



SCOPE OF ACCEPTANCE: THE TERMS AND CONDITIONS HEREIN ARE THOSE OF GLOBAL TUNGSTEN & POWDERS CORP. (SELLER), AND IF IN CONFLICT WITH OR IN ADDITION TO ANY TERMS AND CONDITIONS OF BUYER, THEN ACCEPTANCE OF BUYER'S ORDER IS EXPRESSLY MADE CONDITIONAL DELIVERED SHALL BE DEEMED AN UNQUALIFIED ASSENT TO THESE TERMS AND CONDITIONS. SELLER'S FAILURE TO OBJECT TO PROVISIONS CONTAINED IN ANY COMMUNICATIONS FROM BUYER SHALL NOT CONSTITUTE A WAIVER OF ANY OF THESE TERMS AND CONDITIONS.

1. DELIVERY AND RISK OF LOSS: Unless otherwise specified by Seller, shipment will be made EXW Seller's plant Towanda, Pennsylvania (INCOTERMS 2020). Title and risk of loss shall pass to Buyer upon placing at disposal of the carrier. Delivery schedules represent Seller's best estimate of when shipment can be made but are not binding on Seller. In no event shall Seller be liable for any loss or damage resulting from delays beyond its reasonable control including, but not limited to, delays caused by fire, strikes or labor disturbances, acts of God, acts of Buyer, acts of civil or military authority, insurrection or riot, inclement weather, embargoes, inability to obtain transportation facilities, wrecks or delays in transportation, inability to obtain necessary labor, materials, or manufacturing facilities due to such causes or failure of equipment, a supplier or a subcontractor.

2. QUANTITIES: Purchase order requirements are subject to a variation of 10% over or under the quantity specified and performance will be considered complete on that basis. If price is stated in terms of unit quantity, the total contract price will be adjusted to conform to the quantity delivered. Seller assumes no further liability for variations.

3. WARRANTY: Seller warrants all goods or services manufactured or furnished by it will conform to the specifications mutually agreed in the order or the standard grade specifications of Seller if otherwise not mutually agreed. Seller's liability under such warranty shall be limited to, at Seller's option, replacing or giving credit for any goods or services which Seller's inspection shall disclose to have been defective in the form in which they were shipped by Seller before use in further manufacture or assembly. Seller is liable under such warranty only if written notice of the defect is given to Seller within thirty (30) days after Buyer's receipt of the goods or services, and only if the adjustment procedure set forth below is followed. This warranty shall not apply to any goods or services which have been subjected to abuse or mishandling. The above represents Buyer's sole and exclusive remedy under this order.

ANY AND ALL OTHER WARRANTIES, WHETHER WRITTEN, ORAL OR IMPLIED; INCLUDING ANY IMPLIED WARRANTIES OF MERCHANTABILITY, OF FITNESS FOR A PARTICULAR PURPOSE OR NON-INFRINGEMENT AS WELL AS ANY OTHER WARRANTY ARISING BY USAGE OF TRADE, COURSE OF PERFORMANCE OR COURSE OF DEALING, ARE HEREBY EXPRESSLY DISCLAIMED.

4. ADJUSTMENT: To ensure that adjustments may be carried out properly, the following procedure will apply:

(a) Prior to the return of goods for adjustment, it is necessary that Buyer requests a formal Return Material Authorization (RMA). Requests should be directed to Global Tungsten & Powders Corp., Customer Care Department, at 1 Hawes St., Towanda, PA 18848. The following information shall be included in the RMA request:

- (1) Buyer's order number on which the goods were received.
- (2) Quantity of goods received, sampled, rejected, and sampling plan used.
- (3) Description of goods rejected.
- (4) Reason for rejection.

