

PURCHASE ORDER TERMS AND CONDITIONS

1. Binding Agreement. This purchase order ("Purchase Order") shall constitute Tri Star Metals, LLC's ("Purchaser") offer to purchase goods from the seller referenced herein ("Seller") according to the terms and conditions hereof. Purchaser and Seller agree that the terms and conditions set forth herein shall constitute a part of each Purchase Order, and shall be incorporated therein and made a part thereof (collectively, this "Agreement").

PURCHASER EXPRESSLY LIMITS OFFER AND ACCEPTANCE TO THE TERMS AND CONDITIONS CONTAINED HEREIN, AND THESE TERMS AND CONDITIONS ARE THE ONLY TERMS AND CONDITIONS UNDER WHICH PURCHASER AGREES TO BE BOUND. THIS AGREEMENT SHALL BE DEEMED ACCEPTED BY SELLER AND SHALL CONSTITUTE THE ENTIRE AGREEMENT BETWEEN THE PARTIES WITH RESPECT TO THE SUBJECT MATTER HEREOF UPON ANY OF THE FOLLOWING: (A) SELLER'S ACKNOWLEDGEMENT OF THE PURCHASE ORDER; (B) SELLER'S COMMENCEMENT OF PERFORMANCE; OR (C) SELLER'S ACCEPTANCE OF ANY PAYMENT UNDER THE PURCHASE ORDER. ANY TERMS AND CONDITIONS CONTAINED IN ANY DOCUMENTS DELIVERED BY SELLER WHICH ARE DIFFERENT OR ADDITIONAL SHALL BE NULL AND VOID AND ARE OBJECTED TO BY PURCHASER.

2. Quantity; Prices. The specific quantity ordered shall not be changed without Purchaser's written consent. No Purchase Order may be filled at higher prices than listed on the Purchase Order or the Seller's price list, as applicable, unless approved by Purchaser in writing prior to shipment. Unless otherwise specified herein, prices include all customs duties and sales, use, excise, retailer's occupation, value-added taxes or any other impositions payable by reason of this transaction.

3. Changes. Seller may not make changes in any Purchase Order without the prior written consent of Purchaser. Purchaser reserves the right to make changes in the quantity, specifications, delivery date and shipping instructions of a Purchase Order. If any such change causes any increase or decrease in the cost of, or the time required for, performance of any such Purchase Order, Seller shall notify Purchaser in writing, and an appropriate equitable adjustment will be made in the price or time of performance, or both, by written modification of the Purchase Order. Any claims by Seller for such adjustment must be asserted within [15 days] after Seller's receipt of notice of the change.

4. Packing. Seller shall pack, mark and ship all goods in accordance with the requirements of the Purchase Order and good commercial practices, and in a manner that will permit the securing of the best transportation rates. Damage to any article resulting from improper packaging will be charged to the Seller. No additional charges will be allowed, unless stated in the Purchase Order. Packing slips must accompany all shipments. Purchaser's count will be accepted as final and conclusive on all shipments not accompanied by packing slips. Purchaser's Purchase Order number and Seller's packing slip number, description and count must appear on all invoices and packages. Seller covenants, represents and warrants that the packaging of the goods ordered herein shall be adequate for the transit of the goods undamaged so long as the integrity of the container is maintained.

5. Title; Delivery.

(a) Title and risk of loss of the goods will pass to Purchaser at the point of delivery to Purchaser's location. Seller agrees that time is of the essence in the performance of Seller's obligations hereunder. In accepting a Purchase Order, Seller agrees to make deliveries in such quantities and at such times as specified by Purchaser, and failure to do so will constitute a breach of contract. Purchaser shall not be liable for payment of goods delivered to it in excess of quantities specified by Purchaser. Unless otherwise specified in the Purchase Order, all deliveries shall be made F.O.B. at the "ship to" address

specified in such Purchase Order. Seller shall deliver in accordance with the delivery dates specified in this Purchase Order or, if a delivery date or dates are not specified, then only as authorized in shipment releases issued by Purchaser to Seller. If Seller's deliveries fail to meet such schedule, Purchaser, without waiving any of its other rights or remedies, may (a) direct expedited routing at Seller's expense; or (b) cancel the Purchase Order by notice, effective upon receipt, as to any or all units not yet shipped and to purchase substitute goods and charge Seller with any loss or damage incurred by Purchaser.

