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## **STANDARD TERMS AND CONDITIONS OF SALE**

The following terms, conditions and agreements are connected directly with the APPLICATION FOR CREDIT form used by Beartech Alloys, Inc. By signing the said application, the applicant is expressing the desire to purchase goods and or services from Beartech Alloys, Inc., (hereinafter to be referred to as Beartech Alloys, Inc), AND is stating they have read and agree to be bound by the following terms, conditions and agreements:

1. ACCURACY OF APPLICATION: The decision to extend credit to applicant will be based, at least partly on the information provided in the Application for Credit form mentioned above. The applicant declares all information provided to Beartech Alloys, Inc. is true and correct.
2. CREDIT CHECK: Applicant authorizes Beartech Alloys, Inc. to check applicant's background, references and to confirm the accuracy of all information given to Beartech Alloys, Inc. by the applicant. Applicant agrees, from time to time to provide additional financial information if requested by Beartech Alloys, Inc.
3. AGREEMENT TO PAY: Payment for all goods is due and shall be paid according to the terms appearing on the face of the invoice from Beartech Alloys, Inc. Applicant agrees to pay, within the specified terms, all invoices, charges, fees, and costs that have been or may be incurred by the applicant or their agent, representative, or any person authorized by the applicant. On any amount not paid within one (1) day of the date it is due, liquidated damages may accrue and be payable. Liquidated damages shall be interest on the amount due at the maximum rate allowed by CA law. Applicant agrees to notify Beartech Alloys, Inc., in writing, of any errors on an invoice, within Ten (10) days from the date of that invoice. Otherwise, the invoice will be considered accepted as correct. In the case of a partial dispute of an invoice, the undisputed portion of that invoice must be paid within the specified terms of that invoice and a debit memo issued for the disputed portion, stating the reason for non-payment. If the applicant does not pay within the agreed terms, to Beartech Alloys, Inc., the applicant shall be responsible to pay, in addition to the balance owed to Beartech Alloys, Inc., all actual costs, fees, and expenses that may be incurred by Beartech Alloys, Inc. in it's attempt to collect the balance owed to them. This includes, but is not limited to, actual fees charged by collection agencies or attorneys or any other fees allowed by law. Customer agrees that for and in consideration of the extension of credit by Beartech Alloys, Inc. to applicant, this agreement shall be construed under the laws of the State of California, and should it become necessary to file for legal action to enforce this agreement, Orange County, California or any other county allowed by Beartech Alloys, Inc. shall be the exclusive jurisdiction and legal venue for such action. Applicant agrees to pay, to Beartech Alloys, Inc. actual attorneys' fees and costs incurred, whether or not formal proceedings were brought to remedy the breach of this agreement.
4. AUTHORIZED USE OF ACCOUNT: Applicant must notify Beartech Alloys, Inc. of any person not authorized to use applicant's approved credit account. All others will be considered authorized. Unless the applicant notifies Beartech Alloys, Inc. in writing within Ten (10) working days of any unauthorized use of the applicant's credit account, the applicant agrees to be liable for the action and any balance due as a result, unless legally proved otherwise.
5. CLAIMS: Buyer shall notify Beartech Alloys, Inc. in writing of any claims for non-conformity, shortages, and errors in shipment or errors in charges within Ten (10) days after receipt of products. Failure to notify Beartech Alloys, Inc. shall constitute conclusive evidence that Beartech Alloys, Inc. has satisfactorily performed and that Customer has accepted the products and waived any right to reject the products. Products may be returned ONLY upon Beartech Alloys, Inc. prior written authorization. Beartech Alloys, Inc liability is limited to replacing or repairing

non-conforming products or to allow credit to the extent of the invoice amount of such products, at Beartech Alloys, Inc option. Beartech Alloys, Inc. shall be given reasonable opportunity and access to investigate the merits of any claim made by Customer. All claims must be made prior to the installation or other use of the goods. If you have accepted the goods tendered under this document in any manner provided in the Uniform Commercial Code, you shall have NO right to revoke its acceptance.

6. RETURNS: No goods shall be accepted for return without the prior written authorization from Beartech Alloys, Inc. There will be a minimum of Twenty percent (20%) restocking charge on all returned goods accepted by Beartech Alloys, Inc. No returns will be accepted after thirty (30) days from the date of delivery to you. Goods which have been processed may not be returned, except if supplied in error.

7. SUSPENSION OF PERFORMANCE: If you fail to pay any amount owing to Beartech Alloys, Inc., or if in Beartech Alloys, Inc's judgment there is reasonable doubt concerning your financial responsibility, Beartech Alloys, Inc. may suspend performance or terminate this contract without liability and without prejudice to other remedies, as to further delivery and work, and no forbearance or course of dealing affects this right to Beartech Alloys, Inc.

8. INDEMNIFICATION: Customer shall indemnify, defend, and hold Beartech Alloys, Inc., its officers, and agents harmless from and against all loss, cost, damage, or expense whatsoever incident to any claim, action or proceeding against Beartech Alloys, Inc.

9. ACCEPTANCE: Once this agreement is accepted by Beartech Alloys, Inc., no promise, representation or agreement made prior to or subsequent to the execution and delivery hereof, by either hereto, and no revocation, partial or otherwise, or change, amendment, addition, alteration or modification shall be valid unless the same be in writing signed by all the parties hereto, or by their duly authorized agents.

10. CANCELLATION OF ORDERS: Orders placed by customer may not be canceled, except upon Beartech Alloys, Inc.'s prior written consent and the payment of all cancellation charges, if any. All special order materials (includes mill orders for customer) and processed materials and fabricated materials are non-cancelable and non-returnable. In the event of cancellation and or return without Beartech Alloys, Inc.'s consent, Beartech Alloys, Inc. shall be entitled to recover any and all damages suffered by Beartech Alloys, Inc. as the result of customer's cancellation.

11. SEVERABILITY: If any provision of these terms and conditions as applied to any party or to any circumstance shall be found by a court to be void, invalid, or unenforceable, it shall not affect any other provision of these terms and conditions, the application of any such provision in any other circumstance, or the validity of enforceability of these terms and conditions.

BY SIGNING THE BEARTECH ALLOYS, INC. APPLICATION FOR CREDIT FORM, THE SIGNER CERTIFIES THAT THEY HAVE AUTHORITY TO ACT FOR AND TO BIND THE APPLICANT TO AND HAVE READ THE TERMS, CONDITIONS AND AGREEMENTS ABOVE.

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Signature

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Date

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Print Name

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Position