

**AMG TITANIUM LLC
GENERAL TERMS AND CONDITIONS OF PURCHASE**

1. EXCLUSIVE TERMS AND CONDITIONS

These terms and conditions are incorporated into and made a part of the agreement or proposal ("Agreement") by AMG Titanium LLC or any of its subsidiaries, affiliates, and unincorporated divisions ("Purchaser") to buy from the named manufacturer, distributor, supplier, or other seller (the "Seller") the goods ("Goods") and Services (the "Services") referenced on the face of this document. The Agreement expressly limits Seller's acceptance to the terms of the Agreement, together with such plans, specifications, or other documents as are incorporated by reference on the face of the Agreement. The Seller shall not propose any terms or conditions in its acceptance that change, to any extent, the terms, and conditions of this Agreement. Contrary provisions in Seller's quotations, acknowledgements, or any other document (including any document specifically incorporated herein in accordance with the paragraph titled "Entire Agreement; Survival of Obligations" below) that Seller sends in response to the Agreement, or has sent to Purchaser to solicit the Agreement, are hereby rejected and are void, no matter whether Seller tenders to Purchaser a paper form containing Seller's terms and conditions, whether Seller sends Seller's terms and conditions to Purchaser electronically via e-mail or any similar electronic medium, or whether Seller tenders Seller's terms and conditions to Purchaser by any other means. The terms and conditions of this Agreement constitute the complete and exclusive statement of the terms and conditions of the contract between the parties, supersede any conflicting terms in Seller's proposal, acknowledgement or written acceptance of this Agreement and may be modified only by written instrument executed by both parties.

2. ACCEPTANCE

Acceptance of this order ("Purchase Order") is expressly limited to the terms and conditions set forth in this Purchase Order. This Purchase Order becomes a contract (a) upon receipt by the Purchaser of the duplicate copy of this Purchase Order accepted by the Seller in writing, or (b) commencement of performance of the work called for herein. Purchaser may withdraw this Purchase Order at any time before it is accepted by Seller.

3. DELIVERY; TIME OF ESSENCE

Time of delivery is of the essence of this Agreement. Seller shall ship and deliver all Goods in accordance with Purchaser's instructions or, absent such instruction, in accordance with other commercially reasonable methods. Seller covenants and agrees to perform its obligations in strict accordance with all production and delivery schedules appearing on the face of this Agreement. The due date noted on the Purchase Order is the date that the Goods or Services must be received at the Purchaser's location. In the event of the Seller's failure to deliver as and when specified, the Purchaser reserves the right to cancel this order, or any part thereof, without prejudice to its other rights, and Seller agrees that the Purchaser may return part or all of any shipment so made and Seller will be liable for resulting damages, including incidental and consequential damages.

4. DELIVERY INSTRUCTIONS; CUSTOMS/EXPORT CONTROL

Seller shall ship the quantity specified on the Purchase Order. When shipping Goods or items, Seller must provide a "packing list" with each shipment. Unless otherwise stated on the face of the Purchase Order, all Goods and Services are to be shipped and provided freight prepaid, FOB Destination. The "packing list" must include the Purchaser's Purchase Order number, Purchase Order line item number, description of item(s) shipped, and quantity of the item(s) shipped.

The following information must be included in all delivery and commercial documents:

- a) Customs tariff number of Country of dispatch;
- b) Country of origin;
- c) Information as to whether the Goods or materials have preferential origin, and if yes, transmission of the corresponding long-term supplier declaration is necessary;
- d) Information as to whether Goods or materials are covered by the export list or EC Dual Use Regulation, and if yes, notification of the list number is necessary; and
- e) Information as to whether Goods or materials are additionally subject to US export control regulations, and if yes, indication of the ECCN is required.

5. CANCELLATION

Purchaser reserves the right to immediately cancel this Agreement, without liability, in the event of the happening of any the following: insolvency of Seller; the filing of a voluntary petition in bankruptcy by Seller; the filing of an involuntary petition to have Seller declared bankrupt; the appointment of a receiver or trustee for Seller; the execution by Seller of an assignment for the benefit of creditors; the taking of possession of any substantial part of Seller's property by any government agency; or the suspension of Seller's usual business.

