



AA Metals, Inc.

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Terms and Conditions of Sale

The following terms and conditions shall apply to all sales orders confirmed by AA Metals, Inc. ("Seller"), regardless of Buyer's terms and conditions of purchase, if any. Buyer shall be expressly bound by these Terms and Conditions. Any additional or different language or terms and conditions proposed by the buyer in any way are rejected unless expressly assented to in writing. These conditions shall be binding upon and insure to the benefit of Seller's and Buyer's respective administrators, executors, successors, and legal representatives.

1. Delivery and Force Majeure

Delivery dates are approximate. Seller's failure to perform hereunder as a result of acts of nature, terrorism, labor disputes, scarcity of freight space, factory equipment breakdowns, governmental actions, war or civil commotion, fire, default by any common carrier, and any other causes beyond Seller's reasonable control shall entitle Seller to extend the time for performance and delivery, or, Seller may, at its sole discretion, cancel the sale, without further liability on the part of Seller.

2. Risk

Buyer shall be obligated to properly insure the goods from the moment of delivery to buyer's destination. In case of the Buyer does not accept properly delivered goods, risk of the goods will still pass to the Buyer at the moment the Buyer should have taken delivery of goods per confirmed sales order.

3. Claims

Buyer shall have no claim against Seller with respect to the material delivered unless Buyer complies with Seller's Claim Policy. Buyer shall protect the material from damage or deterioration until Seller shall have inspected the claimed material. If, in Seller's opinion, after such inspection, the complaint of Buyer is valid, or if Seller elects not to inspect, Seller shall thereupon have the right to either replace such goods within a reasonable time with other goods meeting the agreed specifications, or to cancel the sale, and Seller shall, in both events, thereupon have the right to require return of the original shipment at its cost. When more than one class or grade of goods is contained in a single delivery, and one or more of said classes or grades are not in material compliance with the agreed specifications, any other classes or grades contained in such single delivery that conforms to the agreed specifications shall not be affected, and the parties shall be fully bound with respect thereto.

4. Seller's Max Liability

Seller's liability will not exceed Seller's price.

5. Indemnification.

Buyer will indemnify and defend Seller from and against all costs, claims, losses, liabilities, and other expenses (including court costs and attorney's fees) resulting from any use or application of the material.

6. Warranty

Seller warrants only that the material will conform to the requirements of the specifications contained in Aluminum Association standards or contained in the seller's order confirmation documents.

7. Shipping and Invoicing

If Buyer purchases from Seller's depot, Buyer shall pick up or take delivery of goods within 5 business days from the order confirmation date. If Buyer purchases from Seller's incoming inventory with a projected arrival date, Buyer shall pick up or take delivery of goods within 5 business days from the date material becomes available for Buyer. If Buyer fails to do so, the order will be subject to cancellation and all associated charges including restocking fee will be invoiced to Buyer. For mill production order, Buyer shall accept delivery on the same date that material is available to be delivered to Buyer. If Buyer fails to do so, Seller will invoice Buyer within 2 business days from the time material is available to be delivered to Buyer, and Buyer shall be responsible for all associated charges resulting from the delay.

8. Cancellations/Revisions

Seller will not accept any order cancellation once customer PO is confirmed. Buyer changes made to material prints, spec or drawings require the issuance of a new purchase order that will be subject to the current lead times.

9. Deficiencies/Loss in Transportation/Apparent Damages

Buyer is under obligation to check the status and quantity of goods upon delivery and notate any visible issue on the document of proof of delivery. Buyer shall follow instructions on Seller's Claim Policy for proper disposition of the claim.

10. Quantity

Seller will make reasonable efforts to meet Buyer's order quantity. However the actual quantity will be subject to actual net ingot yield and/or actual packaged

weight. In every shipment, the weight mentioned in the relevant invoices from the Seller shall govern. Any weight or piece count mentioned on packages of goods has no influence on the relevant quantity of sale. If there is any weight or piece count discrepancy on invoice, customer has maximum 90 days to request credit and appropriate picture of package label and the scale is required as evidence to support customer's request for credit. Price discrepancies must be reported within 5 days of invoice date.

11. Back Order

Once an order is considered to be fulfilled by the seller, the remaining open quantity from the Buyer's purchase order is defined as "back order". Seller will not accept an open back order of any kind.

12. Returns

Seller will not accept returns unless material is defective. If material is defective, Buyer shall follow instructions of Seller's Claim Policy for proper disposition of the claim.

13. Buyer's Payment

Seller's standard payment terms are net 30 days. A service charge of one and a half percent (1.5%) may be charged per month on past due accounts. Buyer's payment to Seller shall not be withheld for any reason without Seller's prior written consent. If Buyer has any disagreements on Seller's invoices, Buyer shall notify Seller within 5 business days from invoice date, otherwise Seller's invoice amount is considered as correct and legally effective. If Seller has reason to believe that Buyer is unable or unwilling to pay for the invoiced amount under agreed payment terms, Seller may withhold delivery until Buyer has tendered cash payment or until Buyer has made security arrangements acceptable to Seller. In the absence of such, Seller may terminate any agreement between Seller and Buyer, and Buyer shall be responsible for all consequences of such termination. Accounts not paid within payment terms agreed between Buyer and Seller are subject to a daily finance charge beginning from the due date of payment. Waiver of any default of Buyer shall not constitute a waiver of any subsequent default. If Seller brings suit against Buyer for breach of this Terms and Conditions of Sale, Seller shall be entitled to collect reasonable attorneys' fees and cost.

14. Arbitration

Any dispute arising out of or relating to this Terms and Conditions of Sale, or the breach hereof, shall be referred to and settled by arbitration in Orange County, Florida, USA in accordance with the Rules of the American Arbitration Association Rules or Commercial Arbitration. The award resulting from there shall be final and binding on the parties hereto and upon all parties to such arbitration and judgment upon the award rendered by the arbitrations may be entered in any court having jurisdiction over such parties.

15. Governing laws/Terms

The parties agree that all communications or other records with respect to any transactions under this Terms and Conditions of Sale, including those required to be in writing, and shall have legal effect, validity and enforceability if provided in a retrievable and reproducible electronic or tangible medium. This Terms and Conditions of Sale shall be governed by the laws of the State of Florida, USA without regard to its choice of law provisions, and including but not limited to the applicable provisions of the Uniform Commercial Code as adopted by the State of Florida, USA. The rights and remedies granted Seller hereunder shall be in addition to all rights and remedies granted Seller under such Uniform Commercial code and state law. The invalidity or unenforceability of any term or provision of this Terms and Conditions of Sale shall not affect the validity or enforceability of any of the other terms or provisions hereunder, and the remainder of this Terms and Conditions of Sale will not be affected thereby and will remain valid and enforceable.

This Terms and Conditions of Sale is effective from 4/10/2017, and will be provided by Seller as a part of sales order confirmations of all order confirmed by Seller.