(b) Purchaser shall have the right to reject any goods that are tendered by Seller in advance of the date scheduled for delivery, to accept early delivery of goods and defer payment until after the scheduled delivery date or to accept early delivery of goods and place such goods in storage at Seller's risk and expense until the scheduled delivery date. Purchaser may, from time to time, change delivery schedules or direct temporary suspension of scheduled shipments pursuant to this Agreement. Purchaser shall have the right to reject and not pay for any goods that are not delivered in accordance with Purchaser's specifications or the terms of this Agreement.

6. Inspection; Returns.

(a) Notwithstanding any prior inspection or payment in whole or in part, all goods are subject to final inspection and acceptance at Purchaser's warehouse or other designated location. Purchaser may reject or revoke acceptance of any and all nonconforming or defective goods. At Purchaser's discretion, but without limiting any of Purchaser's other rights or remedies at law or in equity, Seller shall, at its own risk and expense (i) accept Purchaser's return of the non-conforming goods to Seller, (ii) promptly replace the rejected goods, or (iii) grant a full refund or credit to Purchaser for the rejected or revoked goods.

(b) Purchaser shall not be liable for failure to accept any part of the goods or services purchased hereunder if such failure is the result of any cause beyond the control of Purchaser including without limitation, fires, floods, acts of God, strikes, differences with employees, casualties, delays in transportation, inability to obtain necessary materials, utility services for machinery, or total or partial shutdown of Purchaser's facilities for any cause. Acceptance of any part of the goods ordered hereunder shall not bind Purchaser to accept future shipments or waive its right to revoke acceptance of goods previously delivered.

7. Payment Terms; Invoices. Payment shall be due no less than 60 days after Purchaser's acceptance of the goods that are the subject of the Purchase Order, or such greater period as the parties may otherwise specifically agree to in writing in this Purchase Order. Any discount or payment period shall be calculated from the date each correct invoice reaches Purchaser. Invoice and duplicate must be mailed immediately upon shipment, together with the original bill of lading or other bona fide receipts attached thereto. All payments shall be made in U.S. dollars.

8. Termination. Seller may not cancel or terminate the Purchase Order. Purchaser may cancel or terminate the Purchase Order at any time at its convenience or if Seller is in breach of any of these terms and conditions or of any other agreement between Seller and Purchaser. If Purchaser terminates for a breach, Seller shall not be entitled to any claim for damages or for the cost of any work or goods, whether completed or in process. If Purchaser terminates for its convenience, Seller's sole and exclusive remedy shall be a claim for its direct costs actually incurred for any work or goods completed or in process at the time of termination. Any such claim must be submitted within [20 days] of the termination and may not include the cost of any special tooling or design or general equipment unless such items have been specifically approved by Purchaser prior to the termination. Purchaser may also terminate any or all Purchase Orders without liability to Seller if Seller files or has filed against it a petition in

bankruptcy or is adjudged a bankrupt, or if Seller becomes insolvent, or makes an assignment for the benefit of creditors, or discontinues its business or a receiver is appointed for Seller or Seller's business. In the event of such termination by Purchaser, Seller shall, in addition to Purchaser's other remedies at law and in equity, either send to Purchaser all materials relating to each Purchase Order, including all completed goods and goods in progress, or provide Purchaser with evidence of their destruction, which such determination shall be made at Purchaser's sole discretion.

9. Confidentiality. Seller has received and shall hold in strict confidence, all Information. For purposes of this Agreement, the term "Information" means all information (including materials that contain information) that has been learned by Seller or disclosed to Seller by or on behalf of Purchaser (whether such information is owned by Purchaser or by any other entity with whom Purchaser is doing business) or that will be developed in the course of Seller's performance under any Purchase Order for Purchaser relating to (i) Purchaser or any of its successors or assigns; (ii) Purchaser's clients or any of their respective successors or assigns; (iii) each Purchase Order; (iv) the goods and/or services to be provided under each Purchase Order. Such Information includes, but is not limited to, trade secrets, drawings, plans, designs, specifications, manufacturing, research and development data, inventions, know-how, processes, procedures, costs, suppliers, methods, sales, customer information and lists, financial data, business plans and any other information revealed to Seller pursuant to this Agreement. Seller will promptly return the Information to Purchaser and discontinue all use of the Information upon expiration or termination of the applicable Purchase Order or at Purchaser's request. Seller covenants and agrees that it shall not disseminate, reveal, or otherwise make available to others, or use for its own purpose, any Information. Seller shall not disclose to Purchaser or use in the course and scope of Seller's performance hereunder any information of other persons or entities that Seller does not have a lawful right to use or disclose.

