Alloys International **TERMS AND CONDITIONS OF SALE** 01/12/2026
Revision: 2

These Terms and Conditions of Sale apply to every order supplied by Alloys International and supersede any conflicting Terms and Conditions imposed by the purchasing company.

1. **CONTRACT**. A Purchase Order issued to Alloys International is the binding contract and supersedes any previous emails, quotes, discussions, etc. Alloys International only accepts responsibility to fulfill requirements that are stated on the actual Purchase Order. We are not obligated to meet any additional intended requirements. It is the buyer's responsibility to ensure that all necessary requirements are included on the PO.
2. **FREIGHT TERMS**. All purchases shall be made with ExWorks or collect freight terms unless otherwise agreed in writing by Alloys International. We will not be held liable for any freight, customs, duty, or VAT charges not previously agreed upon. Furthermore, any agree-upon delivered terms exclude VAT or other tax charges. VAT or other tax charges are NEVER accepted by or paid for by Alloys International.
3. **FREIGHT INSURANCE**. Freight insurance is the responsibility of the buyer unless otherwise agreed upon in writing. Alloys International does not cover or warrant any freight against damage, loss, theft, or any other potential loss.
4. **CANCELLATION**. A Purchase Order issued to Alloys International is binding and cannot be cancelled unless there is a default of contract on the part of Alloys International. No "cancellation for convenience" or "force majeure" or other form of cancellation will be accepted.
5. **DELIVERY DATES**. Any changes to required delivery dates must be negotiated and agreed upon by Alloys International in writing.
6. **QUANTITIES**. Purchase Order quantities are estimates. Due to production methods and weight inconsistencies, a standard tolerance of +/-10% applies to all order quantities. Any unexpected overages in ordered quantities within this tolerance is billable to and payable by the purchaser.
7. **NONCONFORMANCES**. Any nonconformance, shortage, or other product deficiency must be communicated to Alloys international within 10 days of receipt of material. After 10 days, all shipments are considered accepted, and no rejections or shortage claims will be honored.
8. **CHAIN OF CUSTODY.** Alloys International may not be able to disclose some of our supply chain due to confidentiality agreements, non-disclosure agreements, protection of proprietary information, and the like. We do certify, however, that we maintain records including full chain of custody and full traceability back to the melt source. This documentation is maintained for a minimum of 50 years and is available when legally required. We are in full compliance with all record-keeping requirements of AS9100.
9. **DELAYS**. In addition to any excuse provided by applicable law, Seller shall not be charged with any liability for delay, non-delivery or failure to perform any of its obligations herein arising from any event beyond Seller's control, whether or not foreseeable by either party, including but not limited to, delays of suppliers, labor disturbance or strike, war, terrorism, epidemic, pandemic, fire, accident, adverse weather, inability to secure transportation, governmental act or regulation, inability of Seller to obtain materials, shortages of materials, and other causes or events beyond Seller's control, whether or not similar to those enumerated above.
10. **PAST-DUE INVOICES**. Alloys International, Inc. reserved the right to charge a rate of 1.5% monthly for the financing of past-due but unpaid invoices. This rate is fixed but subject to adjustment yearly at our sole discretion, in accordance with current market rates. Alloys International, Inc. may allow the forfeiture of remaining release shipments/contract materials in place of financing fees, also at

our sole discretion. All legal or arbitration fees incurred by Alloys International, Inc. as the result of a default in contract by the customer are to be borne by said customer.

11. **EXPORT CONTROL**. Buyer agrees to comply with all applicable U.S. export laws, regulations, and orders. Specifically, but without limitation, Buyer agrees that it will not resell, re-export, or ship, directly or indirectly, any controlled products or technical data in any form without obtaining appropriate export or re-export licenses if required. Buyer acknowledges that the applicable export laws, regulations, and orders may differ from item to item and/or from time to time.
12. **LAWS.** Any legal matters or arbitration shall be resolved according to U.S. laws and regulations. Jurisdiction will be Suffolk County in the state of New York.
13. **DAMAGES**. Seller shall not be liable for incidental or consequential damages, nor for any damages or expenses beyond the actual cost of repair or replacement of goods or the price paid for such goods, whichever is less.