

## NACOBRE TERMS AND CONDITIONS

1. Definitions. In addition to terms defined elsewhere, in these Terms and Condition (these “Terms and Conditions”), the following terms shall have the following meaning, unless the context otherwise requires:

“Buyer” – Means the person(s), firm, organization, partnership or corporation to whom the Quote is issued.

“Material” – Means sheets and strips of different copper, brass, nickel silver, bronze and other copper-based alloys.

“Nacobre” – Means Nacobre USA LLC, a Delaware limited liability company.

“Quote”- Means this Quote, as issued by Nacobre, comprised of two parts as provided below, and all referenced and attached documents thereof, which, by this reference, are incorporated herein. The two parts of this Quote are (a) the commercial section (the “Commercial Section”), containing the description of the Material, quantity, price, time of delivery, etc., and (b) these Terms and Conditions. This Quote replaces and supersedes any prior written or oral agreements between the Parties.

2. Acceptance of Purchase Order by Nacobre. Purchase orders submitted by Buyer hereunder (“Purchase Orders”) shall not be binding on Nacobre until the earlier of (a) written acceptance by an authorized representative of Nacobre or (b) shipment, provided that acceptance by shipment shall only be binding as to the portion of the Purchase Order actually shipped by Nacobre.

3. No Conflicting Terms. The Parties agree that the terms of this Quote shall prevail over any conflicting terms and conditions in any Purchase Order or any other instrument or document provided by Buyer. Any additional or different terms or conditions in any Purchase Order or other instrument or submission from Buyer shall be deemed objected to by Nacobre without the need of any further or additional notice of objection, and such additional or different term(s) shall be of no effect or in any way binding upon Nacobre.

4. Price. The purchase price of the Material shall be the price set forth in this Quote issued by Nacobre (the “Price”) and shall be subject to and contingent upon Buyer purchasing the entire quantity set forth therein. If Buyer purchases less than the entire quantity of the Material set forth in this Quote, then the Price may vary. Where no price has been quoted (or a quoted price is no longer in effect), the Price of any Material sold to Buyer shall equal the Material price then in effect. Nacobre reserves the right to correct any obvious clerical or computational errors in this Quote to be effective upon written notification to Buyer; provided that all other terms contained therein shall remain in effect.

5. Taxes and Duties. The Price does not include any applicable sales, use, excise, GST, VAT or similar taxes, duties, charges or fees (“Taxes and Duties”). All applicable existing and future Taxes and Duties levied by any federal, state, municipal or other government authority of the country of import on the sale, purchase, delivery, storage, processing, use, consumption or transportation of the Materials shall be paid by Buyer.

6. Delivery. Delivery dates are estimates, and time is not of the essence. The failure to meet any indicated delivery date shall not constitute a breach of this Quote. In no event shall Nacobre be responsible to Buyer for any damages, whether direct or indirect, arising out of or relating to any failure of the Material to be delivered by any specified delivery date. ACCEPTANCE OF THE MATERIAL BY BUYER UPON DELIVERY SHALL CONSTITUTE A WAIVER BY BUYER OF ANY CLAIM FOR DAMAGES ON ACCOUNT OF DELAY IN DELIVERY OR PERFORMANCE.

7. Payment Terms. Buyer shall pay all invoiced amounts due to Nacobre within thirty (30) days from the date of Nacobre’s invoice, unless otherwise indicated in the Commercial Section. Buyer shall pay interest on all late payments at the lesser of the rate of 1.5% per month or the highest rate permissible under applicable law, calculated daily and compounded monthly. Buyer shall reimburse Nacobre for all costs incurred in collecting any late payments, including, without limitation, attorneys’ fees. Buyer shall not withhold payment of any amounts due and payable by reason of any set-off of any claim or dispute with Nacobre, whether relating to Nacobre’s breach, bankruptcy or otherwise.

8. Installments. Unless otherwise agreed to in writing, Nacobre shall have the right to deliver the Material in installments. All installments shall be separately invoiced and paid as billed without regard to subsequent deliveries. Failure of Buyer to pay for any installment when due shall excuse Nacobre from making any further deliveries. Delay in delivery of any installment shall not relieve Buyer of its obligation to accept and pay for remaining installments.

9. Risk of Loss, Title. Unless otherwise expressly stated in this Quote, all prices quoted by Nacobre are Ex Works (Intercom 2010) to the destination named in the Commercial Section of this Quote. Risk of loss shall pass to Buyer at the time of delivery. Unless otherwise agreed to in writing, Nacobre retains legal title to the Material until payment has been made in full.

