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PURCHASING GENERAL TERMS AND CONDITIONS

1. ACCEPTANCE/AGREEMENT. This purchase order constitutes Buyer's offer to Seller and shall become a binding contract containing the terms and conditions set forth herein (the "Agreement") when it is accepted by Seller. Seller's acceptance of the order, including all the terms and conditions contained herein, may be manifested by any of the following acts: signing and returning a copy of the order; delivery of any goods ordered; informing the Buyer in any manner of commencement of performance; returning Seller's own form of acknowledgement. Acceptance of the offer represented by this order is expressly limited to the terms of this purchase order. This order contain all of the terms and conditions of this transaction and no term or condition at variance with this order proposed by Seller in acknowledging or accepting this order will be binding on Buyer unless specifically accepted in writing by Buyer. Any attempted revision or modification of the terms contained herein by Seller not expressly and specifically accepted is hereby objected to. Seller shall not ship under reservation. Failure of Buyer to enforce any right hereunder shall not constitute a waiver of such right or any other rights hereunder. This purchase order and the Agreement entered into pursuant to its acceptance by Seller shall be governed and interpreted in accordance with the laws of the state of Missouri. The seller shall not assign this order or any part thereof without the prior written consent of Buyer and any such attempted assignment shall be null and void.

3. DELIVERY/SHIPPING/QUANTITY. Time is of the essence of this agreement. The dates indicated by Buyer for the goods, material, or work to be delivered or performed under this Agreement shall have the same importance as the price and quantity. Failure to deliver or perform in a timely manner shall be considered a breach of the Agreement and Seller agrees to pay Buyer an amount equal to the amount of any penalties or damages imposed upon or incurred by Buyer due to Sellers failure to deliver goods or materials or perform work in accordance with delivery schedules.

Shipping instructions will be furnished by Buyer. All items must be suitably packed and prepared and shall comply with carrier regulations for the method of shipment specified. No charges for packing or crating will be paid by Buyer unless otherwise stated in the order.

Seller shall give Buyer advance notice of shipment containing the order number, description of item and routing together with an original copy of the bill of lading or express receipt. A complete packing list must accompany each shipment. If the shipping instructions are other than F.O.B. destination, Seller agrees that it will not purchase insurance for Buyer's account covering the items shipped pursuant to this agreement, except where shipment is subject to released valuation ratings, in which case shipment will be at the lowest rating.

In the event that goods or materials vary in quantity or quality from that which is stated on the face of the order, or are not delivered in the manner specified within the scheduled delivery dates, Buyer reserves the right to refuse to accept such goods and material or to accept such goods as may be conforming and return non-conforming goods to Seller at Seller's expense, and in no event shall buyer be liable for payment for or damage to such items.

6. DATA/PATENTS/PROPRIETARY INFORMATION. No rights in any plans, drawings, designs, software and specifications or other data furnished by Buyer shall pass to Seller. No documents or instruments furnished by Buyer shall be used other than in fulfillment of this order or released to third parties without the written consent of Buyer.

To the extent that the items ordered are manufactured in accordance with designs or specifications not originating with Buyer, Seller guarantees that the sales and/or use of such items delivered hereunder will not infringe any United States or foreign patents. Seller agrees to indemnify and save Buyer and its customers harmless from any expense, loss, cost, damage, or liability which may be incurred on account of infringement or alleged infringement of patent rights with respect to such items and to defend, at Seller's expense, any action or claim in which such infringement is alleged, provided Seller is notified of such actions or claims against Buyer.

7. SELLER'S WARRANTY. In addition to any other express or implied warranties made by Seller, Seller warrants that only new materials will be used in items to be delivered under this order and that at the time of delivery to Buyer, all goods, materials or services will fully, conform to workmanship and materials and, where they are of Seller's design, will be free from design defects. All rights under this warranty shall survive any delivery to, inspection of, acceptance of, or payment for the goods, materials or services furnished hereunder and shall inure to the benefit of and be

2. INVOICES/PAYMENT. Individual invoices must be issued for each purchase order. Each invoice must show the order number and should itemize applicable federal excise, state or local taxes separately. If not so itemized, the price or prices will be deemed to include all such taxes and the price or prices will not be changed as a result of Seller's failure to include therein any such applicable tax.

