

Additional Terms and Conditions

Unless otherwise agreed to in writing by United Aluminum Corporation, 100 United Drive, North Haven, Connecticut 06473 ("United") and Customer, the following are the agreed additional terms and condition:

1. **SHIPMENT:** All shipments except those by vessel shall be sold F.O.B., United's shipping point, freight prepaid as determined by United to destinations within the continental United States excluding Alaska and Hawaii. All shipments by vessel shall be F.A.S. loading berth of the vessel. The maximum freight allowance shall be \$4 per cwt. with any excess to be paid by Customer. United retains a security interest in the goods until the purchase price is paid. Quantities less than 500 pounds will be shipped F.O.B. United's shipping point or F.A.S. loading berth of the vessel, at Customer's expense.
2. **TERMS:** Terms net cash thirty (30) days from date of invoice or such new payment terms as United may deem necessary, in its sole and exclusive judgment, to protect its interests based on (a) United's total and projected credit exposure, (b) Customer's failure to meet terms, (c) or if, in United's sole opinion, Customer's credit has been impaired. Customer shall pay the costs and expenses, including reasonable attorneys' fees, incurred by United seeking compliance or remedies under this Agreement. Storage shall be at Customer's risk and a reasonable storage fee may be imposed if Customer requests that United store or otherwise hold the goods.
3. **TAXES:** Customer shall pay all sales, excise, tariff, VAT and related taxes (except United's income taxes) with respect to this transaction.
4. **WARRANTIES:** The goods shall conform to the description in these Additional Terms and Conditions, United's sales order acknowledgement and United's invoice. The goods shall be within the limits and subject to the tolerances for variations stated in the most recent edition of the Aluminum Standards and Data Handbook published by the Aluminum Association, Washington, D.C. Occasionally, Customer's request for expedited shipment may preclude the completion of all final testing of the goods before shipment.
5. **LIMITATION OF WARRANTIES:** EXCEPT FOR THE WARRANTIES CONTAINED IN THESE ADDITIONAL TERMS AND CONDITIONS, UNITED MAKES NO WARRANTY, EXPRESS OR IMPLIED, AND ALL IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE ARE DISCLAIMED. CUSTOMER'S EXCLUSIVE REMEDY AGAINST UNITED SHALL BE AS SET FORTH IN PARAGRAPH 7, CLAIMS. IN NO EVENT SHALL UNITED BE LIABLE TO CUSTOMER OR TO ANY THIRD PARTY EITHER DIRECTLY OR BY WAY OF CONTRIBUTION OR INDEMNITY, FOR DIRECT, SPECIAL, INCIDENTAL, OR CONSEQUENTIAL DAMAGES SUCH AS, BUT NOT LIMITED TO, PROPERTY DAMAGE, PERSONAL INJURY, LOSS OF PROFIT, DAMAGES BASED ON LOSS OF USE OF THE PRODUCT, OR DAMAGES FOR COVER, REGARDLESS WHETHER THE CLAIM FOR ANY SUCH DAMAGES BE BASED ON WARRANTY, EXPRESS OR IMPLIED, CONTRACT, TORT, OR OTHERWISE.
6. **SAFETY:** Customer assumes all responsibility and liability in accordance with all local, state and federal laws, rules and regulations for providing proper instruction, warnings, safeguards, safety devices, equipment, accessories and protection for the operator and user of the goods, which goods include, but are not limited to, material, products, packaging, banding, containers and their loading or shipment.
7. **CLAIMS:** In order for Customer to have a claim for non-conforming or defective goods, (1) Customer shall notify United of all such claims immediately on discovery but not more than sixty (60) days after the date of shipment. Customer shall be deemed to have notified United if a return authorization number or written acknowledgement was issued by United or if Customer has a signed receipt from United evidencing delivery of the notice. (2) If the goods are non-conforming or defective, Customer shall not return the goods but after notifying United of the claim in the manner described above, shall (a) upon United's request furnish a sample to United by U.P.S. for inspection by United, and (b) allow United to inspect the goods at Customer's place of business while the goods are in the manufacturing process. After inspection, United at its option shall either (1) accept return of the goods for re-manufacture and re-shipment to Customer by United's carrier at United's expense, (2) allow Customer to dispose of the goods as scrap and credit Customer the purchase price less scrap value, (3) accept return of the goods by United's carrier at United's expense and credit Customer the purchase price, or (4) any other reasonable arrangement. In the event goods are returned to United or to be scrapped locally, Customer shall package the goods with due care to prevent damage during shipment. If Customer returns the goods or otherwise ships the goods without obtaining United's return authorization number or written acknowledgement, United shall not be obligated to accept receipt of such an unauthorized return or pay for such shipment by Customer. In addition, if United does accept delivery of a return not authorized as outlined above, United shall only credit Customer for the purchase price less the difference between the freight charged by Customer's carrier and the freight that would have been charged by United's carrier.
