

BARIUM & CHEMICALS, INC.
PURCHASE TERMS AND CONDITIONS

The term "BUYER" shall mean Barium & Chemicals, Inc. located at 515 Kingsdale Road;
Steubenville Ohio 43952

The term "SELLER" shall mean the individual, partnership, or corporation obligated to furnish the articles and services described in the Purchase Order.

The term "ORDER" shall include the purchase order document, its requirements, instructions and associated specification or statement of work.

I. ACCEPTANCE:

This order constitutes Buyer's offer to Seller and shall become a binding Order incorporating the terms and conditions set forth herein upon acceptance by the Seller, either by acknowledgement or commencement of performance. This offer to purchase is specifically conditioned upon Seller's acceptance of the terms stated herein. Any terms or conditions proposed by seller which differ from or are in addition to terms and conditions contained herein shall be void and of no effect whatsoever unless consented to in writing by Buyer.

II. GENERAL TERMS:

Prices shall be as indicated herein. In the absence of any such indication, prices shall be prevailing market prices at the date this Purchase Order is issued.

Any amount of goods delivered in excess of the amount called for under this Purchase order may be refused by Buyer and returned to Seller at Seller's expense.

Buyer agrees to pay in addition to the price stated herein, but only if separately stated, any applicable sales, use or similar taxes of the sort customarily charged in similar transactions. Seller agrees not to assign this Purchase order in whole or in part without the written consent of Buyer, which consent shall not relieve Seller from its obligations and liabilities hereunder.

Seller agrees that the goods and/or services to be supplied hereunder shall be supplied in accordance with all the applicable Federal, State and Local laws, and regulations. In the case where this agreement is pursuant to an obligation under a contract with the United States Government, the Seller agrees to allow a U.S. Government representative access to Seller's plants and books and records as required, and Seller Further understands that the U.S. Government shall have the right to reject defective or non-conforming goods and to cancel and terminate this agreement in the event of delay or default by seller. – (This may not apply to all purchases)

III. QUALITY SYSTEM

Seller shall provide and maintain a quality control system acceptable to Buyer. Seller shall permit Buyer to review Seller's quality procedures, practices and processes and documents related thereto. Seller agrees to maintain adequate inspection and test documents relating to work performed under this Purchase Order. Seller agrees to supply to Buyer copies of inspection and test records, affidavits, certifications, and any additional documents related to the quality system requested from time to time by Buyer

If a specification number is noted for the articles ordered, Seller shall furnish a report confirming manufacture of the articles according to the specification.

Seller agrees to afford Buyer's customer the right to verify at Seller's premises that the goods supplied hereunder conform to specified requirements when such verification is part of the contract. However, verification does not remove Seller's responsibility to provide acceptable goods or the right of subsequent rejection by buyer's customer.

IV. WARRANTY:

Seller warrants that the goods and/or services supplied by it hereunder are merchantable and free of defects in design, materials and workmanship and are fit for the purposes to which such goods are produced. Seller further warrants that the use or sale of the goods supplied by it hereunder does not constitute an infringement of any patent or other right and Seller agrees to hold harmless and indemnify Buyer for any and all expenses including but not limited to, reasonable attorneys fees, arising from any and all such infringement claims. In the case of any such claim, Buyer agrees to make no settlement without Seller's consent in writing.

V. REMEDIES:

Buyer and Seller have such remedies for breach as provided under the Ohio Uniform Commercial Code. Buyer reserves the right in addition to its other legal remedies to cancel and terminate this agreement where its delays or default in performance is directly caused by force majeure, including but not limited to acts of God, acts of government authorities, acts of public enemy, fires, floods, war, epidemics, strikes and other labor difficulties, freight embargoes or other causes not reasonably within its control.

VI. CONFIDENTIAL INFORMATION:

Seller shall not disclose to any third person or use any information in any way whatsoever concerning the Buyer's drawings, specifications, samples and other material except in performing the Order, without first obtaining Buyer's written consent. Buyer shall at all times have title to all drawings and specification furnished to Seller for use in performing the Order, including all copies thereof, all of which upon request or upon completion of the Order shall promptly be returned to Buyer. Any knowledge or information, which Seller shall have disclosed or may hereafter disclose to Buyer in connection with the Order, shall not, unless otherwise agreed upon in writing by Buyer, be deemed to be confidential information and as part of the consideration for this Order, shall be acquired by Buyer free from any restrictions.

VII. SHIPPING:

Materials must be shipped in accordance with Buyer's instructions and must be marked plainly with the name of consignor or consignee. A packing list must accompany all materials. All applicable certifications as required by the Order must be included in the documentation with the shipment to ensure acceptance at receiving.

VIII. It is required that all incoming shipments have proper documentation upon arrive at Barium & Chemicals, Inc. If required on the purchase order, we will no accept any product for production without certificate of conformance that is **COMPLETE** with all information listed. Acceptable Certificates of Conformance and Analysis are as follows: 1. on letter head or comparable identification of vendor. 2. Reference to specific purchase order number, 3. Part number reference including Revision level, 4. Hand written signature, 5. Typed name of signee, 6. Title of signee, 7. Lot number reference for traceability, 8. Statemtn that the product was produced and verified to comply with the specifications and/or performance characteristics as defined in the material specification or drawing, 9. Country of Origin.
Quality Assurance acceptance is contingent on compliance.

IX. TERMS OF AGREEMENT:

This Purchase Order shall constitute the complete agreement between Buyer and Seller and shall supersede all prior oral and written statements of any kind whatsoever made by the parties and their representatives. No statement purporting to modify this Purchase Order shall be binding unless expressly agreed to in writing, signed at Buyer's home office in Steubenville, Ohio by a duly authorized officer of Buyer in a document making specific reference to this Purchase Order and specifically stating that it "amends" this Purchase Order. All terms, conditions, and instructions heretofore or hereafter contained in Seller's inquiries, quotation forms, other forms, letters or elsewhere which are different from , in addition to, in conflict or at variance with the terms of this Purchaser Order are hereby objected to and shall not be binding on Buyer, unless this Purchase Order is modified as provided herein.