10. Proprietary Rights.

(a) No ownership in any copyrights, trademarks, trade names, trade secrets, design patents, trade dress, designs, characters, or other elements of the goods produced by Seller pursuant to this Agreement is or will be deemed to be transferred to Seller hereby or under any Purchase Order. Seller hereby transfers, conveys and assigns to Purchaser all of its rights, title and interest in and to all materials and ideas, if any, newly created by Seller in the performance of Seller's services hereunder, including all materials and ideas that may be the subject of copyright, patent or trademark or other proprietary protection. Seller agrees to execute and deliver to Purchaser such further documents as may be required to evidence the same. Seller agrees that the payments pursuant to the Purchase Order are full and complete compensation for all obligations assumed by Seller thereunder, and the assignment of inventions or developments or copyrightable subject matter does not entitle Seller to any additional compensation.

(b) Unless Purchaser's written approval is obtained, Seller may not include in the goods sold to Purchaser any work of authorship in which copyright is not owned by Seller. If Seller incorporates any work of authorship not owned by it in such goods, then Seller shall acquire for Purchaser any rights necessary to perfect a perpetual, royalty-free, transferable license to use, modify, license, sublicense or otherwise transfer or use such work of authorship. The rights of Purchaser with respect to goods sold to it by Seller include, but are not limited to: (i) the right to use the goods sold by Seller in any manner as Purchaser determines; (ii) the right to alter or rearrange such goods; and (iii) the right to sell or otherwise exploit such goods. Purchaser's rights shall be exclusive throughout the world and Seller shall not use, license or permit the use of such goods for any other purpose.

(c) The obligations of this Section shall survive the completion of performance and expiration or termination of the Purchase Order.

11. Software. Unless otherwise agreed to in writing by Purchaser, the provisions of Section 10 above apply equally to any software (including computer programming, source and object code, and HTML formatting) that may constitute or be included in the goods sold to Purchaser (the "Software"). In the event Seller retains ownership of any such Software, as identified on the fact of this Purchase Order, Seller hereby grants to Purchaser a perpetual, royalty-free, transferable license to use, modify, license, sublicense or otherwise transfer or use such Software.

12. Representations and Warranties.

(a) In addition to all representations and warranties provided and implied by law, Seller expressly represents and warrants that all goods and services to be provided pursuant to each Purchase Order shall: (i) conform to specifications, drawings, samples or other descriptions furnished by Seller or specified by Purchaser; (ii) be free of all liens and encumbrances, (iii) be merchantable, of good material and workmanship and free from defects; (iv) be fit and sufficient for the purpose intended; (v) except for the materials furnished to Seller by Purchaser, the goods shall not infringe upon any patent, trademark or other proprietary right of, or constitute unfair competition with, any other party and no such other party has any rights in, to, or arising out of, such goods; (vi) Seller has full and exclusive right and power to enter into this Agreement; (vii) all models and any other likenesses that are used in the goods, and the owner of any unique or unusual inanimate objects that are used in the goods, have executed releases allowing unlimited use by Purchaser, and Seller shall not be entitled to payment for the goods unless all releases have been delivered to Purchaser in a timely manner; (viii) the goods and services comply with and/or have been produced in accordance with all applicable federal, state and municipal laws and regulations.

(b) Purchaser's approval of specifications, drawings, samples or other descriptions furnished by Seller shall not relieve Seller of its obligations, representations or warranties hereunder. These representations and warranties shall survive any inspection, acceptance or payment by Purchaser, and shall be for the benefit of Purchaser, and its subsidiaries, successors, assigns, affiliates, agents, contractors, customers, employees, officers, managers, and the end-users of the goods or services to be provided pursuant to the Purchase Order.

