check, or other pre-arranged method of payment acceptable to High Performance Alloys.

High Performance Alloys reserves the right to decline an order based upon account, payment, or sales history. We also reserve the right to collect payment for any testing specifically required and performed for a cancelled order. This right is not limited to labor, material scrap, or shipping. All orders are not binding on High Performance Alloys unless accepted by High Performance Alloys.

Any quotation provided by High Performance Alloys will be valid for the duration stated in the quotation. If no duration is stated, such quotation will be valid for 48 hours. Materials are subject to prior sale; no compensation is given for out-of-stock items.

High Performance Alloys accepts Visa, MasterCard, and American Express. Wire transfers and bank-issued checks are also acceptable when issued in US\$ Dollars, on a US bank.

Where payment is made by electronic method, such payment is subject to the approval of the financial institution issuing the credit card, and High Performance Alloys shall not be liable in any way if such financial institution refuses to accept or honor the credit card for any reason.

If credit terms have been agreed by High Performance Alloys, Customer shall pay invoices within thirty (30) days from the date of the invoices or such longer period which may be agreed in writing between Customer and High Performance Alloys. Customer agrees to pay interest on all past due sums at 1.5% APR. One percent (1%) discounts can only be taken at ten days or less from the invoice date.

### **4. CUSTOMER-SUPPLIED MATERIALS FOR CONVERSION (TOLL PROCESSING)**

All processing is performed on best effort basis, no guarantee of properties or a finished product, or that your material will survive a process. Any labor, testing or services not used will be removed from your bill, in the event of a complete process and the material fails the full bill would still be due regardless.

## **5. PRICES, SHIPPING AND HANDLING CHARGES, TAXES AND CUSTOMS**

High Performance Alloys will only ship to U.S. friendly countries. All prices do not include charges for shipping and handling, taxes, customs, or duties. Separate charges for handling, taxes, customs, or duties will not be the responsibility of High Performance Alloys. Customer is responsible for all sales and other taxes associated with the order. Unless Customer provides High Performance Alloys with a valid and correct tax exemption certificate applicable to the product ship-to location prior to High Performance Alloys' acceptance of the order, the Customer is responsible for sales and all other taxes associated with the order.

## **6. TITLE AND RISK OF LOSS OR DAMAGE; DELIVERY**

Title and risk of loss shall pass to Customer upon shipment from High Performance Alloys' facility unless otherwise agreed in a formal agreement between Customer and High Performance Alloys.

High Performance Alloys may deliver the products ordered in installments. Any delivery or shipment date given by High Performance Alloys is an estimate only and High Performance Alloys is not liable for any loss, damage, cost, or expense for any failure to deliver in accordance with the given delivery or shipment date.

## **7. LIMITED WARRANTY STATEMENT**

High Performance Alloys makes no warranties expressed or implied, including, but not limited to, the implied warranties of merchantability and fitness for a particular purpose. High Performance Alloys' liability for warranty claims is limited to repair or replacement of same product and will not be held liable for the use of a material in an application.

High Performance Alloys will be obligated to honor any such warranty only upon High Performance Alloys receipt of payment in full for the product to be warranted.

## **8. PROPRIETARY INFORMATION/PROPERTY**

Title to any proprietary information/processes used shall remain with the applicable licensor(s). Prices, descriptions, and availability are the sole property of High Performance Alloys. Use of any of High Performance Alloys property is subject to the laws of Indiana. Any attempt to misuse or abuse the property of High Performance Alloys will not be tolerated and will be turned over to the proper authorities.

## **9. HIGH PERFORMANCE ALLOYS PRODUCTS AVAILABILITY**

Product availability may be limited. Products may not be available for immediate delivery. High Performance Alloys reserves the right, without liability or prior notice, to revise or cease to make available any or all products.

## **10. EXCLUSION AND LIMITATION OF LIABILITY**

For any breach of these terms and conditions, High Performance Alloys' sole and exclusive maximum liability shall not in any event exceed the total price of the products ordered by customer.

Under no circumstances shall High Performance Alloys be liable to customer or any third party for any special, indirect, consequential, or punitive loss or damage for any breach of these terms and conditions, including but not limited to loss of profits, loss of business or goodwill, loss of use even if High Performance Alloys has been advised of the possibility of such loss or damage or any claim by any third party.

High Performance Alloys shall not be liable if it is unable to perform any of its obligations contained in these terms and conditions due to, directly or indirectly, the failure of any machine, system of authorization, data processing or communication system or transmission link or any industrial dispute, war, flood, explosion, act of God or any other event beyond the control of High Performance Alloys.

## **11. GOVERNING LAW AND JURISDICTION**

The sale of products shall be governed by the laws of the State of Indiana excluding the conflict or choice of law provisions. Venue and jurisdiction for all disputes will lie in Tipton County, Indiana.

## **12. EXPORT CONTROL**

Products purchased or received under these terms and conditions shall be subject to export laws and regulations of the United States of America.

## **13. HEADINGS**

The headings of each of these terms and conditions are for convenience of reference only and shall not formed part of these terms and conditions. Such headings shall be ignored in the interpretation or construction of any of these terms and conditions.

## **14. RETURN POLICIES**

All exchanges and returns require a Return Material Authorization (RMA) number. Please call a Customer Service Representative at 1-800-472-5569 (Monday through Friday, 8:00 a.m. to 5:00 p.m. EST) for your RMA number and specific return instructions. It must be requested within 30 days of receipt of your shipment. Return shipping charges are non-refundable. If you are returning defective merchandise or merchandise that we shipped in error, High Performance Alloys will pay for the shipping. Items returned without prior approval and an RMA number may be refused. Non-defective returns may be subject to a 15% restocking fee. After the receipt and inspection of the returned merchandise, credit will be issued.

Total cancellation charge on processed orders will be subject to a fee of 15% of the total order value, plus any testing, labor, scrap or shipping incurred in processing the order.

## **15. EXCHANGES**

From time to time, High Performance Alloys may, in its sole discretion, exchange products or portions of a product. Any exchanges will be made in accordance with High Performance Alloys' exchange policies in effect on the date of the exchange.

## **16. SERVICE AND SUPPORT**

High Performance Alloys endeavors to provide the best customer and technical telephone support in the industry. For end-user Customers, High Performance Alloys promises that its support people will attempt to handle over the telephone any problem involving High Performance Alloys products. However, High Performance Alloys' support people may not be able to understand or resolve all given problems. Service offerings may vary from product to product.

## **17. NO ASSIGNMENT**

Customer may not assign its rights or obligations under this Agreement without the express written consent of High Performance Alloys.

## **18. INVALIDITY OF PROVISIONS**

If any provision or provisions of this Agreement shall be held to be invalid, illegal, or unenforceable, such provision shall be enforced to the fullest extent permitted by applicable law, and the validity, legality, and enforceability of the remaining provisions shall not in any way be affected or impaired thereby.