



16192 Coastal Highway #162507
Lewes, DE 19958
United States
Phone: (302) 725-8300
Fax: (302) 497-7111
info@alliedtitanium.com
www.alliedtitanium.com

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, "ATI")

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 ATI, 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, ATI 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 ATI provides no engineering services.

ATI makes no warranties as to the accuracy of the information on the Allied Titanium website. Any use of the information there is done with the full understanding that ATI or its representatives provide no engineering services. Users of any information or specifications from ATI 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 ATI as to the completeness or accuracy of any information on the ATI website and ATI 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 ATI expressly so agrees in 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 ATI cannot vouch for their veracity and or authenticity.

ATI 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, ATI charges credit and debit cards before manufacturing customers' products. While ATI 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 hereof, unless parties have previously agreed to other terms and conditions by a signed and written contract between them.

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

1. SPECIFICATIONS

The goods manufactured by ATI 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 Seller to use any and all remedies until acceptance and or payment. Seller 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, Seller, at his option, may treat such failure as a repudiation and Seller may therefore seek interest at the maximum rate allowed by law and any past due account. Unless otherwise specified and agreed to in writing, delivery of the goods by Seller to the carrier at 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. 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 Seller 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 Seller after acceptance (unless the return is for nonconformity following timely notice).

4. 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 as 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 Seller has any authority to bind Seller 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: Seller 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 Seller's breach of contract, negligence or other tortuous conduct, or otherwise); The liability of Seller for defective or undelivered goods and or the consequences thereof shall be limited solely (at the option of Seller) 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, Seller 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 ATI component or item.

- e. The remedies of the Buyer provided by these terms and conditions shall be the sole remedies of the Buyer.

5. INFRINGEMENT OF PATENTS, TRADEMARKS AND COPYRIGHTS

Buyer states that under no circumstances he shall engage in the infringement of any patent based upon the manufacture of any item he is seeking; Buyer shall indemnify and hold harmless Seller and Seller'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 Seller's written instructions or directions; Buyer shall defend or settle, at its own expense any action or suit in which Seller 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.

6. UPD SHEETS

Unique Part Descriptor PDF documents (UPD Sheets) are an invention of ATI and protected by copyright law. ATI 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 ATI 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 ATI, Buyer shall destroy, erase and delete all UPD Sheets loaned to Buyer or in Buyer's possession.

7. MISCELLANEOUS

- a. LIMITATIONS OF ACTIONS: No action against Seller 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 Sellers 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 Seller.

- d. 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 Seller 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. No term or condition of this agreement shall be binding on Seller unless agreed by Seller in writing.

- e. SUCCESSORS IN INTEREST: The terms and conditions set forth herein are binding upon all successors in interest of either party.

- f. These TERMS AND CONDITIONS are subject to change without notice.