8. **FORCE MAJEURE:** Neither party shall be liable for any damages resulting from any delay or failure of performance arising from any cause not reasonably within such party's control and which shall directly affect the ability of either party to comply with the terms of this Agreement including, but not limited to, the following: acts of God; fire; labor disputes, whether or not the demands of labor are within the ability of the parties to meet; unavailability or shortage of energy sources, labor, transportation, raw materials, or other means of supply; mechanical, electrical or hydraulic malfunction; wars, rebellions, civil disorders, or pandemics; regulations or acts of governments, government agencies or instrumentalities; the shuttering of United's rolling mill, or part hereof, on a voluntary or non-voluntary basis; or any other similar cause not reasonably within such party's control which reasonably and proximately prevents either party from fulfilling the terms of this Agreement (all "FORCE MAJEURE"). The party affected by the FORCE MAJEURE shall give prompt notice thereof to the other. In the event of a FORCE MAJEURE, the time for performance under this Agreement, except the obligation to pay the other party money that is due under this Agreement, shall be extended for a period of time equal to the interruption caused by such an event of FORCE MAJEURE, during which time this Agreement shall remain in full force and effect, except as to the obligation excused by FORCE MAJEURE.
9. **HOLD HARMLESS:** Except as provided otherwise in these Additional Terms and Conditions, Customer agrees to release, indemnify, hold harmless and defend United, its affiliates, subsidiaries, officers, directors, trustees, agents, servants and employees (collectively "UAC") arising in whole or in part from all liabilities, claims, and consequential losses or damages of any nature including, but not limited to, personal injury, property damage or financial loss arising directly or indirectly in any manner from the infringement of any United States or foreign patent if the goods are designed, manufactured or sold to meet Customer's requirements, cancellation of the order, design, manufacture, sale, loading or shipment of the goods, or delay or failure of delivery of the goods, which goods include, but are not limited to, material, products, packaging, banding, containers and their loading or shipment, whether or not caused by the act, omission, or negligence by UAC, and shall indemnify and hold harmless UAC for all expenses and attorneys' fees incurred in efforts to be released, indemnified, held harmless and defended as described above.
10. **NO WAIVER, CAPTIONS, SEVERABILITY:** Any failure by either party to require strict performance of any provision of this Agreement shall not constitute a waiver of such performance or provision, nor a waiver of any other performance, provision or breach. The captions at the beginning of the numerical or lettered paragraphs and followed by a period or a colon are inserted only for the convenience of the parties and for reference purposes and are not intended to define, limit or have any legal effect. If part of this Agreement is judged invalid by any competent tribunal, the remainder of this Agreement shall remain valid and be enforceable.
11. **CHOICE OF LAW, PERSONAL JURISDICTION, VENUE:** This Agreement shall be interpreted in accordance with the laws of the State of Connecticut without application of conflict of law or choice of law. Customer consents to the personal jurisdiction of the state and federal courts of the State of Connecticut and that the venue of any action, proceeding or appeal on any matter arising directly or indirectly in any manner out of this Agreement shall be maintained exclusively in Connecticut.
12. **ASSIGNABILITY, BINDING ON SUCCESSORS:** Customer shall not assign this Agreement without United's prior written consent. This Agreement shall be binding on all assigns, successors, trustees, receivers, administrators, executors and heirs of the parties hereto.
13. **ENTIRE AGREEMENT:** These Additional Terms and Conditions, any agreement between the parties, any sales order acknowledgement by United, United's invoice and Customer's purchase order (only to the extent the purchase order states the specifications, quantity, purchase price and delivery time schedule of the goods and only to the extent confirmed by United's sales order acknowledgement) constitute the entire agreement ("Agreement") between United and Customer. Any representations, promises, warranties or statements by the parties hereto that differ in any way from the terms of this Agreement shall be given no force or effect. Any offer or acceptance of an order by United is expressly made conditional on assent by Customer to the Additional Terms and Conditions of this Agreement. No provision of this Agreement shall be modified nor any order cancelled unless in writing signed by an authorized representative of United from its main office in North Haven, Connecticut.
14. **NOTICES:** Any notice hereunder shall be in writing and shall be addressed to an officer of the other party. All notices of termination shall be sent by registered or certified United States mail, or by overnight courier, postage prepaid.
15. **WEIGHT TOLERANCES:** All deliveries of any item of one alloy, temper, gauge and width are subject to the following weight tolerances:

Standard Quantity Tolerance	Plus or Minus
8,000 lbs. and over	10%
3,000-7,999 lbs.	15%
1,000-2,999 lbs.	20%
250-999 lbs.	25%
150-249 lbs.	30%
Less than 150 lbs.	40%