If Seller fails to perform as specified herein or fails to progress hereunder so as to endanger performance or if Seller breaches any of the terms hereof, Purchaser reserves the right, without any liability, (i) to cancel this Agreement in whole or in part, by written notice to Seller and Seller shall be liable to Purchaser for all damages, losses and liability incurred by Purchaser directly or indirectly resulting from Seller's breach, or (ii) to obtain the Goods or Services ordered herein from another source with any excess cost resulting therefrom chargeable to Seller. Except as noted in the above paragraph, Purchaser reserves the right to cancel this Agreement or any purchase order hereunder at any time for any reason upon thirty (30) days notice. If Purchaser elects to terminate under this clause, the Seller shall gather all reasonable costs incurred to date in performance of the purchase order and submit a termination claim to the Purchaser within 60 days of the notice of termination. Upon a review of this claim, including a potential audit, Purchaser will reimburse Seller for all reasonable costs incurred.

6. TITLE; RISK OF LOSS AND PLACE OF CONTRACT

Unless otherwise specified, title to material shall pass to the Purchaser FOB Point of Destination. Seller shall bear the risk of loss for all Goods at all times prior to the passage of title to Purchaser. Seller warrants that good marketable title to all Goods shall pass to Purchaser free and clear of any liens, encumbrances or charges, and Seller shall indemnify Purchaser from and against all damage or loss, including attorney's fee, arising out of any breach of this warranty of title. This Purchase Order and the contract arising upon its acceptance shall be deemed to have been made in New Castle, Pennsylvania and shall be interpreted solely according to the internal laws of the Commonwealth of Pennsylvania.

7. MODIFICATIONS BY PURCHASER

Purchaser reserves the right to make changes, including cancellations, in specifications and drawings, shipping instructions, quantities, and delivery schedules. If any such change causes an increase or decrease in cost of, or time required for performance of this Agreement, then an equitable adjustment shall be made in the price or the delivery schedule or both. Any claims by Seller for adjustment must be made within 30 days of the date the change is ordered.

8. MODIFICATIONS BY SELLER

In the event of planned changes to production processes, supplier parts, or materials for the Goods, in the event of relocations of production sites, changes to processes or equipment for testing the Goods, or other measures that may affect the safety and/or quality of the Goods, Seller must notify Purchaser well ahead of delivery of the Goods. Any changes to specifications and manufacturing processes defined in writing require the Seller's prior written approval. All changes, regardless of whether such changes require approval or not, must be documented and disclosed upon request.

9. EXTRAS/MODIFICATIONS BY SELLER

- a) Unless authorized in writing by a purchase order supplement, no extras will be allowed over the price shown on the Purchase Order. Any over shipments or unauthorized shipments may be returned by the Purchaser to the Seller at the Seller's expense.
- b) No extras will be allowed for packing boxes, crating or cartage, and no containers are returnable unless specified on the Purchase Order.
- c) Quantities of merchandise or services shall not vary from the amount specified on the reverse side hereof without the written consent of the Purchaser.
- d) If tools or molds purchased on this order are not sent to Purchaser at the conclusion of this order, Seller shall safely store and properly mark such tools or molds, identifying them as AMG Titanium LLC property and maintain them in first class condition at no cost to the Purchaser. All such property shall be subject to removal by Purchaser upon written notification, at any time, at no additional cost.

10. AUTHORIZATION

Purchaser shall not in any manner be responsible or obligated for any Goods or Services provided or work performed for Purchaser's account except pursuant to this and other formal purchase orders.

11. DEFECTIVE OR NON-CONFORMING GOODS OR SERVICES

In the event of Seller's delivery of defective or nonconforming Goods or Services, Purchaser may, at its election and in addition to other rights or remedies available at law or equity: (a) return the Goods at Seller's risk and expense and recover from Seller the price paid therefore; (b) accept the Goods or Services and equitably reduce the price; (c) require Seller at its risk and expense to promptly replace or correct the defective materials or Services; or (d) obtain the Goods or Services from another source with any excess cost resulting therefrom chargeable to Seller.

12. TRANSPORTATION COSTS

- a) Freight or express charges must be prepaid by the Seller.
- b) Seller must pay transportation charges both ways on rejected or returned material.
- c) The original bill of lading must accompany the invoice on all shipments FCA point of origin.
- d) When no routing is specified, Seller is to forward the material by the most economical route.

13. **APPROVAL OF DESIGNS, DRAWINGS, AND PROCEDURES**

When machinery, equipment, or other articles to be furnished under this Purchase Order are to be produced in accordance with design plans, drawings and/or procedures to be furnished by Seller, approval of such plans, drawings and/or procedures by the Purchaser shall in no way reduce or modify the Seller's obligation to meet performance and other requirements of the Purchase Order. By such approval, the Purchaser in no way assumes any part of the Seller's responsibility for acceptable design or procedures, or the satisfactory performance of resulting machinery, equipment, or other items manufactured in accordance with such designs or procedures.

