



1. Acceptance – Supplier’s commencement of work on the goods subject to this purchase order or shipment of such goods, whichever occurs first, shall be deemed an effective mode of acceptance of Deloro Stellite’s offer to purchase contained in this purchase order. Any acceptance of this purchase order is limited to acceptance of the express terms of the offer contained on the face and back hereof. Any proposal for additional or different terms or any attempt by Supplier to vary in any degree any of the terms of this offer in Supplier’s acceptance is hereby objected to and rejected, but such proposal shall not operate as a rejection of this offer unless such variances are in terms of the description, quantity, price or delivery schedule of the goods, but shall be deemed a material alteration thereof, and this offer shall be deemed accepted by Supplier without said additional or different terms. If this purchase order shall be deemed an acceptance of a prior offer by Supplier, such acceptance is limited to the express terms contained on the face and on the back hereof. Additional or different terms or any attempt by Supplier to vary in any degree any of the terms of this purchase order shall be deemed material and are objected to and rejected, but this purchase order shall not operate as a rejection of the Supplier’s offer unless it contains variances in terms of the description, quantity, price or delivery schedule of the goods.

2. Documentation – All products, materials, services, and processes supplied or provided to Deloro Stellite shall be accompanied by an appropriate Certificate of Conformance (C of C), Certificate of Analysis (C of A), Certificate of Test, or Certificate of Calibration, etc. The supplier shall be responsible for maintaining and supplying this certification documentation as objective evidence of meeting purchase order and drawing/specification requirements. The supplier shall provide an appropriate certificate for each lot (shipment) of product supplied to Deloro Stellite. All products must be identified and traceable to material test reports through heat/lot numbers Failure to provide proper certification may result in payment being withheld until proper certification has been received.

3. Changes – Deloro Stellite shall have the right at any time to make changes in his order. If any such changes cause an increase or decrease in the cost, or the time required for the performance, an equitable adjustment shall be made and this order shall be modified in writing accordingly. Supplier agrees to accept any such changes subject to this paragraph. The Supplier shall notify the Deloro Stellite purchasing representative of changes that affect the operational proficiency of a facility; alterations in upper management or organization restructuring; alterations in the business name, location or ownership; processing capabilities, and any other pertinent changes that could hinder the capacity to conduct customary business activities or the quality of products and services.

4. Prevention of Counterfeit Parts – Deloro Stellite recognizes the use and supply of counterfeit parts and materials are serious global issues. Acceptance of this purchase order obligates the Supplier to only send authentic parts or authentic materials. Supplier shall provide written notification to Deloro Stellite if the Supplier becomes aware or suspects that it has furnished



counterfeit materials or parts to Deloro Stellite. Any product/material that cannot be verified as authentic with manufacturer will not be returned to the Supplier, but will be treated as counterfeit and government oversight will make the final disposition.

5. Fraud and Falsification – The recording of false, fictitious, or fraudulent statements or entries may be punishable as a felony under Federal Statute.

6. Applicable Law – Purchase orders are to be construed according to the laws of the State of Indiana, exclusive of the choice of law rules thereof, and shall not be governed by the provisions of the U.N. Convention of Contracts for the International Sale of Goods, 1980.

7. Patents – Supplier agrees upon receipt of notification to promptly assume full responsibility for defense of any suit or proceeding which may be brought against Deloro Stellite or its customers for alleged patent infringement, as well as for any alleged unfair competition resulting from similarity in design, trademark or appearance of goods or services furnished hereunder, and Supplier further agrees to Indemnify Deloro Stellite and its customers against any and all expenses, losses, royalties, profits and damages including court costs and attorneys’ fees resulting from any such suit or proceeding, including any settlement.

8. Warranty – Supplier expressly warrants that all goods and services furnished under this purchase order shall conform to all applicable specifications and descriptions, shall be merchantable, and will be free from any defects in material or workmanship. If Supplier knows or has reason to know the particular purpose for which Deloro Stellite intends to use the goods or services, Deloro Stellite warrants that such goods or services will be fit for such particular purpose. Deloro Stellite’s warranty shall run to Deloro Stellite, its successors, assigns and customers, and users of products sold by Deloro Stellite. Supplier shall indemnify and save Deloro Stellite harmless from any breach of this warranty, and no limitations on Deloro Stellite’s remedy in Suppliers’s documents shall operate to reduce this indemnification. This warranty is in addition to all warranties contained under the law.

9. Ethics – The Supplier shall ensure personnel are aware of the importance of ethical behavior, their contribution to product conformity, and their contribution to product safety.

10. Legal Compliance – Supplier shall comply with all applicable Federal, state, and local laws, rules, regulations, and ordinances relating to the manufacture, storage, sale, and delivery of all goods sold and delivered hereunder. Supplier agrees to defend, protect, indemnify, and hold Deloro Stellite harmless against all suits and any damages, penalties, claims, and demands arising out of the Supplier’s violation of such laws, rules, regulations, and ordinances.

