

Metal Research, Inc.**STANDARD TERMS AND CONDITIONS****Revision: 0 Date: January 1, 2019**

1. ACCEPTANCE: This order, including these terms and conditions and any additional specifications, terms and conditions incorporated herein and attached hereto, constitutes the sole and entire agreement between the parties. This order shall be binding upon the parties either upon receipt of Seller's acknowledgment of its acceptance hereof or commencement of its performance of the work contemplated by this Order. No terms or conditions contained in Seller's acknowledgment or other communication shall bind Buyer unless expressly accepted by it in writing. In case of inconsistency between the documents Seller will revert to Buyer for written clarification. Any changes in product and/or process definition including facility re-location by the Supplier must be submitted to the Buyer for approval. Material Traceability: Parts will be marked to be traceable through suppliers to raw material certifications. Marking shall include the date of manufacture and lot number of material. Control of Sub-tier Sources: The Supplier, as the recipient of the Contract, is responsible for meeting all contract specified technical and quality requirements, whether the Supplier performs the work, or the work is performed by the Supplier's sub-tier sources. When the Supplier uses sub-tier sources to perform work on products an/or services scheduled for delivery, the Supplier shall include (flow-down) on Purchase Orders or Contracts, to his sub-tier sources, all the applicable technical quality requirements of the Metal Research, Inc. Contract, including when applicable the requirement to document and control 'key characteristics' and/or 'key processes', and to furnish certifications and test reports required by Metal Research, Inc. and Chemicals, Inc. Certificates: Material certificates with mechanical test properties must be supplied for each shipment. If Specified, certificates for surface treatment must be supplied for each shipment. Supplier will flow down to sub-tier supplier all applicable requirements in the purchasing documents, including key characteristics where required. In the event nonconforming material is shipped to Purchasing Organization supplier will immediately notify Purchasing Organization of the nonconformance. Purchasing Organization will make a decision to accept or reject product based on requirements and nature of nonconformance. Access to Facilities, Audit and Inspection: If this purchase order (a) includes specifications, or (b) is for the procurement of either (i) goods to be incorporated into Buyer's products or (ii) services to be used in the production of Buyer's products, then Seller's (and Seller's sub-tier suppliers who provide goods or services) plant, and non-financial records pertinent to this or any related product/services (to the extent consistent with applicable laws and regulations) shall be at all practical times be subject to review, inspection and audit by Buyer, its authorized representative and any authorized representative of Buyer's customer to the extent necessary to verify compliance with Buyer's specifications or enable Buyer to comply with its obligations to its customers(s). Quality records shall be maintained indefinitely unless otherwise specified. To facilitate a review and/or audit the Supplier shall establish and retain records appropriate to their process. Suppliers shall prevent the use of counterfeit parts. Only new/original manufacturer parts are authorized for use in final product. This includes hardware such as fasteners, or other off-the-shelf purchased components. Parts shall not be used or reclaimed.

2. DELIVERY: Unless otherwise specified in the Purchase Order, the goods shall be delivered by Seller DDP (intra EU movements) or DDU (external to EU movements) to the destination named by Buyer when and in a manner specified by Buyer. Any trade term in the Purchase Order shall have the meaning given to it by Incoterms (2010). Risk of loss shall pass to Buyer upon delivery; title to the goods shall pass to Buyer upon Buyer's acceptance of the goods. All deliveries are to be made as specified in the Purchase Order, and where such specification is not given, then when and as specified by Buyer. Immediately upon shipment, Seller is to provide shipping confirmation to Buyer's Expediting Department, advising complete shipping and routing information. Acceptance of any part of the Purchase Order shall not bind Buyer to accept future shipments, nor deprive Buyer of the right to return goods already accepted.

3. PACKING: One copy of the detailed Packing List is to be forwarded to Buyer's Expediting Department. All shipments will be packed, bundled and crated in accordance with standard commercial practice for domestic or export shipment as applicable. No charge will be allowed for packing, crating, drayage or storage unless stated herein.

4. CHANGES: No changes or modification to this Order shall be binding unless made or accepted by Buyer in the form of a written Change Order. Buyer reserves the right to make changes in the Order at any time, subject to mutually agreeable adjustments of the contract.