Invoices for payment shall be supported by such documents in such form as Buyer may reasonably require and shall bear such certifications as may be required by this order. Except as otherwise expressly provided on the face of this purchase order, all payments are contingent upon acceptance by Buyer of the goods or materials supplied or the work performed hereunder.

Unless otherwise specified, upon acceptance of such goods, materials or work, Seller shall be paid the amount due less any discounts or deductions. Discount periods shall commence on the date the Buyer received the goods or materials or an acceptable invoice, whichever is later, and shall be considered earned; where such date falls on or before the fifteenth of the month, if payment is mailed on or before the twenty-fifth of that month, or where such date falls after the fifteenth of the month. All payments are subject to adjustment for shortage or rejection.

4. CHANGES/TERMINATION. Buyer may at any time by written change order, suspend performance in whole or in part, make changes in drawings, designs, specifications, method of shipment or packing, time or place of delivery, or require additional or diminished work. If any such change causes an increase or decrease in the cost of or the time required for performance, an equitable adjustment shall be made in the order price or delivery schedule or both and this order shall be modified accordingly in writing. Any claim by Seller for such adjustment must be made within (30) thirty days from the date of receipt by Seller of the change order.

Buyer shall have the right to cancel the purchase order or any part thereof for its convenience at any time. If production of the goods or materials or performance of services hereby ordered has not commenced. Buyer's liability, in the event of such cancellation, shall be limited to actual expenditures incurred by Seller in furtherance of this order. If production of the goods or materials or performance of the services has commenced, Buyer's liability shall be limited to acceptance and payment for goods, materials, and services the manufacture or performance of which has been completed in accordance with this order and to payment for actual expenditures incurred by Seller with respect to the balance of the order. Buyer shall also have the right at any time to elect to have Seller suspend work on goods, materials or performance of services ordered pending a determination of whether or not Buyer will cancel the order. If Buyer subsequently elects to cancel the order, its liability to Seller shall be determined as aforesaid, but Buyer shall not be liable for costs or expenses incurred by Seller after the date of Buyers Election to suspend work. Buyer shall also have the right to cancel without liability if Seller's rights hereunder are assigned without the written consent of Buyer or in the event the Seller becomes bankrupt or insolvent or makes an assignment for the benefit of creditors.

6. DISPUTES. Any claim, controversy of dispute concerning questions of fact or law arising out of or relating to this order shall be decided by Buyer. The decision of Buyer shall be final and conclusive unless within 30 days of receipt of such decision, Seller mails or otherwise furnishes to the American Arbitration Association, with a copy to the Buyer, a written demand for arbitration of the claim, controversy or dispute pursuant to the rules of said Association.

Any such arbitration shall be held at such places, as the parties shall agree upon and, in the absence of such agreement, within the state in which the place of issuance of this purchase order is located. Costs and expenses of the arbitration shall be borne equally by both parties unless otherwise provide by the arbitrator. Judgement upon an award rendered by the arbitrators may be entered in any court of competent jurisdiction.

8. NON-DISCRIMINATION. Seller warrants that it shall not, in performing the work required by Buyer, discriminate against any employee or applicant for employment on the basis of race, creed, color, age, sex or national origin, or on the basis of the employee or applicant being a disabled veteran or veteran of the Vietnam Era, in regard to any position for which the employee or applicant is qualified; that it shall comply with the provisions of the Civil Rights Act of 1964 and Executive Order 11246, with the Rehabilitation Act of 1973, and with the Vietnam Era Veteran's Readjustment