10. Shortages or Damage of the Materials. Buyer shall notify Nacobre in writing with respect to shortages or damaged alleged to have occurred or existed at or prior to deliver to the carrier no later than (5) days from the date the Materials were delivered to Buyer. All claims must be made for substantial cause, must be in writing, and must specify the reason(s) for the claim. A deviation in quantity shall only give rise to a claim if the weight determined by Buyer differs by more than ten percent (10%) from the quantity specified in the bill of lading. THE FAILURE TO NOTIFY NACOBRE OF ANY SUCH CLAIM WITHIN THE TIME SPECIFIED IN THIS SECTION SHALL CONSTITUTE A WAIVER OF BUYER’S RIGHT TO ASSERT A CLAIM FOR SHORTAGES OR DAMAGE ALLEGED TO HAVE OCCURRED OR EXISTED AT OR PRIOR TO DELIVERY AND SHALL BE EQUIVALENT TO AN IRREVOCABLE ACCEPTANCE OF THE MATERIAL BY BUYER. NACOBRE SHALL INCUR NO LIABILITY FOR SHORTAGE OR DAMAGE ALLEGED TO HAVE OCCURRED OR EXISTED AT OR PRIOR TO DELIVERY TO THE CARRIER UNLESS BUYER SHALL HAVE ENTERED FULL DETAILS THEREOF IN CARRIER’S DELIVERY RECEIPT WHICH MUST BE SIGNED BY THE CARRIER’S AGENT. NACOBRE MUST BE GIVEN AN OPPORTUNITY TO INVESTIGATE THE CLAIMS BEFORE BUYER DISPOSES OF THE MATERIAL. ANY DAMAGED MATERIAL SHALL NOT BE RETURNED, REPAIRED OR DISCARDED WITHOUT PRIOR WRITTEN ACCEPTANCE BY AN AUTHORIZED REPRESENTATIVE OF NACOBRE.

11. Limited Warranty. Nacobre warrants to Buyer for a period of six (6) months following the delivery date that (a) the Material shall conform to the express specifications and dimensional description set forth in this Quote, subject to industry standard tolerances and variations, and (b) Nacobre has good title to the Material free and clear of all liens, encumbrances, and rights of third parties, upon payment in full to Nacobre. THE FOREGOING WARRANTY IS EXCLUSIVE AND IN LIEU OF ANY AND ALL OTHER ORAL OR WRITTEN WARRANTIES, GUARANTEES, AFFIRMATION OR REPRESENTATIONS OF WHATEVER NATURE RELATING TO THE MATERIAL, EXPRESSED OR IMPLIED, INCLUDING BUT NOT LIMITED TO, ANY IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, WHICH ARE HEREBY EXPRESSLY DISCLAIMED AND EXCLUDED.

12. Exclusive Remedy. At Nacobre’s discretion, Buyer’s sole and exclusive remedy and Nacobre’s aggregate liability for breach of any of the foregoing warranties are limited to either: (1) the replacement of such Material; or (2) refund of or credit against the Price of such Material upon authorized return thereof. In the event Nacobre, in its sole discretion, has authorized Buyer to scrap all or any portion of the Material, the scrap value is to be credited against the Price. Buyer must provide complete documentation to authenticate the scrap value, including, but not limited to, certified scale ticket along with a copy of the payment check.

13. Non-conforming Material. Buyer shall have the right to inspect the Material upon receipt. Buyer shall notify Nacobre in writing with respect to any non-conforming Material within five (5) days from receipt by Buyer. THE FAILURE TO NOTIFY NACOBRE OF ANY SUCH CLAIM WITHIN THE TIME SPECIFIED IN THIS SECTION SHALL CONSTITUTE A WAIVER OF BUYER’S RIGHT TO INSPECT AND/OR REJECT THE MATERIAL FOR NON-CONFORMITY AND SHALL CONSTITUTE AN IRREVOCABLE ACCEPTANCE OF THE MATERIAL BY BUYER. NACOBRE SHALL HAVE THE RIGHT TO TEST, INSPECT, OR TAKE SAMPLES OF THE MATERIAL CLAIMED BY BUYER TO BE NON-CONFORMING AND IF, UPON SUCH TEST OR INSPECTION, THE MATERIAL IS FOUND TO BE NON-CONFORMING, ALL COST EXPENDED BY NACOBRE IN CONNECTION WITH SUCH INSPECTION, TESTING, AND SAMPLING SHALL BE CHARGED TO AND BORNE BY BUYER.

14. Cancellation. No order may be cancelled unless requested in writing by Buyer and accepted in writing by Nacobre, in its sole and absolute discretion.

