

# UNITED TITANIUM, INC

## Purchase Order Terms and Conditions

**Acceptance:** Our purchase orders constitute our offer. It becomes a binding contract on the terms set forth herein when it is accepted by: (A) Acknowledgement; (B) Silence; (C) Performance.

**Warranty:** Seller warrants the articles delivered herein to be free from defects in labor, materials or fabrication. This warranty shall run to Buyer, its successors, assigns, customers, and users of its products.

**Default and Excusable Delays:** Buyer reserves the right to cancel this order in the event of substantial default by seller or if shipments are not made within a specified time.

**Packing:** All items are to be shipped in suitable containers for protection in shipment and storage, and packing lists must accompany each case or parcel showing our P.O. number and complete description of contents.

**Termination:** Buyer may, at its option, terminate this purchase order in whole or part by written notice to the seller. Upon such termination seller shall stop all work on this order and enter into a negotiated settlement with the buyer.

**Affirmative Action Notice:** This contractor and subcontractor shall abide by the requirements of 41 CFR §§ 60-1.4(a), 60-300.5(a) and 60-741.5(a), and the posting requirements of 29 CFR Part 471, appendix A to subpart A, if applicable. 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. If you have 50 or more employees and a single contract of \$50,000 or more you must develop an Affirmative Action Program(s) covering all employees required by 41 CFR 60-1.40(a).