5. CANCELLATION: a) Buyer shall have the right to terminate this Order in whole or in part at any time by written or telegraphic notice. In the event of termination other than for default by Seller, and only in such event, if Seller at the Page 2 of 5 time of such termination shall have in stock or on firm order any raw, semi-processed, or completed materials for use in fulfilling this Order, then (1) in the case of completed materials Buyer may, at its

option, either require delivery of all or part of the completed materials and make payment therefore at the agreement price, or portion of the agreement price fairly allocated for the completed items, or (without taking delivery thereof) pay Seller the excess, if any of the agreement price over the market price at the time of termination; and (2) in the case of raw or semi-processed materials, Buyer may, at its option, either require Seller to complete and deliver all or part of said materials at the agreement price or (without taking delivery thereof) pay Seller with respect to such raw materials or semi-processed materials, which are properly applicable to this Order, a portion of the agreement price based on the stage of completion of such materials and reduced by the value of such materials at such stage of completion; and (3) in the case of materials which Seller has on firm order hereunder, Buyer may, at its option, either take an assignment of Seller's rights under such orders or pay the cost, if any, of settling or discharging Seller's obligation under such Order. b) The preceding paragraph, a), shall not limit Buyer's right to cancel this order, or any part thereof by reason of Seller's default in failing to comply with any or all of the terms and conditions hereof, in which event Buyer may procure the goods or services called for herein from other sources and Seller shall be liable to Buyer for any excess costs or other damages occasioned thereby.

6. NONDISCLOSURE: Seller shall not make use of drawings, specifications, data and other information furnished to it by Buyer, except in performance of this Order. Upon completion, cancellation or termination of this Order, Seller shall promptly return to Buyer all drawings, specifications, data and other information furnished by Buyer in connection with the performance of this Order, and shall not retain or permit others to retain any reproduction or copy thereof. Seller shall not disclose any such drawing, specification, data or other information to any third party and shall make no further use thereof (or of any information derived there from), either directly or indirectly, without Buyer's prior written consent, except in connection with the performance of this Order.

7. INSPECTION: All goods and work in process may be subject to source, site and final inspection and tests, or all of them, by Buyer. If inspection and tests, whether preliminary or final, are made on Seller's premises, Seller shall furnish, without additional charge, all reasonable facilities and assistance for safe and convenient inspection and tests required by Buyer and/or Buyer's customer, as the case may be. Inspection and approval by Buyer, or failure to inspect by Buyer, shall not relieve Seller of any responsibility or liability hereunder. In the event that any inspection or test hereunder establishes that the quality of Seller's work is unsatisfactory, Buyer shall have the right to instruct Seller to discontinue work until satisfactory corrective action is taken. Seller shall be responsible for corrective costs and shall perform corrective action to meet the agreed upon delivery schedule.

8. WARRANTY: Seller warrants that the goods and services covered by this Order will conform to the specifications, drawings, samples, or other description furnished or specified by Buyer, and except as modified by this Order, will be fit and sufficient for the purpose intended, merchantable, and free from any defects in design, material or workmanship for a period of twelve (12) months after being placed in operation, but not to exceed twenty-four (24) months from date of delivery of goods or completion of the work. If Buyer shall discover any defect or other failure of the goods and services to conform to the warranties in this article, Seller, upon written notice from Buyer, shall promptly correct such defect or nonconformity or re-perform defective or nonconforming services by redesigning, repairing or replacing the defective goods or services to the reasonable satisfaction of the Buyer. Any item of equipment supplied by Seller which is damaged or rendered defective as a result of a defect or other warranty failure shall be similarly repaired or replaced. All costs incidental to such remedial action, including removal, disassembly, transportation and transportation insurance, repair, reinstallation, retesting, reinsertion and re-performance verification as may be necessary to correct the defect or nonconformity and demonstrate that the previously defective goods or services conform to the requirements of this Order, shall be borne by Seller. Replaced or repaired goods and services shall be warranted as provided herein for a period equal to the greater of (1) the balance of the warranty period or (2) twelve months from the date of completion of the repair or replacement. Page 3 of 5 Seller must designate an emergency point of contact for immediate notification by Buyer of any defect or failure of goods or services. If, within twenty-four (24) hours after notification by Buyer of defect or other failure of the goods and services, Seller fails or refuses to perform promptly the necessary redesign, repair, replacement, re-performance or tests, then Buyer, without waiving any other remedy it may have under this Order or at law or in equity, may perform or cause to be performed the same, and Seller shall reimburse Buyer for all costs incurred by Buyer therefore. Seller shall be excused from its remedial obligations pursuant to this article to the extent it demonstrates that remedial work was made necessary as the result of (a) alteration, accident or abuse by persons other than Seller or those under Seller's direct supervision, or (b) Buyer's material failure to store, handle, install, operate and maintain the goods supplied by Seller in accordance with any operations and maintenance manual or other written instructions supplied by Seller. Where a defect has arisen during the warranty period, or existed at the date of delivery, but is not then apparent, the Seller's liability will not cease merely because notice of such defect was not given to the Seller within such period. The warranty provided herein and the remedies provided elsewhere in this Order shall be in addition to those implied by or available at law and shall exist notwithstanding the

