

Terms and Conditions for Purchase of Goods

1. Entire Agreement - This Order ("Order"), including these Terms and Conditions (collectively "Terms") of purchase and any specifications or attachments hereto constitute the entire agreement between the parties relating to the purchase of the goods ordered (the "Goods"). Any quotation provided by the Seller is incorporated and made a part of this Order only to the extent specifying the nature and description of the Goods and then only to the extent that such Goods are consistent with the Terms of this Order. No additional or other Terms shall be binding on Buyer unless expressly accepted in writing. Neither Buyer's lack of rejection to any terms proposed by Seller, nor the acceptance of the Goods, shall constitute or be deemed an agreement by Buyer to any such terms. Shipment or delivery of the Goods or other acceptance of this Order by Seller shall be deemed to be acceptance of the Terms of this Order in their entirety.

2. Prices – Prices are as last quoted at the time of sale unless a different price is agreed to by the Buyer in writing .

3. Packing Charges – No charge allowed for cartons, packing or delivery unless designated on this Order.

4. Inspection - Nonconformance – Buyer shall have the right to inspect where the Goods may be situated and a further right of the inspection after delivery to Buyer's plant, or other agreed upon location. Notwithstanding any statutory provisions, the making or failure to make any inspection of, payment for, or acceptance of the Goods shall not affect Buyer's right to return any Goods which are defective or of inferior quality or workmanship or which fail to satisfy the specifications set out in this Order or otherwise provided to Seller, or otherwise affect any rights of the Buyer. Buyer may, at its option, reject any portion of the Order without invalidating the remainder of the Order. Rejected Goods will be returned at Seller's risk and expense.

5. Delivery – Goods are to be delivered to Buyer at the date and place set forth in the Order. (Buyer reserves the right to cancel this Order where Seller fails to deliver the Goods within the time stated). Shipments in excess of the quantity specified may be returned by Buyer at Seller's risk and expense, or Buyer may place such excess in storage, with no other duty than that of storage, at Seller's expense.

6. Cancellation – Buyer reserves the right to cancel this Order in its entirety or in part because of defects in the Goods, workmanship or quality or if the Goods are not shipped as specified herein (time being of the essence of this Order), or if Goods are not in accordance with drawings and prints, approved samples or specifications, or instructions issued in connection herewith, or if performance on Buyer's part is prevented by causes beyond its reasonable control such as fires, accidents, strikes, court orders, or act or demands of any person or agency exercising governmental authority, or if Seller fails to comply with any Terms and Conditions of this Order.

7. Warranty Terms – Seller warrants to Buyer and to the customers and users of its products that the Goods shall conform to all specifications, drawings, samples and any other description furnished or adopted by Buyer; shall be free from latent or patent defects in design, material, workmanship and title; shall be fit and suitable for the purposes and under the conditions made known by Buyer or reasonably to be inferred, shall be of merchantable quality and at least equal to nationally recognized standards or codes, or of the best quality, if no quality is specified, and shall be free and clear of all liens, encumbrances and any other rights of others. Such warranties are in addition to all warranty or service guarantees offered by Seller and to all warranties implied or provided by statute or common law.

8. Precious Metal Trading and Precious Metal Transfer Accounting. Orders placed by Buyer over the telephone become binding upon Seller's consent.

9. Weight Accounts for Metals and Precious Metals – Seller shall maintain a separate Weight account for each Buyer and for each metal or precious metal. Title is transferred once it is entered on the respective account.

10. Seller's Liability – Seller agrees to assume all risk involved in the sale and delivery of the Goods described in this purchase Order, including all damage to the said Goods however caused and damage to or destruction of any property resulting from or in any manner arising out of Goods provided hereunder and the Seller agrees to protect, defend,

indemnify and hold harmless the Buyer from and against any losses damages or causes of action connected with or arising out of the Goods, provided hereunder and arising out of damage of or destruction of the Goods herein described. The Seller's obligation hereunder shall continue until the Goods are delivered to the Buyer's loading dock or at such other point as may be designated by the Buyer and after inspection thereof by the Buyer at such point.

11. Governing Law – This document and the purchase of any Goods hereunder shall be governed by and construed in accordance with the laws of the State of North Carolina without regard for its conflicts of laws principles. Buyer and Seller agree that the United Nations Convention on the Contracts for the International Sale of Goods shall not apply to this Order. Any lawsuit arising in connection with this Order must be brought in a state or federal court sitting in Wake County, North Carolina.

12. Indemnity – (a) Seller warrants that neither the Goods, nor their use, infringe any patent, trade mark, copyright or other intellectual property rights. Seller agrees to indemnify and hold harmless Buyer against all claims that the manufacture, sale, resale and/or use of the Goods infringe any such intellectual property rights including all losses liabilities, costs and expenses (including legal costs and expenses) arising in connection therewith. (b) Seller agrees to indemnify and hold harmless Buyer for breach of any warranty made hereunder and from and against all product liability claims relating to the Goods or the provision thereof including all liabilities, losses, costs and expenses (including legal costs and expenses) arising in connection therewith. (c) Seller shall, at Buyer's request, defend, at Seller's sole cost and expenses, any suit or proceeding brought in respect of any subject matter covered by an indemnity contained herein. Buyer shall, however, have the right to be represented in such matters by counsel of Buyer's own choice.

13. Compliance – Seller warrants that in performance of this Order it and its subcontractors shall comply with all applicable local, state, and federal laws and regulations, and that any equipment covered hereby shall, after installation, conform to, all applicable local, state, and federal laws and regulations.

14. Insurance – If Seller or its subcontractors, agents or employees are required to be present on Buyer's premises, or perform work with any of Buyer's employees, Seller shall secure and maintain in full force and effect public liability, workmen's compensation, property damage and other necessary insurance in amounts satisfactory to Buyer. Upon request certificates of insurance shall be furnished.

15. Waiver – No waiver of any breach of any of the provisions hereof shall be effective or binding on Buyer unless made in writing and signed by Buyer and, unless otherwise provided, shall be limited to the specific breach waived.

16. Remedies – All rights and remedies of Buyer hereunder are cumulative and not exclusive and are in addition to all other rights and remedies available to Buyer at law or in equity.