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(b) If the goods are to be inspected at Buyer's plant, Seller will arrange for an inspector's visit. If goods are to be returned for inspection, then Seller will send Buyer a RMA with instructions for shipping. Buyer is obligated to comply with any applicable customs regulations and shipping requirements associated with such authorized returns. Goods returned without a RMA will be considered for adjustment only if circumstances permit and may be subjected to delay in handling or returned to Buyer at Buyer's expense. Seller will not be responsible for goods returned unless accompanied by a RMA number.

(c) All items returned for examination and adjustment should be packed as carefully as when originally received using a package having at least the equivalent of the original packing material.

(d) Seller will, at its option, repair, replace in kind or issue credit for defective goods. Goods not found defective will be returned to Buyer, transportation charges collect.

5. LIMITATION OF LIABILITY: IN NO EVENT SHALL SELLER BE LIABLE FOR ANY SPECIAL, INDIRECT, INCIDENTAL, CONSEQUENTIAL, OR PUNITIVE DAMAGES RESULTING FROM ANY CAUSE WHATSOEVER. IN NO EVENT SHALL SELLER'S LIABILITY FOR ANY GOODS OR SERVICES PROVIDED EXCEED THE PURCHASE PRICE PAID BY BUYER TO SELLER FOR THE APPLICABLE GOODS OR SERVICES, REGARDLESS OF WHETHER THE CLAIM IS BASED ON CONTRACT, TORT, WARRANTY OR OTHER THEORY OF LIABILITY.

6. LIMITATION OF REMEDY: ANY CLAIM ARISING HEREUNDER SHALL BE DEEMED WAIVED BY BUYER UNLESS ACTION HAS BEEN FORMALLY COMMENCED WITHIN ONE YEAR FROM THE DATE OF DELIVERY OR THE TIME THAT SUCH RIGHT OF ACTION HAD ACCRUED, WHICHEVER IS EARLIER.

7. INTELLECTUAL PROPERTY AND KNOW-HOW: No license or other rights under patents, copyrights or trademarks owned or controlled by Seller or under which Seller has a license are granted to Buyer or implied by the sale of goods or services from Seller. Seller's drawings, technical information, material compositions, designs, processes, intellectual property and know-how shall remain the exclusive property of Seller, and Seller expressly reserves all its rights under any patent claims. Buyer shall keep confidential any information that Seller designates as confidential or proprietary and shall not use such information outside of this order or disclose to any third party without Seller's express written consent. Seller assumes no liability, consequential, indirect, special, incidental, or otherwise, for, and Buyer agrees to indemnify and hold Seller harmless against, any claims resulting from the production of goods to Buyer's specifications or arising out of the use of any equipment, materials, parts, or machinery furnished by Buyer in producing goods to Buyer's specifications.

8. TERMINATION: Without prejudice to the rights and remedies available to Seller hereunder or otherwise, Buyer's purchase order(s) may be terminated or suspended only upon the condition that Buyer assumes immediate liability for and makes payment to Seller for all expenses already incurred together with setup charges covering commitments made by Seller and profit on the entire order(s), in each case as set forth in Seller's invoice which will be based on the selling price in effect at time of termination or suspension for all goods and services.

9. PRICES: Prices are subject to change without notice. All billings will be at prices in effect at the time of shipment. Shipment of part of an order will not bind Seller to ship the remainder of that order at the same prices. Current prices are available from Global Tungsten & Powders Corp., 1 Hawes Street, Towanda, PA 18848. The price is based on the quantity ordered on a single order.

10. TAXES: Unless otherwise specified by Seller, all prices are quoted, all orders accepted, and all billings rendered exclusive of all federal, state and local excise sales and similar taxes, customs duties, fees and similar

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charges. Such taxes, when applicable, will appear as separate additional items on the invoice, unless Seller receives a properly executed exemption certificate from Buyer prior to shipment.

11. CREDIT TERMS: Unless otherwise specified by Seller invoices are net thirty (30) days. If, in Seller's sole judgment, Buyer's financial condition becomes impaired or deteriorates or its past due balances become excessive, Seller may refuse to deliver except on COD terms, may demand immediate payment in full for all goods delivered, may revise the stated credit terms and/or may take whatever other measures it deems advisable to protect its interests.

