

CUSTOMER AGREEMENT, TERMS AND CONDITIONS

1. **GENERAL:** The Customer desires to purchase goods and services from Rickard Metals, Inc. and Customer agrees in consideration thereof to be bound by the terms and conditions stated in this agreement.
2. **CREDIT TERMS:** Credit will be extended by Rickard Metals, Inc. to Customer based on the information provided in Rickard Metals, Inc. credit application. Rickard Metals, Inc. is authorized to check applicant's credit background. Customer agrees to pay any and all invoices, charges, fees, and costs which Customer or any authorized person incurs, on customer account. Unless Customer notifies Rickard Metals, Inc. in writing within five (5) days of any unauthorized use of Customer credit, Customer agrees that any other person who incurs charges on Customer's account is authorized to do so.
3. **RIGHT OF INSPECTION:** Customer agrees to inspect product and report any and all discrepancies within 10 days of receipt. Material retained without notice of discrepancy after this period will be deemed acceptable and will be subject to payment. If any of the goods supplied are found to be nonconforming to the specification listed in the acknowledged contract, Rickard Metals' only liability will be to make replacement or repair or to refund the purchase price of the material. All guarantees are clearly stated at time of quotation. Material that has been altered in any way after receipt is not returnable. Any discrepant material to be returned must include a written return authorization from Rickard Metals, Inc.
4. **PERFORMANCE:** Rickard Metals, Inc. will endeavor to fulfill delivery requirements per quoted lead times however, delivery dates are estimates and actual schedules for material manufacture may change. Dates may be updated at time of order acknowledgement or during processing; in those cases, Rickard Metals, Inc. will not be held liable for any cost associated with an unforeseen delay nor shall such a delay give the customer a right to cancel the order. All quantities quoted are for single delivery and will not be split without pricing adjustment unless written agreement between buyer & seller is in place.
5. **CHANGES OR CANCELLATIONS:** Rickard Metals Inc. will make every effort when possible to accommodate changes to orders already in process should customer deem such a change is necessary. However, customer agrees to pay for any services, labor or material purchases which have already been executed under the original contract even when the material is considered unusable due to the change. This includes any fees incurred due to specification or other revision to material or processing certifications after order has been acknowledged. Further, if customer deems it necessary to cancel an order for any reason, customer agrees to reimburse Rickard Metals, Inc. for any costs incurred as a result of execution of the original order at time of cancellation.
6. **PRICES:** All prices quoted are FOB Ontario, California unless otherwise specified. Title shall pass upon delivery of goods to the common carrier. Adjustments due to changes in delivery method, insurance and/or delivery surcharges will be borne by the customer. Prices may be subject to the addition of applicable sales or excise taxes levied by either state or federal authorities.
7. **PAYMENT:** Customer agrees to notify Rickard Metals, Inc., in writing, of any error in any invoice within ten (10) days after the date of that invoice. If not so noticed, the invoice shall be deemed to be correct, and accepted as rendered. All sums owing Rickard Metals, Inc. by Customer shall be paid in accordance with the terms and conditions expressed on any written quotation signed by Rickard Metals, Inc. and Customer, or on Rickard Metals, Inc. invoice. In the absence of such express terms and conditions, terms will be Net 30 days. Whether or not expressed said quotation or invoice, all sums past due shall bear an interest charge at the rate of one and one-half percent (1.5%) per month (18% per annum). Rickard Metals, Inc. invoices are in US Dollars and will be paid in US currency unless authorized in writing by Rickard Metals CFO.

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8. **NON-PAYMENT FEES:** If Rickard Metals, Inc. is not paid on time, in accordance with Rickard Metals, Inc. terms, Customer shall pay all costs and expense incurred by Rickard Metals, Inc. in connection with Rickard Metals, Inc.'s attempts to obtain payment, including fees charged by a collection agency or attorney and any other charges which can be legally charged to Customer. Customer agrees that for and in consideration of Rickard Metals, Inc.'s extension of credit, this agreement is to be construed under the laws of the State of California, and that if legal action is brought to enforce this agreement, that San Bernardino County, California shall be the exclusive jurisdiction and legal venue for said action. If Rickard Metals, Inc. refers this agreement to an attorney for enforcement, including collection of amounts which are past due, Customer agrees to pay Rickard Metals, Inc. actual attorney's fees and costs incurred thereby, whether or not formal proceedings are brought to remedy Customer's breach of this agreement.
9. **FINANCIAL INFORMATION:** Customer agrees that any financial documents provided Rickard Metals, Inc. are true and correct, and will provide Rickard Metals, Inc. such documents from time to time upon request. Customer represents to Rickard Metals, Inc. that it is solvent as of the date of this agreement, and that any Financial Statement attached accurately reflects that present financial condition of Customer as of the date of this agreement.
10. **INDEMNIFICATION:** Customer will indemnify, defend and hold any agents/officers of Rickard Metals, Inc. harmless against any expenses, damages, costs, losses or liability whatsoever which may arise out of a claim by any third party. Rickard Metals, Inc. will not be held responsible for any assertion claiming negligence in the design of goods furnished per customer specifications nor any claim on infringement of patents or trademarks arising from compliance with customer design, specifications or instructions.
11. **EXPORT CONTROL:** Customer will be responsible for compliance with all laws and regulations governing the export of products supplied by Rickard Metals, Inc. including the obtaining of import/export licenses and the payment of duties or charges related to import/export activities.
12. **ENTIRE AGREEMENT:** Upon Rickard Metals, Inc. acceptance, this agreement embodies the entire agreement of the parties. No promise, representation or agreement made prior to or subsequent to the execution and delivery hereof, be either hereto, and no revocation, partial or otherwise, or change, amendment, addition, alteration or modification shall be valid unless the same be in writing, signed by all the parties hereto, or by their duly authorized agents. **THE UNDERSIGNED CERTIFIES THAT THE INFORMATION FURNISHED IN THE RICKARD METALS, INC. CREDIT APPLICATION IS TRUE AND CORRECT, AND THAT THE UDERSIGNED HAS READ AND AGREED TO ALL THE TERMS AND CONDITIONS OF THIS AGREEMENT.**