(c) In the event of breach of a representation or warranty, Purchaser shall be entitled to all rights and remedies available at law and in equity, including but not limited to, credit, replacement or repair of defective goods at Purchaser's option, costs of removal of the goods from any component, assembly or system into which the goods may have been incorporated, reinstallation of non-defective goods, and cost of return of the goods. Seller shall also reimburse Purchaser for any direct, incidental and consequential damages caused by such nonconforming goods including, but not limited to costs, expenses and losses incurred by Purchaser: (i) in inspecting, sorting, repairing or replacing such goods; (ii) resulting from any production interruptions; (iii) conducting any recall campaigns or other corrective actions and (iv) claims for personal injury or property damage.

13. Compliance with Laws; Fair Trade Practices. This Agreement shall be deemed to include, to the extent applicable, all requirements of any federal, state or local law. Seller represents and warrants it has all legally required licenses, permits and authorizations applicable to Seller or to the conduct or operation of its business, including Seller's performance hereunder. Seller further represents and warrants that the goods supplied hereunder will have been produced in compliance with, and Seller shall comply with in its performance hereunder, all applicable federal, state, and local statutes, laws, orders, rules, regulations, ordinances and conventions, including without limitation, those that relate to equal employment opportunity, wages, overtime pay, hours and conditions of employment, discrimination, occupational health and safety, product safety, labeling and environmental matters, all of which are incorporated herein by this reference. Seller shall not engage in any unfair trade practices with respect to its performance under this Agreement, or with respect to Purchaser, or any of Purchaser's subsidiaries, successors, assigns, affiliates, agents, contractors, customers, employees, officers or

managers. At Purchaser's request, Seller shall certify in writing its compliance with all of the foregoing.

14. Failures; Recalls. Seller shall reimburse Purchaser for all losses and expenses incurred or sustained by Purchaser, both direct and indirect, including all losses of profits or damage to good will or reputation, and in addition to all other damages recoverable under the Uniform Commercial Code, that are attendant to a recall or retrofit of Seller's goods purchase by Purchaser, or of Purchaser's goods that incorporate Seller's goods when such a recall or retrofit is caused by Seller's goods.

15. No Counterfeiting. Seller shall not make available, directly or indirectly, intentionally or inadvertently, to any person or entity, any product, design, sample or other information that would assist or allow such person or entity to reproduce or produce copies of, in whole or in part, the goods that are the subject of the Purchase Order. If Purchaser determines that, as a result of any act or omission of Seller, goods confusingly similar in appearance or design to the goods that are the subject of the Purchase Order are being sold in competition with Purchaser's goods (other than those goods sold by or on behalf of Purchaser), Purchaser shall have the right to terminate this Agreement immediately upon notice to Seller, and shall have the right to pursue any legal or equitable remedies. Without limiting the foregoing, any diminution in the value of any copyright, patent, trademark or other proprietary right of Purchaser shall be considered an indemnifiable loss for purposes of this Agreement.

16. Insurance. Seller agrees to maintain comprehensive general liability insurance including completed operations/goods liability with a standard broad form endorsement and/or excess umbrella liability with a combined single limit of not less than USD \$1,000,000 each occurrence and USD \$1,000,000 general aggregate covering bodily injury and property damage. All liability insurance required will include Purchaser as an additional insured. Each policy will provide for 30 days advance notice of cancellation to Purchaser. Seller agrees to deliver to Purchaser original certificates of insurance evidencing the insurance coverages specified. Purchaser's failure to require delivery of the insurance certificates will in no way be construed as a waiver of Seller's obligation to provide the insurance coverage specified.

17. Indemnification.

(a) Seller shall indemnify, defend and hold harmless the Indemnified Parties (as defined below) from and in respect of any and all liabilities, claims, causes of action, suits, losses, damages, fines, judgments, settlements, payments, taxes, interest, penalties, costs and expenses of any kind and nature whatsoever (including attorneys' fees and court costs) arising out of or resulting from: (a) any breach or alleged breach of any of the covenants, warranties, and representations made by Seller in this Agreement; (b) any act or omission of Seller, its employees, representatives, agents, contractors or suppliers resulting in Seller's failure to comply with the terms of this Agreement; (c) any act or omission by Seller, or any of its employees, representatives, agents, contractors or suppliers, resulting in bodily injury to or death of any person or damage to or destruction of property, whether belonging to an Indemnified Party or to any other person or entity; (d) any actual or alleged infringement of any trademark, patent, copyright or other proprietary right, by reason of the production, sale or use of the goods furnished hereunder; (e) failure of Seller to comply with all applicable federal, state, and local statutes, laws, orders, rules, regulations, ordinances and conventions; (f) the use in any manner by any third party of the goods or services sold to Purchaser. For purposes of this Agreement, the "Indemnified Parties" means Purchaser, each of Purchaser's subsidiaries, successors, assigns, licensees and affiliates, and all individual personal representatives, agents, customers, employees, officers, managers, directors, partners, shareholders and members of each of the foregoing.