15. Unofficial Communications. No agents, employees, or representatives of Nacobre have any authority to bind Nacobre to any oral or written warranty, guaranty, affirmation, or representation, of whatever nature related to the Material, expressed or implied, other than those expressly set forth in this Quote.

16. Purchase Money Security Interest (“PMSI”). To secure Buyer’s full and prompt payment of the Price, Buyer hereby grants, and Nacobre hereby retains, a first priority PMSI in and to all the Materials set forth in this Quote and all products or proceeds therefrom (collectively, the “Collateral”). Buyer authorizes Nacobre to file a UCC financing statement and any other documents deemed necessary to

perfect this security interest at any time, and Buyer shall take all reasonable steps to cooperate with Nacobre in perfecting this security interest. Buyer shall keep all the Collateral subject to this security interest fully insured against damage due to fire, theft, accident and the elements under a policy in form satisfactory to Nacobre, which names Nacobre as loss payee. Buyer shall pay, before delinquency, all taxes and other charges assessed against the Collateral referenced herein and keep said Collateral free from all liens and security interest other than that created hereby.

17. Financial Responsibility. If reasonable grounds for insecurity arise as to the creditworthiness or financial responsibility of Buyer at any time during which this Quote is in effect, Nacobre reserves the right to refuse, cancel or delay any Purchase Order placed by Buyer and accepted by Nacobre. In the event Buyer (a) makes an assignment or any general arrangement for the benefit of creditors, (b) materially defaults in the payment (other than amounts in good faith dispute) or performance of any obligation hereunder, (c) files a petition or otherwise commences, authorizes, or acquiesces in the commencement of a proceeding or cause under any bankruptcy or similar law for the protection of creditors or have such petition filed or proceeding commenced against it, or (d) fails to give adequate security for or assurance of its ability to perform its further obligations hereunder within forty-eight (48) business hours of a reasonable request by Nacobre, then Nacobre shall have the right to refuse, cancel or delay any Purchase Order placed by Buyer and accepted by Nacobre upon twenty-four (24) hours' notice, in addition to all other remedies available hereunder or under applicable law and equity.

18. Force Majeure. Nacobre shall not be liable or responsible to Buyer, nor be deemed to have defaulted or breached this Quote, for any failure or delay in fulfilling or performing its obligations under this Quote when and to the extent that such failure or delay is caused by or results from acts or circumstance beyond the reasonable control of Nacobre, including, but not limited to, acts of God, flood, fire, earthquake, explosion, governmental actions, war, invasion or hostilities (whether war is declared or not), terrorist threats or acts, riot, or other civil unrest, national emergency, revolution, insurrection, epidemic, lockouts, strikes or other labor disputes (whether or not relating to either Party's workforce), or restraints or delays affecting carriers or inability or delay in obtaining supplies of adequate or suitable materials, materials or telecommunication breakdown or power outage, mill or facility conditions, temporary or permanent mill or facility closures. Nacobre shall endeavor to promptly provide Buyer with notice of the occurrence of such an event.

19. Compliance with Laws. Buyer represents, warrants and covenants that it shall comply with all applicable international, national, state, regional and local laws and regulations in performing its duties hereunder and in any of its dealings with respect to the Material.

20. Price Escalation. Any increase in Nacobre's cost of supplying the Material caused by any level of governmental law, regulation, tax, or other burden imposed after the date of this Quote on the ownership, storage, processing, production, transportation (including, without limitation, fuel surcharges), distribution, use or sale of the Material covered by this Quote will be added to the Price.

21. No Liability for Consequential or Indirect Damages. EXCEPT FOR OBLIGATIONS TO MAKE PAYMENT UNDER THIS QUOTE, NEITHER NACOBRE NOR ITS REPRESENTATIVES SHALL BE LIABLE FOR CONSEQUENTIAL, INDIRECT, INCIDENTAL, SPECIAL, EXEMPLARY, PUNITIVE OR ENHANCED DAMAGES, LOST PROFITS OR REVENUES OR DIMINUTION IN VALUE, ARISING OUT OF OR RELATING TO ANY BREACH OF THIS QUOTE, REGARDLESS OF (A) WHETHER SUCH DAMAGES WERE FORESEEABLE, (B) WHETHER OR NOT NACOBRE WAS ADVISED OF THE POSSIBILITY OF SUCH DAMAGES AND (C) THE LEGAL OR EQUITABLE THEORY (CONTRACT, TORT, OR OTHERWISE) UPON WHICH THE CLAIM IS BASED, AND NOTWITHSTANDING THE FAILURE OF ANY AGREED OR OTHER REMEDY OF ITS ESSENTIAL PURPOSE. NACOBRE'S AGGREGATE LIABILITY UNDER THIS QUOTE FOR ANY DIRECT DAMAGES SHALL NOT EXCEED THE PRICE PAID OR PAYABLE BY BUYER TO NACOBRE UNDER THIS QUOTE IN THE TWELVE (12) MONTH PERIOD IMMEDIATELY PRECEDING THE EVENTS GIVING RISE TO SUCH LIABILITY.