14. **INSPECTION**

- a) Inspection by Purchaser or its agent prior to shipment shall not relieve Seller from its responsibility to furnish material strictly in accordance with specifications.
- b) When Purchaser's inspection is specified to be required before shipment, the Seller will promptly notify the Purchaser when the material is ready for inspection, and in no case will Seller ship the material without obtaining Purchaser's approval or release.
- c) Seller is responsible for, and shall upon Purchaser's request, furnish evidence of compliance with all requirements of this Agreement.
- d) The Purchaser shall have free access, during reasonable hours, to any facilities or premises where work is being performed in conjunction with this Agreement.

15. **INDEMNITY**

- a) Seller agrees, at its own expense, to defend any suit or actions against Purchaser, its customers, licensees, lessees, affiliates, officers, directors, shareholders, successors and assigns, or against those selling or using the goods and/or material and/or services covered by this Purchase Order, for alleged infringement of any rights arising from the purchase, sale or use of said goods, materials or services or any breach of the terms and conditions of this Purchase Order by Seller, and to indemnify and save Purchaser, its customers, licensees, lessees, affiliates, officers, directors, shareholders, successors and assigns harmless from any and all claims, losses, liabilities, costs, and expenses of any kind paid or incurred by Purchaser or the other parties being indemnified under this Section 15 in connection with any such infringement and/or breach of the terms of the Purchase Order.
- b) Seller further agrees to completely indemnify, save harmless and defend the Purchaser, its parent, subsidiaries and affiliated companies and their respective directors, officers, employees, agents, successors and assigns from and against any and all losses, liabilities, claims, penalties, forfeitures, suits, and the cost and expenses incident thereto (including costs of defense, settlement and reasonable attorney's fees, consultant or other professional fees and the reasonable costs of investigation, containment and cleanup and any remedial or removal actions required by law, regulations or order, including the Comprehensive Environmental Response, Compensation and Liability Act and the Resource Conservation and Recovery Act, or comparable state laws) which Purchaser may hereafter incur, become responsible for or pay out as a result of death or bodily injuries to any person, destruction or damage to any property, contamination of or adverse effects on the environment or any violation of governmental laws, regulations, or orders arising from: (1) Seller's breach of any term or provision of this Agreement; (2) the failure of any representation or warranty of Seller to be true, accurate and complete; (3) the negligence or willful misconduct of Seller, its subsidiaries, employees or agents; (4) the accepted goods or materials after possession of the materials (including accepted non-conforming goods or materials) has been transferred to Seller, except to the extent caused solely by Purchaser's gross negligent act or omission or willful misconduct; or (5) any such damage occurs while the accepted goods or materials are in Seller's possession, except to the extent caused solely by Purchaser's grossly negligent act or omission or willful misconduct.
- c) Seller acknowledges and agrees that the Goods and Services furnished by Seller to Purchaser pursuant to this Agreement are intended for use by Purchaser in fulfilling contractual obligations of Purchaser to others. In the event that a breach by Seller of its warranties or other obligations hereunder is a contributing cause or factor in any claim, action or proceeding against Purchaser by others, Seller covenants and agrees to completely indemnify and hold Purchaser harmless from and against any and all loss or damage (including attorney's fees and costs) incurred or sustained by Purchaser as a result of such claims, actions or proceedings.

16. **ACCIDENTS; INDEMNITY AND INSURANCE**

If it is necessary for the Seller, either as principal or through its agent, employee, subcontractor to enter upon the premises of the Purchaser or those of the Purchaser's customer, in order to construct, erect, inspect, or make delivery hereunder, the Seller covenants and agrees to take, use, provide, and make all proper, necessary, and sufficient precautions, safeguards, and protections against the occurrence or happening of any accidents, injuries or damages to any person or property during the progress of the work herein covered, and to be responsible for, and to indemnify and save Purchaser harmless from all loss, liability, claims, damages, penalties, fines, expenses, or judgments, costs, and expenses resulting from, arising out of, or connected with all, or any such accidents, injuries, or damages that may happen or occur through the acts or omissions of the Seller or its employees, agents or subcontractors; and from all losses incurred in connection with or by reason of the violation of any ordinance while said work is in progress; and from all losses incurred in connection with or related to Seller's breach of the terms and conditions hereof or the breach of warranty hereunder. Seller also covenants and agrees to maintain at Seller's expense such public Liability, Property Damage, Employee's Liability and Worker's Compensation Insurance as is standard in the industry, in reasonable amounts covering Seller's business activities and as prescribed by applicable law. Seller will provide AMG Titanium LLC with a Certificate of Insurance indicating the amount of such insurance.