acceptance by Buyer of all or part of the items with respect to which such warranties or remedies are applicable. This provision shall not limit the effect of any representation or warranty made by Seller in connection with the purchase and sale of the items subject to this Order.

9. LIQUIDATED DAMAGES: In the event that Seller (a) fails to deliver documentation, drawings or equipment meeting the requirements of this order on or before the dates specified or (b) the equipment, when tested in accordance with the performance requirements of this order, fails to meet these performance requirements, Buyer will suffer damages in an amount that is not susceptible to calculation with reasonable certainty. Therefore, any Liquidated Damages set forth in this order represent a reasonable determination of the amount of damages that Buyer will suffer and are not penalties. Seller hereby waives any defense to Buyer's recovery of such liquidated damages on the basis actual damages are ascertainable or that such liquidated damages do not represent a reasonable determination of Buyer's damages or are penalties.

10. ASSIGNMENT: Seller shall not assign all or any portion of the performance of this Order without Buyer's prior written consent.

11. EXCUSABLE DELAYS: Any failure of performance by either party shall not constitute default hereunder or give rise to any claim for damages or otherwise if, and to the extent, caused by an occurrence beyond the reasonable control of the party affected, including, but not limited to, acts of compliance with acts of governmental authority, acts of God, strikes or other concerted acts of workmen, fires, floods, explosions, riots, war or armed conflict declared or undeclared, rebellion and sabotage. The party affected by any such occurrence shall give notice to the other within five (5) working days of its commencement and shall keep the other informed of action taken to terminate the occurrence.

12. ENDORSEMENT: Seller shall not, without first obtaining the written consent of Buyer's Procurement Department, in any manner advertise or publish the fact that Seller has furnished, or contracted to furnish to Buyer, the material and/or services ordered hereunder.

13. TAXES: Federal, State or Local taxes applicable to the goods or services furnished hereunder or the sale, purchase, transportation, use or possession thereof shall be included in the agreement price and separately stated on any invoice rendered to the Buyer. If Buyer furnishes Seller an exemption certificate, or any other similar proof of exemption, with respect to any Federal, State or Local tax included in said invoice, an appropriate adjustment shall be made to the agreement price to eliminate the imposition of such tax upon Buyer.

14. COMPLIANCE WITH LAWS: a). Seller undertakes to design, manufacture, transport, deliver and sell the equipment in compliance with all applicable statutes, laws, regulations, rules, ordinances, consents, approvals, and any other requirement of any governmental or quasi-governmental entity having jurisdiction where the equipment is to be designed, manufactured, transported, delivered, sold, installed, and operated. b) Seller represents that the goods to be furnished or the services to be rendered hereunder have not been or will not be produced or performed and sold in violation of any provisions of the Fair Labor Standards Act of 1938, as amended, the Civil Rights Act of 1964 as amended by the Equal Employment Opportunity Act of 1972, the Rehabilitation Act of 1973, the Occupational Safety and Health Act of 1970, the Toxic Substance Control Act, ERA's requirements for accurate labeling of products using ozone depleting substances as contained at 40 CFR Part 82, Subpart E issued under Section 611 of the Clean Air Act Amendments of 1990, or any other applicable Federal, State or Local law, ordinance, rule or regulation, and Seller agrees to make all stipulations required by such laws. c) Seller shall abide by the requirements of 41 CFR 60-1.4(a), 60-300.5(a) and 60-741.5(a). These regulations prohibit discrimination against qualified individuals based on their status as protected veterans or individuals with disabilities, and prohibit discrimination against all individuals based on their race, color, religion, sex, or national origin. Moreover, these regulations require that the Seller take affirmative action to employ and advance in employment individuals without regard to race, color, religion, sex, national origin, protected veteran status or disability. d) The provisions of Federal Acquisition Regulation (FAR) 52.219, "Utilization of Small Business Concerns", 48 CFR 52.219-8 are incorporated herein by reference. Seller shall submit to Buyer a company-wide Commercial Subcontracting Plan, which is updated annually and prepared pursuant to Metal Research, Inc. Corporate Policy on purchasing from Small Business, Small Disadvantaged Business, and Women-Owned Business concerns in compliance with FAR 52.219-9, "Small Business Subcontracting Plan", 48 CFR 52.219-9, for government contracts and subcontracts for Commercial Products exceeding \$650,000 in value.