22. Confidential Information. All non-public, confidential or proprietary information of Nacobre, including but not limited to specifications, samples, patterns, designs, plans, drawings, documents, data, business operations, customer lists, pricing, discounts or rebates, disclosed by Nacobre to Buyer, whether disclosed orally or disclosed or accessed in written, electronic or other form or media, and whether or not marked, designated or otherwise identified as "confidential" in connection with this Quote is confidential, solely for the use of performing this Quote and may not be disclosed or copied unless authorized in advance by Nacobre in writing. Upon Nacobre's request, Buyer shall promptly return all documents and other materials received from Nacobre. Nacobre shall be entitled to injunctive relief for any violation of this Section. This Section does not apply to information that is: (a) in the public domain; (b) known to Buyer at the time of disclosure; or (c) rightfully obtained by Buyer on a non-confidential basis from a third party.

23. Assignment. Buyer shall not assign, transfer, delegate or subcontract any of its rights or obligations hereunder without the prior written consent of Nacobre. Any purported assignment or delegation in violation of this Section shall be null and void. No assignment or delegation shall relieve Buyer of any of its obligations hereunder. Nacobre may, at any time, assign or transfer any or all of its rights or obligations hereunder to any affiliate or to any person acquiring all or substantially all of Nacobre's assets without Buyer's prior written consent.

24. Relationship of the Parties. The relationship between the Parties is that of independent contractors. Nothing contained in this Quote shall be construed as creating any agency, partnership, joint venture or other form of joint enterprise, employment or fiduciary relationship between the Parties, and neither Party shall have authority to contract for or bind the other Party in any manner whatsoever.

25. Waiver. No waiver of any term or right in this Quote shall be effective unless in writing, signed by an authorized representative of the waiving Party. The failure of either Party to enforce any provision of this Quote shall not be construed as a waiver or modification of such provision, or impairment of its right to enforce such provision or any other provision of this Quote thereafter.

26. Severability. If any term or provision of this Quote is invalid, illegal or unenforceable in any jurisdiction, such invalidity, illegality or unenforceability shall not affect any other term or provision of this Quote or invalidate or render unenforceable such term or provision in any other jurisdiction.

27. Amendment and Modification. These Terms and Conditions may only be amended or modified in written document stating specifically that it amends these Terms and Conditions and is signed by an authorized representative of each Party.

28. Governing Law. All matters arising out of or related to this Quote are governed by and construed in accordance with the internal laws of the State of Texas without giving effect to any choice or conflict of law provision or rule (whether of the State of Texas or any other jurisdiction) that would cause the application of laws of any jurisdiction other than those of the State of Texas. The Parties agree to venue in the state or federal courts in Harris County, Texas and agree to waive and do hereby waive any defenses and/or arguments based on improper venue and/or lack of personal jurisdiction. By entering into this Quote, the Parties agree to personal jurisdiction in the state and federal courts in Harris County, Texas. THE PARTIES FURTHER AGREE, TO THE EXTENT PERMITTED BY APPLICABLE LAW, TO WAIVE ANY RIGHT TO TRIAL BY JURY WITH RESPECT TO ANY CLAIM, COUNTERCLAIM OR ACTION ARISING FROM THE TERMS OF THIS QUOTE.

29. Notices. All notices, requests, consents, claims, demands, waivers and other communications hereunder (each, a "Notice") shall be in writing and addressed to the Parties at the addresses set forth in the Commercial Section or to such other address that may be designated by the receiving Party in writing. All Notices shall be delivered by personal delivery, nationally recognized overnight courier (with all fees pre-paid), facsimile, e-mail or other means of electronic transmission (with confirmation of such transmission) or certified or registered mail (in each case, return receipt requested, postage prepaid). Except as otherwise provided in this Quote, a Notice is effective only (a) upon receipt of the receiving Party, and (b) if the Party giving the Notice has complied with the requirements of this Section.

30. Survival. Each term and provision of this Quote that should by its sense and context survive any termination or expiration of this Quote, shall so survive regardless of the cause and even if resulting from the material breach of either Party to this Quote.

**THIS COPY MUST BE SIGNED AND RETURNED PROMPTLY**

Quote accepted by: \_\_\_\_\_ Date: \_\_\_\_\_