17. **FORCE MAJEURE**

Neither party shall be held responsible for acceptance of or payment for all or any part of Goods or Services tendered for delivery under this Agreement if, due to a "force majeure" event (including any federal, state or municipal action, statute, ordinance or regulation, strike or other labor trouble, act of God, pandemics, epidemics, quarantine restrictions, fire, terrorist attacks, weather event or other incidents outside of a party's control), acceptance or payment is impossible, impractical, or the purpose is materially frustrated. Upon the occurrence of a force majeure event that affects Seller's ability to supply the total demand upon it or any Good, Seller shall allocate its available supply of such Goods/Services (without obligation to purchase similar Goods from other sources) on a fair and equitable basis among Purchaser and those other customers to whom Seller was contractually obligated to supply such Goods/Services at the time the force majeure event arose. In the event that such an allocation is commercially impracticable, Seller shall not be liable for any failure or delay of delivery if such failure or delay is caused solely by a force majeure event rendering timely performance by Seller impossible or impracticable through no act or omission of Seller.

18. **COMPLIANCE WITH LAW**

The Seller, Seller's goods and materials sold to Purchaser hereunder and all services of Seller performed for Purchaser shall comply with all applicable federal, state and local laws, regulations, and orders.

19. **WARRANTY**

In addition to any specific warranties or otherwise extended by Seller to Purchaser, Seller warrants the Goods and Services furnished under this Agreement shall (a) be free from defects in title, labor, material, workmanship, or fabrication, (b) conform to applicable specifications, drawings, design plans, samples, or other descriptions given, (c) be suitable for the purpose intended, (d) be of merchantable quality, (e) be of good material and workmanship, and (f) if designed by Seller to be free from defects in design. These warranties shall run to Purchaser, its successors, assigns, and customers and the users of its products. The Seller agrees to replace or correct promptly without expense to the Purchaser any material not conforming to the foregoing requirements, when notified by the Purchaser. In the event of failure by the Seller to correct or replace material as required herein, Purchaser may correct or replace such material and charge the Seller the cost thereof. Acceptance or use of the material furnished hereunder shall not affect Seller's obligations under this warranty. Inspection, test, acceptance or use of the Goods and Services furnished hereunder shall not affect the Seller's obligations under this warranty. Seller further warrants to Purchaser that neither the Goods and Services provided by Seller to Purchaser, nor the uses which may be expected to be made of the Goods and Services by Purchaser, violate or infringe any patent, copyright, mark, logo, trade secret or other intellectual property of or belonging to others. These warranties shall run to Purchaser, its successors, assigns and customers and users of the Goods or Services.

20. **PRICE**

The total price for the Goods and Services which are the subject of the Purchase Order shall not be higher than that appearing on the face of the Purchase Order or, if no price appears thereon, then no higher than that last price quoted to Purchaser from Seller for similar Goods or Services, or, if not previously quoted to Purchaser from Seller, then no higher than the net price given by Seller to others for similar Goods or Services. No charge will be allowed for packing, crating, freight, express or other carrier charges or cartage unless specifically set forth in the face of the Purchase Order. The prices set forth in the Purchase Order are inclusive of all applicable federal, state, and local taxes.

21. **ACCEPTANCE OF GOODS OR SERVICES**

Payment for Goods or Services delivered hereunder shall not constitute Purchaser's acceptance thereof. Purchaser shall have the right to inspect any Goods that are the subject of this Agreement within a reasonable time after delivery to Purchaser and to reject any or all of said Goods which are, in Purchaser's sole judgment, defective or nonconforming to the description thereof in the Purchase Order.

22. **ORDER NUMBER**

Seller must show the Purchase Order number on all invoices, shipping papers, correspondence, and containers.

23. **INVOICES (SUBMIT ALL INVOICES IN DUPLICATE)**

Seller must issue itemized invoices for all Goods or Services provided pursuant to this Agreement. Each invoice must include Purchaser's Purchase Order and line item numbers.