15. REMEDIES: The remedies herein reserved to Buyer shall be cumulative, and additional to any other or further remedies provided in law or at equity. No waiver of a breach of any of the provisions of this contract shall constitute a waiver of any other breach, or of such provision.

16. INDEMNITY: Seller warrants that the manufacture, purchase, use or sale of goods purchased hereunder do not infringe or contribute to the infringement of any letters patent, trademark or copyright granted by the United States of America or by any foreign country, and agrees to indemnify and save harmless Buyer, its successors, assigns,

customers and users of the goods, against any claim, demand, loss, and costs including attorneys' fees, arising out of such infringement; and after notice Seller agrees to appear and defend, at its own expense, any suits at law or in equity arising there from. Seller further agrees to defend, indemnify and save Buyer harmless from and against any claim demand, loss and costs, including attorneys' fees, arising out of injury or property damage to, or the death of, any subcontractor, employee, agent, representative or invitee of Seller or of any subcontractor of Seller while in, on or near the premises of Buyer, however such injury or death may be caused and whether caused or alleged to be caused by the negligence of Buyer or its agents, the condition of the premises or otherwise.

17. INSOLVENCY: Buyer may cancel this Order without liability for the undelivered portion of the items ordered hereunder in the event Seller becomes insolvent, or makes an assignment for the benefit of creditors or there is filed by or against Seller a petition of bankruptcy, receivership, or reorganization proceedings.

18. GOVERNMENT CONTRACTS: When work and/or materials covered by this Order are for use on a United States government contract or subcontract, an acceptance of this Order also constitutes an acceptance of Buyer's "Additional Terms and Conditions Applicable to Government Contracts", which are incorporated herein and made a part hereof.

19. TECHNICIAN SPECIFICATIONS, CODES AND STANDARDS: Unless otherwise expressly specified in any attached or referenced specification or the purchase order, the latest edition of the relevant codes and standards listed therein including any addenda in effect on the date of purchase award shall be considered the governing document(s). Any conflict between the requirements of any attached or referenced specification and other related documents shall be referred to Metal Research, Inc. for clarification and resolution before work proceeds

20. MATERIAL ACCEPTANCE: Seller must comply, at time of purchase order acceptance, with the latest revision of the Buyer's worldwide standard 4WPI-M00001 "General Piping Material Purchase Specification" and 4WGN-20001 "Supplier Quality Requirements" related to "Country of Origin" for qualified or acceptable materials used in fabrication. A copy of these standards is available at: <http://www.metalresearchinc.com>. The use of materials from unqualified countries requires approval in writing from the Buyer.

22. CORRUPTION: a) Seller agrees to uphold Buyer's policy which prohibits the giving or receiving of gifts or personal favors (other than normal business courtesies) to or from anyone in connection with Buyer's business.

23. External providers' delivery, quality, and paperwork performance will be evaluated periodically. Suppliers failing to meet MRI requirements may be removed from approved suppliers list.

24. Received materials will be sample inspected and any failure will fail the batch.

25. The supplier is to use customer-designated or approved external providers, including process sources.

26. The supplier must notify MRI of nonconforming processes, products, or services and obtain MRI's approval for their disposition.

27. The supplier will notify MRI of changes to processes, products, or services, including changes of their external providers or location of manufacture, and obtain MRI's approval.

28. The supplier will flow down to external providers applicable requirements including customer requirements as applicable.