(b) Purchaser reserves the right, without being required to do so, and without waiver of any indemnity hereunder, to defend, at Seller's expense, any claim, action, suit or proceeding coming within the scope of the foregoing indemnity provision and to employ

counsel on its own behalf. If any of the goods or services provided hereunder or any part thereof is held to constitute infringement and its use is enjoined, Seller shall at its own expense either procure for Purchaser, or any other Indemnified Party as the case may be, the right to continue using such goods or services or part thereof, or replace them with a non-infringing good or service. The obligations of this Section 17 shall survive the completion of performance and expiration or termination of the Purchase Order.

18. Assignment. The obligations of Seller under this Purchase Order may not be assigned or subcontracted in whole or in part without the prior written consent of Purchaser and any prohibited assignment shall be null and void for all purposes. No assignment or delegation shall relieve Seller of any of its obligations to Purchaser hereunder.

19. GOVERNING LAW. THIS AGREEMENT SHALL BE GOVERNED, CONSTRUED AND INTERPRETED IN ACCORDANCE WITH THE LAWS OF THE STATE OF ILLINOIS, EXCLUDING THE UNITED NATIONS CONVENTION ON CONTRACTS FOR THE INTERNATIONAL SALE OF GOODS. THE PARTIES SUBMIT AND CONSENT TO THE JURISDICTION OF THE COURTS OF THE STATE OF ILLINOIS, INCLUDING FEDERAL COURTS LOCATED THEREIN, SHOULD FEDERAL JURISDICTION REQUIREMENTS EXIST, IN ANY ACTION BROUGHT TO ENFORCE (OR OTHERWISE RELATING TO) THIS AGREEMENT.

20. Force Majeure. If either party fails to perform its obligations because of acts of God, enemy or hostile governmental action, or fire or other casualty, then that party's performance shall be excused. Neither party shall be liable for delays or defaults due to causes beyond its control and without its fault or negligence, provided that Seller delivers written notice setting forth the cause of the anticipated delay immediately to Purchaser whenever Seller has reason to believe that performance will not be made as scheduled. If Seller's delay or default is caused by a delay or default of a subcontractor or supplier, such delay or default shall be excused only if it arose out of causes beyond the control of both Seller and the subcontractor or supplier and without the fault or negligence of either of them, and the goods or services were not obtainable from other sources in sufficient time to meet the required delivery or performance schedule.

21. Independent Contractors. The relationship between Purchaser and Seller shall be that of independent contracting parties. Seller shall not in any manner represent that it or its employees or agents are employees or agents of Purchaser, and nothing contained in this Agreement shall be construed as authorizing Seller to create or assume any obligation or liability in the name of Purchaser or subject Purchaser to any obligation or liability. This Agreement shall not constitute a joint venture, pooling arrangement, partnership or formal business organization of any kind.

22. Setoff. All claims for money due or to become due from Purchaser shall be subject to deduction or setoff by Purchaser by reasons of any claim, counterclaim or debt arising out of or relating to this Agreement or any other transaction with Seller.

23. No Reservation of Security Interest; No Encumbrance. It is agreed that Seller shall not reserve a security interest in the goods once the goods have been delivered to and accepted by Purchaser. It is further agreed that Seller shall in no way encumber the goods nor impair the ability of Purchaser to obtain financing for the same.

24. Waiver; Severability. Purchaser's failure to insist upon the performance of any term or condition of this Agreement or to exercise any right hereunder on one or more occasions shall not constitute a waiver or relinquishment of Purchaser's right to demand future performance of such term or condition or to exercise such right in the future. If any provision of this Agreement shall be deemed invalid, illegal or unenforceable, the validity, legality and enforceability of the remaining provisions shall not in any way be affected or impaired thereby.

25. Purchaser's Remedies. Purchaser's remedies described herein shall be cumulative and in addition to any remedies allowed by law or in equity.

26. Survival. The respective obligations of the parties under this Agreement shall survive termination, cancellation or expiration of this Agreement.