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A F F O R D A B L E T I T A N I U M N O W

## TERMS AND CONDITIONS

Allied Titanium, Inc. (Hereinafter, for convenience, “Allied”)

We accept payment via Credit/Debit Cards, Wire Transfer, EFT, PayPal, Check and SafeFunds.com. Order placement occurs and manufacturing commences when funds become available to Allied, unless other reasonable arrangements have been made in writing, signed by all parties.

In the unlikely event that the product shipped does not match the specifications outlined in our UPD Sheets or CAD files, Allied will replace the item with a conforming item.

Purchasers and users of our parts and mill products are advised to consult with a qualified engineer to insure the suitability of these parts and mill products for their application because Allied provides no engineering services.

Allied makes no warranties as to the accuracy of the information on the Allied Titanium website ([www.alliedtitanium.com](http://www.alliedtitanium.com)). Any use of the information there is done with the full understanding that Allied or its representatives provide no engineering services. Users of any information or specifications from Allied website are advised to consult with an engineer of their choice regarding the accuracy and suitability for any application.

No representation of warranty, whether expressed or implied, of any nature whatsoever, has been made or given by Allied as to the completeness or accuracy of any information on the Allied website and Allied shall not be bound by or accept any liability in respect of any representation or implied warranty as to those matters by any person at any future time unless Allied expressly so agrees in Allied’s own writing.

The viewer of this website must make and rely on its own care, skill, inquiry, assessment and judgment as to the veracity of the information or any part of it. The viewer is advised to consult its own engineer before purchase or order of any part or application. Some data and information provided and or given on this website has been obtained from various sources and Allied cannot vouch for their veracity and or authenticity.

Allied is a manufacturer and as such must have payment before manufacturing customers’ products. Due to the fact that the manufacturing is being done for the customer, Allied charges credit and debit cards before manufacturing customers’ products. While Allied strives to always meet the quoted manufacturing lead times, please allow 4 to 6 weeks for delivery of products to compensate for manufacturing delays.

The following terms and conditions apply, in addition to those on the face of Allied’s Sales Invoice accepted by the Buyer.

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For the purposes of this agreement, parts, mill products and other items sold by Allied shall be referred to as Goods and any individual or business entity purchasing items from Allied shall be referred to as Buyer.

#### 1. SPECIFICATIONS

The goods manufactured by Allied and its direct contractors shall conform to the specifications and drawings described in our UPD Sheets or CAD files.

#### 2. DELIVERY AND PAYMENT (Uniform Commercial Code “UCC”)

Buyer’s failure to accept and or pay for any shipment/delivery entitles Allied to use any and all remedies until acceptance and or payment. Allied may demand different terms of payment from those specified in any previous agreement whenever it reasonably appears that Buyer has demonstrated negative financial conditions and may also demand “further assurance of performance” of buyer. Upon failure by Buyer under any term or condition, including non- payment, Allied, at its option, may treat such failure as a repudiation and Allied may therefore seek interest at the maximum rate allowed by law and any past due account. Delivery of the goods by Allied to the carrier at the first shipping point shall constitute delivery to the Buyer. Upon that delivery, the sale has occurred; title shall pass to Buyer and risk of loss passes to Buyer as well.

#### 3. NON-DELIVERY

If Buyer refuses delivery of an item after it reaches its final destination, if Buyer refuses to pay tariffs and taxes, or if Buyer is unavailable for delivery after a shipping carrier has exhausted their delivery attempts, Buyer will be responsible for any import tariffs, taxes, and shipping and handling fees incurred to send the shipment back to Allied in the United States, as well as any restocking fees that may be applicable.

#### 4. INSPECTION

Upon arrival of the goods at the place specified by Buyer, Buyer shall immediately inspect the goods at his own cost; and if the goods do not conform to the specifications in an item's UPD Sheet, Buyer shall give written notice to Allied within ten (10 ) days after arrival; The written notice shall set forth all specific details of the deficiency claims, including dimensions that are out of tolerance. Buyer failure to give notice shall constitute an irrevocable acceptance of the goods by Buyer and Buyer shall be bound to pay full price for all the goods; Goods shall not be returnable to Allied after acceptance.

#### 5. LIMITS OF WARRANTY / PRODUCTS LIABILITY DISCLAIMER

- a. Except for any express warranties provided herein above, all warranties, whether express or implied, all guarantees, and all representations at to the performance of any other aspect of goods, including all warranties which, in the absence of this provision, might arise from course of dealing or custom or trade, including all warranties, express or implied for merchantability or fitness for a particular purpose, with respect to the goods ARE EXPRESSLY EXCLUDED AND DISCLAIMED BY SELLER.

