

## PURCHASE ORDER TERMS AND CONDITIONS

1. Acknowledge receipt of this order by return mail and state when shipment will go forward. Buyer shall not be bound by this order until Seller executes and returns to Buyer the acknowledgement copy of this order. This offer to purchase is expressly conditioned on seller's acceptance of all the terms and conditions hereof, which shall take precedence over any inconsistent, contradictory or additional terms and conditions contained in any quotation, sales acknowledgement or other document furnished by Seller in connection with this transaction, whether such documents are exchanged simultaneously with this offer or prior of subsequent thereto. Seller shall be bound by the terms and conditions stated herein, when it executes and returns the acknowledgement copy of this order or when it delivers to Buyer any of the items ordered or renders for Buyer any of the services ordered herein.
2. Order No. is to be marked on all packages, invoices and other correspondence relating to the order.
3. Positively no charges allowed for Boxing, Crating, Cartage or Drayage unless authorized on this order.
4. All shipping charges must have supporting freight or express bill attached.
5. No changes or substitutions are to be made on this order without Buyer's written authority.
6. The Seller agrees to protect and save harmless and to defend at Seller's own expense the Buyer, any of Buyer's dealers or distributors, or the users of any of the Buyer's products from all costs, expenses, judgments, decrees, or damages arising out of any infringement or claim of infringement of patents in the use or sale or articles covered by this order.
7. Support all invoices with packing list and Bill of Lading.
8. Invoices are to be rendered in duplicate.
9. Any patterns, special dies, molds, fixtures and any other property furnished by Seller are to become the property of Buyer. Unless otherwise agreed in writing, all special dies, molds, patterns, fixtures, and any other property furnished by Buyer to Seller or specifically paid for by Buyer, for use in the performance of this order, shall be and remain the property of Buyer, shall be subject to removal upon Buyer's instruction, shall be used only in filling orders from Buyer, shall be held at Seller's risk, and shall be kept insured by Seller at Seller's expense while in its custody or control in an amount equal to the replacement cost thereof, with loss payable to Buyer. Copies of policies or certificates of such insurance will be furnished to Buyer on demand.
10. On same day material is shipped, dispatch one copy of packing list.
11. Indicate on packing list "order complete" or "part shipment," whichever is applicable, and if order is part shipped, advise on packing list when balance of order will be shipped.
12. By accepting this order Seller hereby represents and warrants that the items and materials furnished hereunder will be in full conformity with Buyer's specification drawings and data, or Seller's sample, and fit for the use intended by Buyer and free from defects in material or workmanship. Seller agrees that this warranty shall survive acceptance of the items and materials by Buyer, and that such warranty shall be in addition to any warranty of greater scope given by Seller to Buyer.
13. "The Equal Employment Opportunity Clause in Section 202 of Executive Order 11246, as amended, relative to equal employment opportunity and the implementing rules and regulations of the Office of Federal Contract Compliances are incorporated herein by specific reference."
14. No provisions herein may be amended, modified or waived except in writing by a person duly authorized by Buyer. No acceptance by the Buyer shall be deemed contained herein except upon Seller's express consent to all terms and conditions set forth herein additional to or different from those of Seller. No waiver by Buyer of any provision set forth herein shall constitute a waiver of any other provision.
15. Buyer reserves the right at any time to make changes in any one or more of the following: (a) specifications, drawing and data incorporated in this contract where the items to be furnished are to be specially manufactured for Buyer; (b) methods of shipment or packing; (c) place of delivery; and (d) time of delivery. If any such change causes an increase or decrease in the cost of or the time required for performance of this contract, an equitable adjustment shall be made in the contract price or delivery schedule, or both. Any claim by Seller for adjustment under this clause shall be deemed waived unless asserted in writing within ten (10) days from receipt by Seller of the change. Price increase or extensions of time for delivery shall not be binding on Buyer unless evidenced in writing signed by Buyer.
16. Time is of the essence in this contract and if delivery of items or rendering of services is not completed by the time promised, Buyer reserves the right without liability, in addition to its other rights and remedies, to terminate this contract by notice effective when received by Seller, as to stated items not yet shipped or services not yet rendered, and to purchase substitute items or services elsewhere.
17. Materials or equipment purchased hereunder are subject to inspection and approval at Buyer's destination. Buyer reserves the right to reject and refuse acceptance of items which are not in accordance with the instructions, specifications, drawings and data or Seller's warranty (express or implied). Items not accepted will be returned to Seller at Seller's expense. Payment for any article hereunder shall not be deemed an acceptance thereof.
18. The undersigned agrees that Section 402 of the Veterans Readjustment Assistance Act of 1974 and Section 503 of the Rehabilitation Act of 1973 is incorporated by reference.

## Conflict Minerals Disclosure Rules

BY DELIVERING THE PARTS, PRODUCTS, MATERIALS OR SERVICES PURSUANT TO THIS PURCHASE ORDER, VENDOR HEREBY WARRANTS AND REPRESENTS THAT IT HAS CONDUCTED A DUE DILIGENCE REVIEW OF ITS SUPPLY CHAIN AND DETERMINED THAT NO SUCH PARTS, PRODUCTS, MATERIALS OR SERVICES CONTAIN ANY CONFLICT MINERALS FROM THE DEMOCRATIC REPUBLIC OF CONGO OR ITS ADJOINING COUNTRIES, OR THAT ANY SUCH CONFLICT MINERALS PRESENT WERE DERIVED FROM SCRAP OR RECYCLED SOURCES.

FOR PURPOSES OF THIS REPRESENTATION, THE TERM "CONFLICT MINERALS" INCLUDES COLUMBITE-TANTALITE (COLTAN), CASSITERITE, GOLD, WOLFRAMITE, AND DERIVATIVES OF THE FOREGOING, LIMITED TO TANTALUM, TIN AND TUNGSTEN. FURTHER, THE COUNTRIES ADJOINING THE DEMOCRATIC REPUBLIC OF CONGO INCLUDE ANGOLA, BURUNDI, CENTRAL AFRICAN REPUBLIC, THE REPUBLIC OF CONGO, RWANDA, SOUTH SUDAN, TANZANIA, UGANDA AND ZAMBIA.

*Moving forward, it is our policy that we will not accept any materials containing Conflict Minerals unless the vendor can certify to us that the Conflict Minerals in questions did not originate in the DRC or adjoining countries. Further, we will not accept shipments from vendors that fail to deliver completed Vendor Questionnaires.*

"NO KOBE, ULMA, OR TUSCO TUBE MATERIAL PERMITTED"

GRAHAM DOES NOT ACCEPT MATERIALS THAT ORIGINATED FROM KOBE STEEL LTD. , ULMA, OR TUSCO TUBE COMPANY LTD.