Each invoice presented hereunder shall contain the certification, "Seller hereby certifies that these goods were produced in compliance with all applicable requirements of the Fair Labor Standards Act of 1938, as amended, and all applicable regulations and orders of the U.S. Department of Labor issued under Section 14 thereof. This company is an Equal Opportunity Employer. All qualified applicants receive consideration without regard to race, color, creed, sex, age, disability, or national origin."

24. **PAYMENT TERMS**

Unless otherwise expressly stated on the face of the Purchase Order, the payment terms of this Purchase Order shall be 90 days from Purchaser's receipt of a true and correct invoice. Purchaser shall be entitled to set off, recoup or withhold from any payment that may otherwise be due all sums as may be appropriate to mitigate, reduce or satisfy any damage, loss or diminution in value which arises out of any failure by Seller to timely and/or properly perform Seller's obligations under the Agreement. Any such set off, recoupment or withholding by Purchaser shall not in any way compromise, reduce or waive any other remedies that may be available to Purchaser.

25. **EXCLUSIVE RIGHTS**

All drawings, specifications, prototype articles or other descriptions furnished by Purchaser to Seller in connection with this Agreement shall remain the exclusive property of Purchaser and shall be returned to Purchaser promptly upon its written request. Seller agrees that all drawings, field notes, specifications, software and any other documents, materials, or work product, whether in written, audio, video or electronic form, developed for Purchaser or that are unique to the subject matter of the Agreement ("Work Product") shall be the property of the Purchaser. Seller agrees to assign all rights, title, and interest, including without limitation copyrights, for all such Work Product to Purchaser. Purchaser shall have the right to use any drawings, field notes, specifications, software and any other documents, materials or work product that were not developed for the Purchaser or are not unique to the subject matter of the Agreement, for any purpose pertaining to the Purchaser's installation, operation, maintenance and repair of the Goods, including the right to use such information to contract with others for the manufacture of replacement parts or the installation of any additional complementary equipment, software or components. Purchaser's failure to take possession of any such drawings, field notes, specifications, software or any other documents, material or Work Product at the time the Goods are delivered, or the Services are rendered by Seller shall not be construed as a waiver of any of Purchaser's rights under this Section.

26. **CONFIDENTIALITY**

Seller shall keep confidential all information, drawings, specifications and data furnished by Purchaser, or prepared by Seller specifically in connection with the performance of this Agreement and shall not divulge or use such information, drawings, specifications or data for any purpose other than as necessary in connection with this Agreement or as required by law or judicial order. Except as required for the efficient performance of this Agreement, Seller shall not make copies or permit copies to be made without the prior written consent of Purchaser. The obligations under this paragraph will survive the cancellation, termination, or completion of this Agreement for a period of five (5) years. Notwithstanding the above, Seller's obligations of confidentiality shall not terminate for information designated by Purchaser as a "trade secret."

27. **SELLER'S COMPLIANCE WITH ALL LAWS**

Seller represents and warrants to Purchaser that during the entire term of this Agreement Seller shall conduct its operations, and perform its obligations under the Agreement, in compliance with all applicable Federal, state, Foreign, provincial and local laws and ordinances and all lawful orders, rules and regulations thereunder, and specifically with, but not limited to, any import and export, and health, safety and environmental laws, treaties, ordinances, codes and regulations of any jurisdiction (whether international, country, region, state, province, city, or local) where the Agreement may be performed. **NOTWITHSTANDING ANY OTHER PROVISION IN THE PURCHASE ORDER TO THE CONTRARY, NOTHING CONTAINED IN THE PURCHASE ORDER WILL OBLIGATE PURCHASER OR SELLER TO ENGAGE IN ANY ACTION OR OMISSION TO ACT WHICH WOULD BE PROHIBITED BY OR PENALIZED UNDER THE LAWS OR REGULATIONS OF THE UNITED STATES OF AMERICA.**

28. **RIGHT TO AUDIT**

Seller shall maintain, in accurate and complete order, all books and records (whether in printed, electronic or other format) associated with work performed and charges invoiced to and paid by Purchaser pursuant to this Agreement. Such books and records shall also include (without limitation) all records relating to any (i) changes or extra work, (ii) claims for allowable adjustment of the purchase order price, (iii) entertainment, gifts and business, financial or other transactions between Seller and any Purchaser employees, (iv) allowable termination costs, and (v) any other allowable charges covered under the Purchase Order. Such books and records, and all other books and records of Seller pertaining to the Agreement, shall be open to inspection and audit by representatives of Purchaser during reasonable business hours during the life of the Agreement, and for a period of two (2) years thereafter.