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enforceable by Buyer or its customers. Buyer shall have the right to reject goods, materials or services because of Seller's breach of warranty, delay in performance, or nonconforming delivery or performance and to revoke any acceptance if use of the good, materials or services reveals defects not apparent upon receipt or inspection. If Buyer so rejects or revokes, Buyer may, at its option, and in addition to any other rights or remedies it may have, exercise the following rights and remedies with respect to all or part of the goods, materials or services; (a) without making payment therefor, retain the goods or materials at Seller's risk and expense, subject to Seller's order; (b) return the goods and materials to Seller, at Seller's risk and expense, of repair, replacement or credit, at Buyer's option; (c) without making payment therefor, retain the goods subject to the Seller granting an equitable reduction in price; (d) repair the goods at Seller's expense; (e) perform, or cause to be performed, the services at Seller's expense; (f) withhold payment until the Seller has performed the service in accordance with the terms of the Agreement; and (g) withhold payment and terminate the Agreement without further liability on the part of the Buyer. Neither receipt of the goods nor payment therefor shall constitute waiver of this provision.

10. RISK OF LOSS. Seller shall assume the following risks: (a) all risks of loss or damage to all products, work in process, materials or other items until the delivery thereof as herein provided; (b) all risks of loss or damage to third persons and their property until the delivery of all the products as herein provided; (c) all risks of damage to any property received by Seller from Buyer, or held by Seller or its supplier to the account of Buyer, including property furnished by the U.S. Government, as the case may be; (d) all risks of loss or damage to any of the goods or materials or portion thereof rejected by Buyer for the time of shipment thereof to Seller until redelivery thereof to Buyer.

11. NON-CONFORMING PRODUCT. Missouri Metals shall be notified of any nonconforming product. The organization shall ensure that product which does not conform is identified by suitable means so that to prevent its unintended use or delivery. When non-conforming product is detected after delivery Missouri Metals shall be notified and actions shall be taken appropriate to the effects, or potential affects of the non conformity. All non-conforming product shall be returned to Missouri Metals for their review and final disposition.

Assistance Act of 1974 and Executive Order 11701, all of the foregoing as amended or superceded, and with respective rules and regulations promulgated there under, all of which are hereby incorporated by reference.

9 STATUTES/UNITED STATES GOVERNMENT PROCUREMENT REGULATIONS. Seller agrees, in all matters connected with the performance of this order, to comply with all local, state and federal laws and executive orders and regulations issued pursuant thereto including, but not by way of limitation the applicable provision of the Fair Labor Standards Act of 1938, as amended and the Occupational Health and Safety Act.

If on the face hereof there appears a Government contract number or other indication that the procurement of goods, material or services hereunder is pursuant to contract or subcontract issued by an agency or department of the United States, Seller agrees that Seller's duties and obligations under this Agreements as specified herein shall be deemed to have been modified to conform with and Seller's performance hereunder shall comply with all requirements imposed by statute, regulation or otherwise upon a subcontractor of vendor providing goods, materials, or services intended to be used or consumed by, or performed for the benefit of an agency or department of the United States.

12. AUDIT RIGHTS. Buyer, Buyer's customer and government regulatory agencies have the right of entry at Seller's facility to verify the quantity of the contracted work, records and materials. If Seller subcontracts work in fulfillment of this purchase order, this right of entry clause shall apply to the subcontractor and shall appear on the Seller's purchase order to the subcontracted supplier. All records will be retained for a minimum of (10) ten years.

13 QUALITY NOTE REQUIREMENTS. Missouri Metals purchase orders will state the following quality requirements on issued purchases orders. The quality notes are as follows.

1. Material test reports required.
2. Certifications required.
3. CMM reports required
4. First article required.
5. No subcontracting allowed
6. Return all wooden boxes or you will be debited.
7. Return all tools and or mylars with parts.
8. DPD requirements per Operational procedure 1:10 and Boeing D6-51991
9. Awareness:
 - Relevant quality management System documented information and changes thereto
 - Contribution to product or service conformity
 - Contribution to product safety
 - Importance of ethical behavior
 - Prevention of counterfeit part

The United States Government Procurement Regulations are obtainable from the Superintendent of Documents U.S. Government printing office, Washington, D.C.