- b. No agent, employee, or representative of Allied has any authority to bind Allied to any affirmation, representation or warranty relating to the goods other than specifically provided herein.
- c. SELLER MAKES NO WARRANTY WHATSOEVER WITH RESPECT TO GOODS MANUFACTURED BY OTHERS.
- d. PRODUCTS LIABILITY: Allied shall not be liable for any special, punitive, indirect or consequential damages (including downtime) caused by its breach of any term or condition hereof or otherwise relating to or arising out of the goods (including the use, manufacture, condition, delivery or presence thereof or any other matter, service or activity relating thereto, whether caused by Allied's breach of contract, negligence or other tortious conduct, or otherwise); The liability of Allied for defective or undelivered goods and or the consequences thereof shall be limited solely (at the option of Allied) to the replacement of the goods or given the buyer a credit or refund in the amount of the contracted price of the affected goods. Except for the said replacement or refund, Allied shall be held harmless by Buyer against any claims and expense, including the attorney fees, with respect to any loss, injury (including death) or damage to person or property, arising out of or relating in any way to the goods or the non-delivery thereof. No claims, representations, or warranties, whether express or implied are made as to the safety, reliability, durability and performance of any Allied component or item.
- e. The remedies of the Buyer provided by these terms and conditions shall be the sole remedies of the Buyer.

## 6. INFRINGEMENT OF PATENTS, TRADEMARKS AND COPYRIGHTS

Buyer states that under no circumstances he or she shall engage in the infringement of any patent based upon the manufacture of any item he or she is seeking; Buyer shall indemnify and hold harmless Allied and Allied's customers for any loss, damage, expense, or liability that may result by reason of any such infringement or claim, including that of attorney fees, except where such infringement or claim arises solely from Buyer's adherence to Allied's written instructions or directions; Buyer shall defend or settle, at its own expense any action or suit in which Allied is named as a result of Buyer's infringement of any such patent, trademark or copyright. Each party shall notify the other promptly of any claim of infringement for which the other is or maybe responsible hereunder and shall cooperate with the other in every reasonable manner to facilitate the defense of such claim.

## 7. UPD SHEETS

Unique Part Descriptor PDF documents (UPD Sheets) are an invention of Allied and protected by copyright law. Allied reserves ownership rights of all UPD Sheets at all times. UPD Sheets may be loaned to Buyer for the sole purposes of purchasing products from Allied and determining if purchased products match the tolerances and specifications on the UPD Sheets. Any other use, as well as copying, duplicating, or disseminating UPD Sheets is expressly forbidden. On written request from Allied, Buyer shall destroy, erase, and delete all UPD Sheets loaned to Buyer or in Buyer's possession.

8. MISCELLANEOUS

- a. **LIMITATIONS OF ACTIONS:** No action against Allied for breach of this agreement or otherwise relating to the goods shall be commenced or filed more than one year after the accrual of the cause of action.
- b. **TAXES:** Any sales tax, use tax, ad-volerem, receipts, or like takes and any duties, import or custom taxes and import surcharges which may now or hereinafter be imposed by national, federal, state, or any other government authority by reason of Allied selling, exporting, importing or otherwise providing goods to Buyer shall be paid by Buyer.
- c. **ASSIGNMENT:** Buyer shall neither assign any rights nor delegate any duties under this agreement without prior written consent of Allied.
- d. Allied Titanium qualifies for the COTS exception as set forth in DFARS 204.7304 and represents and certifies that it solely provides COTS items as defined in Federal Acquisition Regulation 2.101; and therefore, qualifies for the exception to DFARS 252.204-7012 "Safeguarding Covered Defense Information and Cyber Incident Reporting" as prescribed in DFARS 204.7304. By making this representation and certification, Allied Titanium agrees to only provide COTS items under any resultant award of a subcontract or purchase order unless customers explicitly state their CUI requirements at the point of request for quote (RFQ) and thereafter clearly annotate all specific CUI documentation.
- e. **EXPORT REGULATIONS:** All commodities, technology, and software are exported from the United States in accordance with the Export Administration Regulations. Diversion contrary to U.S. law is prohibited.
- f. **CHOICE OF LAW AND FORUM:** This agreement shall be governed by the laws of the state of Delaware, USA and construed in accordance between the Buyer and Allied with regard to the subject matter hereof and there are no understandings, representations, warranties or other provisions of any kind except as herein expressly set forth.
- g. **SUCCESSORS IN INTEREST:** The terms and conditions set forth herein are binding upon all successors in interest of either party.
- h. These **TERMS AND CONDITIONS** are subject to change without notice.