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Terms and Conditions of Sale

1 APPLICATION OF TERMS AND CONDITONS OF SALE

The following terms and conditions shall govern the sale of goods and products by High Performance Alloys, Inc. ("HPA" or "Seller") to Customer, unless Customer has signed a separate formal purchase agreement with HPA.

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

2 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.

3 OTHER DOCUMENTS DO NOT APPLY

These terms and conditions may not be supplemented, altered, or modified. 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, Inc.

4 NO ASSIGNMENT

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

5 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.

6 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.



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7 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, Inc. Any attempt to misuse or abuse the property of High Performance Alloys, Inc. will not be tolerated and will be turned over to the proper authorities and shall be considered a breach and default of this Agreement.

8 PAYMENT TERMS; ORDERS; QUOTES

Terms of payment shall be mutually agreed upon by both parties. Payment shall be made by credit card, check, or other pre-arranged method of payment acceptable to High Performance Alloys, Inc.

8.1 Basic Payment Terms

High Performance Alloys, Inc. 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, Inc. unless accepted by High Performance Alloys, Inc.

High Performance Alloys, Inc. accepts Visa, MasterCard, and American Express with a 4% processing fee added. Wire transfers and bank-issued checks are also acceptable when issued in US (\$) Dollars, on a US bank. Returned checks are subject to a \$35 service fee. Past due and prepaid orders paid by check will have a 10 business day holding period for the check to clear (pending orders will be held).

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, Inc. shall not be liable in any way if such financial institution refuses to accept or honor the credit card for any reason.

All Customers are subject to the following payment structure for our product offerings based on approval of Net Terms and the service function applied to the item that supports your order:

8.1.1 Facilitated Orders

All Orders must be prepaid, 100% payment up front.

8.1.2 Stock Goods

Are subject to the following payment Terms:

8.1.2.1 No Net Terms

Must be prepaid, 100% payment up front.

8.1.2.2 Net Terms Order Value Under \$1000

Must be prepaid, 100% payment up front.

8.1.2.3 Net Terms Order Value Over \$1000

Must have a down payment of 40%.

8.1.3 Production Goods

8.1.3.1 No Net Terms

Must be prepaid, 100% payment up front.

8.1.3.2 Net Terms

Must have a down payment of 40%.

8.1.4 Independent Contract Agreements

Specific contracts with customers may override the basic payment structure.

Customers that cannot work with the basic payment structure may apply for contract terms, through High Performance Alloys, Inc. Finance Department or Sales Department.



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8.2 Customers with credit terms established:

If credit terms have been agreed to by High Performance Alloys, Inc. Customer shall pay invoices within thirty (30) days from the date of the invoice or by the custom period agreed upon by both parties, all terms periods agreed upon shall be defined by the date of the invoice as the start of the terms period.

High Performance Alloys, Inc. customers with credit terms are required to pay by ACH, wire or check. Customer agrees to pay interest on all past due sums at 1.5% APR. Overdue accounts may be turned over to a collection agency, and a collection fee (up to 33% of your past due balance) will be charged to your account.

One percent (1%) discounts can only be taken at ten days or less from the invoice date with ACH and check payments. An invoice discount is only valid for ACH, wire or check payments within 10 days of the invoice date to customers with a stated discount clause in their individual terms.

Any credit card payments for customers with terms in place will be subject to the 4% fee.

8.3 Prepaid customers:

Any payments made by credit card will incur a 4% fee calculated on the invoice total. Checks will be accepted from new customers with a 10-business day hold. Discounts are not offered for credit card payments.

8.4 Quotes

All quoted goods availability is subject to prior sale.

Any quotation provided by High Performance Alloys, Inc. will be valid for the duration stated in the quotation. If no duration is stated, such a quotation will be valid for 48 hours.

9 CANCELLATION POLICY

All down payments are non-refundable, if the contract is terminated within 1 week of down payment receipt the funds will be held and may be applied to High Performance Alloys, Inc. goods or services within a 6-month period. If that period is exceeded the held funds shall not be redeemable.

On processed orders a total cancellation charge Fee of 50% minimum of the total order value, plus any testing, labor, scrap or shipping incurred in processing the order shall be assessed.

10 CUSTOMER-SUPPLIED MATERIALS FOR CONVERSION (TOLL PROCESSING)

All processing is performed on best effort basis. There is 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 shall be due.

11 PRICES, SHIPPING AND HANDLING CHARGES, TAXES AND CUSTOMS

High Performance Alloys, Inc. 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, Inc. Customer is responsible for all sales and other taxes associated with the order. Unless Customer provides High Performance Alloys, Inc. with a valid and correct tax exemption certificate applicable to the product ship-to location prior to High Performance Alloys, Inc. acceptance of the order, the Customer is responsible for sales and all other taxes associated with the order.

12 HIGH PERFORMANCE ALLOYS PRODUCTS AVAILABILITY

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



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13 TITLE AND RISK OF LOSS OR DAMAGE; DELIVERY

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

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

14 EXPORT CONTROL

Materials quoted by and/or sold by High Performance Alloys, Inc. are not to be shipped or transshipped into excluded countries. Buyer acknowledges that the products received from the SELLER are subject to U.S Export laws. Check the parties to your transaction (including forwarders, intermediate consignees, and the ultimate consignee) against key U.S. Government Lists to identify parties subject to denial orders or otherwise restricted or prohibited from engaging in U.S. export transactions.

15 EXCLUSION AND LIMITATION OF LIABILITY

For any breach of these terms and conditions, High Performance Alloys, Inc. 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, Inc. 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, Inc. has been advised of the possibility of such loss or damage or any claim by any third party.

High Performance Alloys, Inc. 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, Inc.

16 RETURN POLICIES

All exchanges and returns require a Return Material Authorization (RMA) number. Please call a Sales Department Representative at 1-765-945-8230 (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, Inc. 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 restocking fee up to 100%. After the receipt and inspection of the returned merchandise, credit will be issued.

Total cancellation charge on processed orders will be subject to the cancellation policy.

17 LIMITED WARRANTY STATEMENT

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



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17.1 PRODUCT REPLACEMENT POLICY

Within 5 business days of receipt, the customer shall provide photographs of the package(s) and content (including identification markings, product damage, etc.) as received to the High Performance Alloys, Inc sales department.

If from High Performance Alloys, Inc. review it can be determined that either the carrier on prepaid and add freight terms or High Performance Alloys, Inc. is responsible for the product shortage, the High Performance Alloys, Inc. Sales Department shall issue a new zero-dollar replacement sales order subject to product availability.

If replacement product is not available, the customer may either choose to accept a refund or wait for product to become available. Customers who fail to provide photographs within the required 5-day interval or are unable to provide photographs of the package(s) and content will not be issued a refund or replacement material. Refunds will only be issued for value of product lost/damaged.

Acknowledgement

Customer Representative Acknowledgement,

Customer Company Name: _____

First and Last Name: _____

Title: _____

Date: _____

Signature: _____

High Performance Alloys, Inc. Representative,

First and Last Name: _____

Title: _____

Date: _____

Signature: _____



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