

CONDITIONS OF SALE

1. In the event of a claim by the customer that the material sold hereunder is defective and Hoeganaes dba. ARC Metals determines such claim to be justified, Hoeganaes dba. ARC Metals agrees to replace the material, or at its option, to refund the purchase price. The buyer agrees to promptly notify Hoeganaes dba. ARC Metals in writing of such defect. However, in no event shall Hoeganaes dba. ARC Metals be liable if the customer fails to notify Hoeganaes dba. ARC Metals of the defect within three months of delivery, nor shall Hoeganaes dba. ARC Metals' liability exceed the value of the invoice.
2. Hoeganaes dba. ARC Metals cannot accept liability unless all claims for loss of, or damage to, merchandise covered by the invoice while in transit are made within three days to the carrier or to Hoeganaes dba. ARC Metals and notation of all exceptions taken must be noted on all copies of carrier's delivery receipt at time of delivery.
3. In addition to prices quoted, the customer shall pay any applicable taxes.
4. HOEGANAES dba. ARC METALS HAS MADE NO WARRANTY, EXPRESSED OR IMPLIED, THAT THE MATERIAL COVERED BY THIS CONTRACT IS FIT FOR ANY PARTICULAR PURPOSE, AND THERE ARE NO WARRANTIES WHICH EXTEND BEYOND THE DESCRIPTION OF THE MATERIAL CONTAINED IN THIS CONTRACT.
5. We hereby certify that on all products manufactured by us in the U.S.A. we are complying with the provisions of the Fair Labor Standards Act of 1938 as amended.
6. If the material covered by this agreement is destroyed or stolen prior to the time the risk of loss passes to customer, Hoeganaes dba. ARC Metals shall be excused from performing its obligations under this contract and the contract shall be voided. The provision shall apply whether or not the material is destroyed or stolen through the negligence of Hoeganaes dba. ARC Metals.
7. Hoeganaes dba. ARC Metals shall not be liable for any delay or failure to deliver any or all of the material in case delay or failure is caused by labor disputes, strikes, fire, flood, accidents, or any act of God, or other causes beyond Hoeganaes dba. ARC Metals' control.
8. Hoeganaes dba. ARC Metals reserves the right to reduce quantities and change deliveries if Hoeganaes dba. ARC Metals is advised that it will receive from its suppliers reduced quantities of materials or services. Reduced quantities shall be paid for proportionately at the contract price and terms. If the customer is not satisfied with such changes, the customer may cancel the uncompleted part of this contract, by giving Hoeganaes dba. ARC Metals written notice within five days after the receipt of notice from Hoeganaes dba. ARC Metals specifying such reduction or change in deliveries.
9. Prices on materials covered by this order will be adjusted to the seller's prices in effect at time of shipment.