

GENERAL TERMS AND CONDITIONS OF SALE

1. PRICES

AS&M prices are exclusive of taxes, shipping, and insurances. Domestic prices apply only to products purchased for use in the United States. Export prices apply to products purchased for export. The minimum order amount (exclusive of taxes and shipping charges) is \$200.00.

2. QUOTATIONS

Unless otherwise indicated therein, AS&M's quotations will be valid for thirty (30) days from date of issuance.

3. PURCHASE ORDERS

A contract will be formed upon AS&M's acceptance of Customer's written purchase order specifying the amount, product name or number, options, and quantities of each product ordered, and the requested shipping dates, shipping destinations, and invoicing details. Orders submitted pursuant to an unexpired quotation must also reference the quotation by number. Oral purchase orders will be accepted only subject to written confirmation received within 24 hours. Customer's submission of a purchase order in response to any quotation including these terms and conditions shall be deemed acceptance of these terms and conditions to the exclusion of any other terms or conditions that appear in such purchase order. AS&M's acknowledgment of Customer's purchase order is expressly made conditional upon Customer's assent to these terms and conditions, which assent shall be presumed conclusively from Customer's failure to seasonably object in writing or from Customer's acceptance of any or all of the products ordered.

4. SCHEDULING OF SHIPMENTS

Customer may request in its order that products be shipped according to a specific shipping schedule, but Customer may not request that products be shipped later than twelve (12) months after the date of the order. AS&M will schedule shipments based on Customer's request and AS&M's shipping capability at the time Customer's order is accepted. Upon such acceptance, AS&M will issue an acknowledgment which will indicate the estimated shipping dates.

5. RESCHEDULING AND CANCELLATION

Any request to reschedule or cancel any shipment may be rejected as untimely or at the option of AS&M may be accepted subject to payment of a rescheduling or cancellation charge in the amount of twenty percent (20%) of the price of each unit affected.

6. SHIPPING AND DELIVERY

AS&M will use its best efforts to ship on or before the estimated shipping date indicated in AS&M's acknowledgment except that AS&M will not ship before Customer's requested shipping dates if Customer's order so instructs. AS&M shall not, in any event, be liable for

any delay or failure to deliver resulting from circumstances which are beyond AS&M's reasonable control or which would cause AS&M to incur unreasonable expense in order to avoid such delay or to effect such delivery. Delivery shall be FOB AS&M's shipping dock in the absence of specific written instructions from Customer; AS&M will select the carrier, but AS&M shall not thereby assume any liability in connection with the shipment. If products are shipped freight prepaid, AS&M will bill Customer a freight charge for each such shipment and if such shipments are insured, AS&M will bill Customer an insurance charge for each such shipment. These charges shall be paid by Customer and will be shown on the invoice as a single item identified as Transportation Services or as separate items (export sales only).

7. EXPORT RESTRICTIONS

Customer shall neither export nor re-export, directly or indirectly, any product purchased hereunder, or the direct product of any data acquired hereunder, to any country to which such export or re-export is restricted by United States law or regulation, without first obtaining any required governmental license authorization or approval. If Customer resells or otherwise disposes of any AS&M product or other technical data it will inform each transferee of such restrictions. AS&M shall have no liability for delayed delivery or nondelivery resulting from: 1) any governmental action under U.S. or other applicable law suspending or revoking a necessary export license or authorization; or 2) any failure by Customer to furnish reasonable assurance upon request of its compliance with applicable export requirements.

8. TITLE AND RISK OF LOSS

Title and risk of loss for all products shall pass to Customer upon tender of the products by AS&M to the carrier.

9. TAXES

Any and all state and local sales, use, excise, privilege and similar taxes imposed on AS&M or which AS&M has a duty to collect in connection with the sale, delivery or use of any product will appear as separate items on the invoice and will be paid by Customer. If sales to Customer are exempt from such taxes, Customer shall furnish to AS&M a certificate of exemption from the applicable taxing authority.

10. INVOICES AND PAYMENT

AS&M shall submit an invoice to Customer for each shipment at the time of shipment. AS&M shall submit an invoice to Customer for any rescheduling or cancellation charge whenever such charge is assessed. All invoices shall be submitted to the invoice point specified in Customer's purchase order. Payment terms are cash upon delivery or net thirty (30) days from the date of the invoice with approved credit. All payments shall be in United States dollars. AS&M retains the right to change its credit terms.

11. LIMITED WARRANTY

AS&M warrants for a specified period (refer to product data sheet) from the date of shipment to the initial purchaser that each of its products will be manufactured in accordance with AS&M's specifications in effect on the date of manufacture. **AS&M MAKES NO OTHER WARRANTIES AND EXPRESSLY DISCLAIMS ANY WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.** Before using, the user shall determine the suitability whatsoever in connection therewith. If a product fails to meet this limited warranty, purchaser's sole and exclusive remedy is replacement of the product or, at AS&M's option, refund of the purchase price. **AS&M'S ACCEPTANCE OF ANY ORDERS FOR THIS PRODUCT IS EXPRESSLY CONDITIONAL UPON PURCHASER'S ASSENT TO THE GENERAL TERMS AND CONDITIONS OF SALE DETAILED HERE.** It is the purchaser's responsibility to test and determine the suitability of a product for the purchaser's intended use.

12. LIMITATION OF LIABILITY

IN NO EVENT SHALL AS&M BE LIABLE FOR ANY INDIRECT, SPECIAL, INCIDENTAL, OR CONSEQUENTIAL DAMAGES ARISING OUT OF CUSTOMER'S PURCHASE OR USE OF ANY PRODUCT.

13. WAIVER

The failure of either party to enforce at any time any provision of these terms and conditions shall not be construed to be a waiver of such provision or the right thereafter to enforce each and every provision. No waiver by either party, either express or implied, of any breach of any of these terms and conditions, shall be construed as a waiver of any other breach of such term or condition.

14. ASSIGNMENT

Customer may not assign or otherwise transfer its rights or obligations hereunder without the prior written consent of AS&M. No attempt to assign or transfer in violation of this provision shall be valid or binding upon AS&M.

15. GOVERNING LAW

The rights of the parties hereunder shall be governed by the laws of the Commonwealth of Virginia.

16. ATTORNEY'S FEES

If litigation is commenced by either party to enforce any provision of any contract including these terms and conditions the prevailing party shall be entitled to recover reasonable costs and attorney's fees, both at trial and on appeal.

17. NOTICES

All notices required or authorized by these terms and conditions shall be given in writing and shall be deemed effective upon receipt. Notices to Customer shall be sent to the address shown in Customer's order. Notices to AS&M shall be sent to the AS&M sales office indicated by AS&M as being responsible for the order.