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SALES POLICY

- 1. Payment terms are net cash 30 days from date of invoice.
- 2. Prices are subject to change without prior notice and those in effect at time of shipment will apply.
- 3. Prices are subject to the addition of any taxes which Midwest Alloys & Technology, Inc. might be required by law to pay or collect by reason of sale, purchase, or use of the products in our pricing schedules.
- 4. Terms and Conditions of Sale See Page 4
- 5. Freight and Shipping Policy:

Filler metal will be shipped from manufacturing points or from warehouse stocks. Point of shipment, method of transportation and routing are at the option of the Seller. Where Purchaser specifies point of shipment, method of transportation, or routing, any additional expense incurred over and above the Seller's usual manner shipment will be charged to the Purchaser. No freight allowance will be made should Purchaser accept delivery at factory or warehouse.

All orders will be sold F.O.B. point of shipment. Freight charges will be prepaid and allowed on orders for single shipment to one destination when quantity purchased meets minimums stipulated for product grouping. Orders for lesser amounts will be sold collect.

6. <u>Combination Privileges:</u>

- A.Stainless Bare Wire, Electrodes,
and Flux-Cored WireCombinable for quantity pricing, freight
allowed for 500 lbs. and over.
- B. Nickel Bare Wire, Electrodes, and Flux-Cored Wire
- C. Low Alloy Bare Wire, Electrodes, and Flux-Cored Wire
- D. Mild Steel, Weld Strip, and Flux

Combinable for quantity pricing, freight allowed for 500 lbs. and over.

Combinable for quantity pricing, freight allowed for 500 lbs. and over.

Combinable for quantity pricing, freight allowed for 1,000 lbs. and over. Flux or Mild Steel alone: 3,000 lbs. and over.

Maximum Advantage:

Once you have reached the minimum quantity required for freight prepayment in a given product grouping (A, B, C, or D), additional material purchased in any other category will be prepaid.

Example: Purchase 500 lbs. of Nickel Electrodes. Additional standard package quantities of Mild Steel and/or Stainless Steel may be added and the entire order will be shipped freight prepaid.

PRICES SUBJECT TO CHANGE WITHOUT NOTICE

1-636-349-6000 • 1-800-776-3300 • FAX 1-636-349-2240 • WWW.MIDALLOY.COM

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7. <u>Returned Good Policy</u>

Products will be considered for return subject to the following conditions:

- A. Products must be unused, in new, saleable condition, as determined by Seller.
- B. Products must be standard price list items normally kept in Seller's stock. Obsolete or non-standard products will not be considered for return.
- C. Overstocked material to be returned as a convenience to the customer must be authorized by Midwest Alloys & Technology, Inc. prior to shipment. Material must be identified by original order number and date. Such materials are subject to a 20% restocking charge (\$20.00 minimum), and inbound and outbound freight charges if the shipment was prepaid by Midwest Alloys & Technology, Inc.

*Partially used packages may NOT be returned for credit.

- D. Any material returned without prior approval as noted in A, B, C, above will be refused and returned to sender, freight collect.
- E. No item, as determined by heat number or manufacturer's ship date to be more than 12 months old, can be returned for credit.
- F. All credit memorandums granted by Midwest Alloys & Technology, Inc. MUST be exercised no later than six months after the date of issue.

8. Cancellation Policy:

In the event Buyer cancels an order, after said order is in transit to Buyer, or Buyer's consignee, Buyer shall pay seller a cancellation charge of fifteen percent (15%), or the sum of all costs incurred by Midwest Alloys & Technology, Inc. for shipping, handling, warehousing, or any other cost whatsoever, incurred by Seller as a result of such cancellation. Midwest Alloys & Technology, Inc., reserves the right to refuse cancellation of any "Special Order" product not listed in this agreement, and if cancellation is accepted by Seller on any "Special Order" product, Buyer shall be subject to all cost incurred whatsoever by Seller as a result of such cancellation.