

Terms & Conditions

This document, including both front and back pages is a confirmation of the order placed by the buyer, and constitutes the contract between buyer and seller for the purchase of the goods set forth herein. It also constitutes the original invoice and contains all of the terms of the agreement between buyer and seller. No other statements or representations by seller or seller's agents shall be binding upon seller except as set forth in this contract.

Buyer shall have twenty-four hours from said date of delivery to set forth in verbal or writing notification any items of non-conformance to this contract, including quantity, contract terms or any other objection. If the buyer alters the delivered material condition in any manner, prior to notifying TMS in writing of any existing non-conformance based on the above terms, TMS reserves the right to refuse, or allow any claims on goods which have been further processed by the buyer. This will be determined by TMS on a case by case basis. If seller elects to pick up non-conforming items, the seller shall have the option to then declare this contract null and void, or to replace the goods with new goods and this agreement shall remain in effect as to the new goods. Seller shall not be liable for any damage as incurred by buyer due to delay in delivery or discrepancies in delivery date. Shipments are F.O.B Titanium Metal Supply, Inc. unless exceptions taken at time of order placement.

In the event that any amounts due seller hereunder become delinquent, the entire balance shall become immediately due and bear interest from the date of this contract at the legal rate of interest per annum, determined on a pro rata daily basis. Upon failure of the buyer to pay the price as set forth herein, buyer hereby grants the seller the right to come onto premises of the buyer, or buyer's purchaser, and to reclaim all of the goods under this agreement. Buyer hereby grants to seller a security interest in and to said goods as security for performance of the terms and agreement. In the event that legal action be instituted to enforce the terms of this agreement, the revealing party shall be entitled to reasonable attorney's fees and cost of collection and retaking of said items.

Mill specifications as provided by the manufacturer, if any, for the goods herein, will be supplied to the buyer upon written request.

"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".

Titanium Metal Supply, Inc. is only liable of 3 (three) times the amount of the order for the product that was purchased by the customer.

Right of Entry

TMS INC. AND/OR ITS CUSTOMERS INCLUDING REGULATORY AUTHORITIES TO ALL APPLICABLE AREAS OF ALL FACILITIES, AT ANY LEVEL OF THE SUPPLY CHAIN INVOLVED IN THE ORDER AND TO ALL APPLICABLE RECORDS.

Certificate of Conformance

Titanium Metal Supply, Inc. hereby certifies that the product ordered under this purchase order, complies with all applicable specifications and purchase order requirements. Material Certifications and Test reports are included and kept on file at Titanium Metal Supply, Inc. and will be made available upon receipt of a written formal request.

If these commodities are to be exported out of the U.S.A., it must be in accordance with the export administration regulations. Diversion contrary to U.S. Law is prohibited.