

Additional Export 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 terms and conditions of the sale:

- 1. TERMS AND RETENTION OF TITLE:** Irrevocable Letter of Credit Net At Sight unless otherwise agreed. To the extent permitted by law United retains a security interest in the aluminum coil to be sold by United to Customer (hereinafter "goods") until the purchase price is paid. All orders will be shipped EXW North Haven, Connecticut, U.S.A.. Customer acknowledges and agrees that United shall transfer only such title or rights in respect of the goods as United has and if the Aluminum Coil is purchased from a third party shall transfer only such title or rights as that party has and has transferred to United. (For goods shipped to the United Kingdom such notice regarding passage of title shall meet the requirements purpose of Section 12 of the Sales of Goods Act of 1979.) Notwithstanding the earlier passing of risk title in the goods shall remain with United and shall not pass to the Customer until the amount due under the applicable invoice(s) for them (including interest and costs) has been paid in full. Until title passes the Customer shall hold the goods as bailee for United and shall store or mark them so that they can at all times be identified as the property of United. United may at any time before title passes and without any liability to the Customer repossess and dismantle and use or sell all or any of the goods and by doing so terminate the Customer's rights to use, sell or otherwise deal in them and for the purposes of determining what if any goods are held by the Customer and inspecting them enter any premises of or occupied by the Customer. Until title passes the entire proceeds of sale of the goods shall be held in trust for United and shall be held in a separate designated account and not mingled with other moneys or paid into any overdrawn bank account and shall be at all times identifiable as the money of United. United may maintain an action for the price of any goods notwithstanding that title in the goods has not passed to the Customer.
- 2. TAXES:** Customer shall pay all sales, excise, tariff, VAT and related taxes (except United's income taxes) with respect to this transaction.
- 3. WARRANTIES:** The goods shall conform to the description in these Export Standard 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.
- 4. LIMITATION OF WARRANTIES:** EXCEPT FOR THE WARRANTIES CONTAINED IN THESE EXPORT STANDARD TERMS AND CONDITIONS, UNITED MAKES NO WARRANTY, EXPRESS OR IMPLIED, AND ALL IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE ARE DISCLAIMED.
- 5. 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.
- 6. 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. United's obligation to Customer with regard to the goods is expressly limited to the above remedies based on United's assessment of the non-conformance of the goods, and in no event will United be liable for Customer's costs of production or other costs or losses incurred, either directly or indirectly, as a result or as a consequence of or from the failure of the goods to meet the specifications or other requirements of Customer.
- 7. 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; 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. In the event of the shutting of United's mills, or part hereof, on a voluntary or non-voluntary basis, United may, at its sole option, either assign or terminate this Agreement, and in the event of termination, Customer agrees to pay to United, Net 30 days from date of invoice, any financial loss associated with United fixing the price of aluminum and/or currency in order to fulfill Customers order(s) under this Agreement, calculated by subtracting the price on the date of United's financial commitment to fix the Customer's price, less the liquidation price associated with Customer's order(s) at the time of United's liquidation of such financial position(s), times the number of unshipped pounds remaining under this Agreement. In the event of a gain, United shall credit such gain to Customer.
- 8. LIQUIDATED DAMAGES:** LIQUIDATED DAMAGES: Customer agrees to release for production and to accept shipment of all orders it places with United promptly and to maintain, in United's sole judgment, credit worthiness; and orders, including Make and Hold orders (all the "Orders"), must be released by Customer for shipment not later than the agreed release date(s); and where no release date has been agreed to Customer shall release the Order by not later than 90 days after original United order acknowledgement date ("Order Date") unless both parties agree otherwise (all the "Obligations"). Customer recognizes that the losses United will suffer as a result of a breach by Customer of its Obligations are uncertain in amount, therefore the parties agree to specify in advance the amount of such damages for a Customer breach ("Liquidated Damages"). Upon Customer breach, Customer shall immediately pay to United Liquidated Damages equal to the sum of (a), (b) and (c) as follows: (a) the full amount of all unpaid invoices; (b) invoices for the breach of Obligations: the number of pounds of the Obligations for which Customer is in breach (and/or kilograms, as applicable) multiplied by the difference between the Order price less the scrap value price per pound (and/or kilograms, as applicable) as determined solely by United upon invoicing; and (c) the cost of storage and return-freight costs of the goods, if any, resulting from Customer breach, all as determined in the sole judgment of United. Payment in full of the Liquidated Damages represents the full extent of Customer's liability to United for the breached Obligations. United's delay or failure to impose or enforce Liquidated Damages shall not constitute a waiver of Customer's obligation to pay the Liquidated Damages. If Customer fails, in United's judgment, to maintain credit worthiness, United may elect to require payment in advance
- 9. HOLD HARMLESS:** Except as provided otherwise in these Export Standard 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 in New Haven County, 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 Export Standard 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 Export Standard 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, in the unit of measurement in which they were ordered:

| Standard Quantity Tolerance (kgs.) | Plus or Minus |
|---------------------------------------|---------------|
| 3,600 kgs. and over | 10% |
| 1,350 – 3,599 kgs. | 15% |
| 450 – 1,349 kgs. | 20% |
| 100 – 449 kgs. | 25% |
| 60 – 99 kgs. | 30% |
| Less than 60 kgs. | 40% |

| Standard Quantity Tolerance (lbs.) | 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% |