

Additional Raw Material Terms

1. If it is determined that downgraded and/or rejected material is to be returned to the Seller, there may be processing charges to be paid by the Seller for any processing performed by the Purchaser, such costs can be up to \$0.20 per pound or more. Downgrade prices reflect the market for the quality of material and may be up to 50% or more of the contract price. It is difficult and time consuming for the Purchaser to process materials that do not meet the specification, which is material that may not have been otherwise purchased.
2. Payment terms are based on 'AFTER RECEIPT AND VERIFICATION' that the materials meet the requirements of the Purchase Order. If there is non-conforming material, such problems may affect the timeliness of the payment.
3. Seller hereby certifies and warrants that none of the materials being delivered or to be delivered to Purchaser hereunder is or contains a 'HAZARDOUS SUBSTANCE', including 'RADIOACTIVE SUBSTANCES' as said term is defined in Section 101 (14) of the Comprehensive Environmental Response, Compensation and Liability Act of 1980, 42 U.S. C9601 (14). Seller agrees that, if Purchaser hereafter incurs any liability or obligation to any government or person resulting, directly or indirectly, from any breach by the seller of the foregoing warranty, Seller shall indemnify Purchaser for all such liabilities and obligations, including reasonable attorney's fees and cost of litigation.