11. Additional Compliance – Suppliers of Deloro Stellite shall comply with the latest revisions of Regulatory Compliance requirements as applicable; specifically, Conflict Minerals, REACH, RoHS, Prop 65 (California). If not in compliance the supplier shall notify Deloro Stellite prior to accepting a contract for delivery of any products.



12. Export/Import (ITAR) - Suppliers to Deloro Stellite shall be responsible for obtaining all necessary International Traffic in Arms Regulations (ITAR) or Export Administration Regulations (EAR) export approvals and for maintaining compliance with all export control requirements. If it is not clear whether this provision applies, contact the Deloro Stellite purchasing representative. All Deloro Stellite documents and / or technical data, electronic or otherwise furnished by Deloro Stellite as a provision of the purchase order shall be returned to Deloro Stellite upon completion or termination of the purchase order, or at the purchaser's discretion.

13. Termination for Convenience – Deloro Stellite reserves the right to terminate this order or any part hereof for its sole convenience. In the event of such termination, Supplier shall immediately stop all work hereunder, and observe any instructions from Deloro Stellite as to work-in-process. Supplier shall be paid an equitable adjustment for work already performed.

14. Cancellation – Deloro Stellite may also cancel this or any part hereof for cause in the event of any default by the Supplier, or if the Supplier fails to comply with any of the terms and conditions of this offer. In the event of cancellation for cause, Deloro Stellite shall not be liable to Supplier for any amount and Supplier shall be liable to Deloro Stellite for any and all damages sustained by reason of the default with gave rise to the cancellation.

15. Force Majeure – Deloro Stellite may delay delivery or acceptance occasioned by causes beyond its control. Supplier shall hold such goods at the direction of Deloro Stellite and shall deliver them when the cause affecting the delay has been removed. Deloro Stellite shall be responsible only for Supplier's direct additional costs in holding the goods or delaying performance of the agreement at Deloro Stellite's request. Causes beyond Deloro Stellite's control shall include government action or failure of the government to act where such action is required, strike or other labor trouble, fire, pandemic, or unusually severe weather.

16. Entire Agreement; Assignments – This purchase order, together with any documents referred to on the face hereof, constitutes the entire agreement between the parties and can only be modified by a writing signed by both parties. No part of this order may be assigned or subcontracted without the prior written approval of Deloro Stellite.

17. Delivery – Deliveries are to be made both in quantities and at times specified herein, or if not specified herein, in such quantities and at such times as are specified in Deloro Stellite's written instruction. Deloro Stellite is not obligated to accept early deliveries, late deliveries, partial deliveries or excess deliveries. If Supplier's deliveries fail to meet schedule, Deloro Stellite, without limiting its other rights or remedies, may either direct Supplier or terminate all or part of this order in accordance with the Cancellation provision hereof. Any additional handling charges resulting from Supplier's failure to comply with Deloro Stellite's shipping instructions will be charged to Supplier.

18. Indemnification – Supplier shall defend, indemnify and hold harmless Deloro Stellite against all damages, claims or liabilities and expenses (including attorneys' fees) arising out of or resulting



in any way from any defect in the goods or services purchased hereunder, or from any act or omission of Supplier, its agents, employees or subcontractors. This indemnification shall be in addition to the warranty obligations of Supplier.

19. Limitation of Liability / Statute of Limitations – Deloro Stellite’s liability for damages, whether based upon negligence, breach of warranty, breach of contract or otherwise shall not include liability for special, incidental, punitive or consequential damages. Any action resulting from any breach on the part of Deloro Stellite as to the goods or services delivered hereunder must be commenced within one year after the cause of action has accrued.

20. Right of Entry / Surveillance – Supplier will provide Deloro Stellite, Deloro Stellite’s customers, and regulatory agencies access and right of entry to Supplier’s facilities at all reasonable times to determine and verify the quality of work, materials, and technical records associated with purchase orders.

21. Source Inspection – If explicitly required on the purchase order, Deloro Stellite will conduct a source inspection at the Supplier’s facility. The inspection shall be performed by the Supplier and shall be witnessed by Deloro Stellite. The sample size will be determined by Deloro Stellite. If a less than 100% inspection is required, Deloro Stellite will choose the sample products to be inspected. The Supplier shall have available and present upon request, documented evidence of in-process and/or final inspection data. Prior to shipment, all required documentation must be signed by a Deloro Stellite Quality representative or an appointed person designated by Deloro Stellite’s Quality Manager.

22. Proprietary Information / Confidentiality – Supplier shall consider all information furnished by Deloro Stellite to be confidential and shall not disclose any such information to any other person, or use such information itself for any purpose other than performing this contract, unless Supplier obtains written permission from Deloro Stellite to do so.

23. Quality Management System (QMS) Requirements – Unless otherwise directed by Deloro Stellite, all suppliers must maintain a quality system that complies with the requirements of ISO 9001 or AS 9100,. Immediate notification is required in the case of non-compliance to QMS (e.g. loss of 3rd party accreditation).