29. **GOVERNMENT CONTRACTS**

Contractor and all subcontractors shall abide by the requirements of 41 CFR §§ 60-1.4(a), 60-300.5(a) and 60-741.5(a). These regulations prohibit discrimination against qualified individuals based on their status as protected veterans or individuals with disabilities and prohibit discrimination against all individuals based on their race, color, religion, sex, or national origin. Moreover, these regulations require that covered prime contractors and subcontractors take affirmative action to employ and advance in employment individuals without regard to race, color, religion, sex, national origin, protected veteran status or disability.

30. **AUTHORITY; BINDING EFFECT**

Seller and Purchaser each represent and warrant to the other that each has entered into this Agreement through its duly authorized representative(s), and that this Agreement is a binding agreement enforceable according to its terms. This Agreement shall be binding upon, and inure to the benefit of, each party and its successors and permitted assigns.

31. **ASSIGNMENT**

Seller shall not assign this Purchase Order or its rights and obligations under this Purchase Order by any means including, but not limited to, by operation of law, without the prior written consent of Purchaser. Purchaser may assign this Purchase Order and its rights and obligations under this Purchase Order at any time without the consent of Seller. Seller shall not delegate any of its duties or obligations under this Agreement. No assignment, delegation or subcontracting by Seller, with or without Purchaser's consent, shall relieve Seller of any of its obligations under this Agreement or prejudice any of Purchaser's rights against Seller whether arising before or after the date of any assignment. This article does not limit Seller's ability to purchase standard commercial supplies or raw materials.

32. **RIGHTS AND REMEDIES**

Any failures, delays, or forbearances of either party in insisting upon or enforcing any provisions of this Agreement, or in exercising any rights or remedies under this Agreement, shall not be construed as a waiver or relinquishment of any such provisions, rights or remedies; rather, the same shall remain in full force and effect. Except as otherwise limited in this Agreement, the rights and remedies set forth herein are cumulative and in addition to any other rights or remedies that the parties may have at law or in equity. If any provision of this Agreement is or becomes void or unenforceable by law, the remainder shall be valid and enforceable.

33. **ENTIRE AGREEMENT; SURVIVAL OF OBLIGATIONS**

This Agreement sets forth the entire agreement between Seller and Purchaser with respect to the subject matter thereof. There are no promises, representations, warranties or understandings, express or implied, which are not set forth in this Agreement. Any modification or alteration of this Agreement shall be effective only if set forth in a writing duly executed by authorized representatives of each party. Each party agrees that its respective warranties, indemnities and other obligations shall survive delivery and payment and shall extend for a period of five (5) years from and after the date on which performance of final delivery and payment occurs.

34. **GOVERNING LAW; VENUE**

This Agreement shall be governed exclusively by the Federal laws of the USA to the extent applicable, and by the laws of the Commonwealth of Pennsylvania, excluding Pennsylvania conflict of laws provision. The United Nations Convention on Contracts for the International Sale of Goods (CISG) shall not apply to this Agreement. Seller irrevocably agrees that any legal action or proceeding seeking the enforcement of interpretation of the Agreement or these terms and conditions may be brought in the courts of the Commonwealth of Pennsylvania in Allegheny County, Pennsylvania or the Federal District Court for the Western District of Pennsylvania in Pittsburgh, Pennsylvania. By its acceptance of the Agreement, Seller hereby irrevocably submits itself to the jurisdiction of any such Courts and waives any objection it may now or hereafter have to the placing of venue in any such courts and right to remove any such action or proceeding to another Court.

34. **CONFLICT MINERALS**

Seller hereby certifies that no material delivered by Seller to Purchaser under this Purchase Order contains any substance originating from the Democratic Republic of Congo or any adjoining country that would require disclosure by Purchaser under the conflict minerals provisions of the Dodd-Frank Wall Street Reform and Consumer Protection Act, or any rule promulgated thereunder. Seller represents and warrants that it has adopted all appropriate policies and procedures, and taken all necessary measures, in accordance with the conflict minerals provisions of the Dodd-Frank Wall Street Reform and Consumer Protection Act, and all rules promulgated thereunder, to grant the certification in the preceding sentence. Seller shall flow down the substance of this clause to its suppliers which perform work or provide goods or services under this Order. Such flow down is subject to verification by Purchaser.