12. TOLLING: Orders for the recycling and processing of chemicals, metals, fabricated parts, assemblies, or other items using Buyer supplied material are accepted subject to the delivery of such material at the time, in the amount and in dimensions as specified by Seller, DDP Seller destination (INCOTERMS 2020). All secondary raw materials provided for tolling shall be recycled metals (reclaimed end-user or post-consumer products) suitable for processing at Seller's plant, and if it is necessary for Seller to inspect, gauge, store, rework or dispose of Buyer-supplied materials, it shall be at Buyer's expense. To the extent that secondary raw materials are considered waste under applicable law(s), unless specifically agreed otherwise with Seller, such shipments shall contain only materials subject to the green control procedures of the Basel Convention on the Control of Transboundary Movements of Hazardous Wastes and Their Disposal (and its local law equivalents). Buyer shall comply will all applicable laws, customs regulations, or shipping requirements that apply to Buyer-supplied material and shall indemnify, defend and hold Seller harmless from any liability, losses, damages, penalties or claims arising from the actual or alleged violation of such laws, regulations, policies or shipping requirements.

13. COMPLIANCE WITH EXPORT LAWS AND REGULATIONS AND CODE OF CONDUCT.

(a) Buyer acknowledges that Seller is required to comply with applicable export laws and regulations relating to the sale, export, transfer, assignment, disposal and use of the goods and/or services provided under the order, including any applicable export license requirements. Buyer agrees that such goods and/or services shall not at any time directly or indirectly be used, exported, sold, transferred, assigned or otherwise disposed of in a manner which will result in non-compliance with such applicable export laws and regulations. In particular, Buyer acknowledges that Seller's goods are subject to the U.S. export control regulations and agrees that it will not, directly or indirectly, provide, export, reexport or transfer any goods or technology under this order to or for the use of destinations, end-users or end-uses that would be prohibited under the U.S. export control laws or sanctions regulations, including the Export Administration Regulations or International Traffic in Arms Regulations, except as licensed or otherwise authorized by the U.S. Government.

(b) Seller and Buyer each agree to comply with laws and regulations applicable to performance of its respective obligations under the order, including any national, international, state or local laws dealing with the environment, health and safety, the fight against corruption, fair competition, fair labor practices and prohibiting child and forced labor, transportation or storage of waste, and/or import/export or customs requirements. Seller and Buyer shall each at all times adhere to the principles and expectations as set forth in Seller's Code of Conduct, Supplier Policy and Raw Materials Supply Chain Policy, available at www.globaltungsten.com under "Responsible Sourcing / Transparency," and each will cooperate with reasonable requests of the other to verify compliance.

(c) It shall be a condition of the continuing performance by Seller of its obligations hereunder that Buyer maintains compliance with such laws, regulations, and policies at all times. BUYER AGREES TO INDEMNIFY AND HOLD SELLER HARMLESS FROM ANY AND ALL COSTS, LIABILITIES, PENALTIES, SANCTIONS AND FINES RELATED TO BUYER'S ACTUAL OR ALLEGED NON-COMPLIANCE WITH ANY SUCH LAWS, REGULATIONS AND POLICIES.

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14. APPLICABLE LAW: This order shall be construed under and governed by the laws of the Commonwealth of Pennsylvania, excluding its conflicts of law rules and excluding the U.N. Convention on Contracts for the International Sale of Goods.

15. GENERAL: Any assignment, delegation or transfer of rights or obligations hereunder by Buyer, in whole or in part, without the prior written consent of Seller shall be void and not binding on Seller. No modifications of these provisions or waiver thereof shall be binding upon Seller unless approved in writing by an authorized representative. No waiver by Seller of any default shall operate as a waiver of any other default or of the same default on a future occasion. If any provision herein shall be held invalid or ineffective, the remainder shall nevertheless be deemed valid and effective.

Effective June 8, 2020