

TERMS AND CONDITIONS OF PURCHASE**(Allegheny Technologies Limited)****1. DEFINITIONS**

In this Purchase Order Allegheny Technologies Limited is referred to as "Buyer" and the party supplying the goods or services in accordance with any order to which these conditions are annexed is referred to as "Seller".

"Conditions" means the standard terms and conditions set out in this Purchase Order and any additional terms and conditions expressly set forth or incorporated by express reference in this Purchase Order.

"Contract" means any contract between Buyer and Seller for the purchase of goods or services incorporating the Conditions.

2. ACCEPTANCE

This Purchase Order shall constitute no more than Buyer's offer to purchase goods from Seller in accordance with the Conditions, which when accepted by Seller shall constitute a binding contract between the parties. Acceptance of this Purchase Order is expressly limited to the Conditions, and any terms and conditions proposed by Seller in Seller's quotation, invitation, acceptance, acknowledgement, invoice, transmittal or any other document which are different from, conflict with or add to the Conditions shall be deemed to materially alter the Conditions and are hereby objected to and rejected by Buyer. Acceptance of this Purchase Order, including acceptance of the Conditions, shall occur upon the happening of any of the following events: (i) receipt by Buyer of the acknowledgement copy of this Purchase Order signed by Seller without alteration thereto, or (ii) receipt by Buyer of notification from Seller that Seller has commenced performance hereunder or that Seller intends to deliver or ship the goods to Buyer.

Seller expressly warrants that all goods or services, furnished under this Purchase Order shall be of merchantable quality and fit for any purpose held out by Seller or made known to Seller at the time the order is placed and shall strictly conform to all specifications, quantities, and appropriate standards, acceptable in the trade or business of Seller, and will be free from all defects in material and workmanship. Seller warrants that all such goods or services will conform to any statements made on the container(s) or label(s) or advertisements for such good(s) or service(s), and that all goods will be adequately, securely and safely transported, contained, packaged, marked, and labelled in accordance with all relevant legislation and regulations, and that all goods and services furnished hereunder will be safe and appropriate for the purpose for which goods and services of that kind are normally used. Seller warrants that in performing its obligations under this Purchase Order it shall comply with all relevant legislation, rules and regulations, particularly those relating to the environment and health and safety and that all goods supplied shall comply with such legislation, rules and regulations. If Seller knows or has reason to know at the time of this order, the particular purpose for which the goods are to be used, the goods and services incidental thereto will be fit for such purpose. Seller warrants that such goods and services will conform in all respects to any sample, model, promise, description, inspection, or test, of the goods or services furnished hereunder. Seller hereby warrants and agrees that in performing its obligations under this Purchase Order, it shall comply with all applicable laws. Seller makes these warranties to Buyer, its successors, assigns and customers, and users of the goods of Seller under this Purchase Order. Seller agrees to replace or correct defects of any goods or services upon election by Buyer, without expense to Buyer.

4. DELIVERY DATE AND QUANTITY

THE TIME OF DELIVERY OF FULL AND PART DELIVERIES SHALL BE OF THE ESSENCE. IF A TENDER OF CONFORMING GOODS OR SERVICES IS NOT MADE BY THE SCHEDULED DELIVERY DATE, SELLER SHALL HAVE NO RIGHT TO MAKE A LATER CONFORMING TENDER. If delivery of items or rendering of service is not completed by the time promised, Buyer reserves the right, without liability and in addition to its other rights and remedies, to terminate this contract by notice effective when received by Seller as to items not yet shipped or services not yet rendered, and to purchase substitute services elsewhere and charge Seller with any loss incurred. Seller shall promptly notify Buyer in writing of any anticipated delay in the scheduled delivery date, and Buyer reserves the right, in order to maintain the scheduled delivery date, to require Seller to expedite delivery either by performing fabrication or erection on an accelerated, premium time basis or by shipping via a speedier, alternate transport means. Additional costs attributable to such expedited delivery shall be paid by Seller. Seller shall be liable for all resulting damages to Buyer and any customers of Buyer occasioned by delay in delivery. Delivery shall not be deemed to be complete until the goods have been actually received and accepted by Buyer. Seller shall bear the risk of loss to the goods purchased hereunder until received and accepted by Buyer. Advance and excess shipments may at Buyer's option be rejected and returned to Seller at Seller's expense.

5. INDEMNIFICATION

Seller for itself its successors and assigns hereby agrees to indemnify, defend and hold harmless Buyer and Buyer's officers, directors, members, shareholders, employees, successors and assigns in full from and against all losses (including any direct, indirect or consequential losses, loss of profit, loss of reputation and all interest and penalties) liabilities, claims (including any claim for actual or alleged infringement of any patent, copyright, trademark or other right of any other person) demands, causes of action, damages, costs, including reasonable legal fees, and expenses of every kind and nature, whether or not covered by insurance, arising out of, resulting from or caused by, in whole or in part, any act, omission, negligence or fault of Seller, its agents, employees or subcontractors, in connection with Seller's performance under this Purchase Order, including but not limited to loss of life, bodily injury, personal injury, damage to property, contamination or adverse effects on the environment, or any liability for fines, fees or penalties for violations of any statutes, ordinances, codes, rules, regulations or standards applicable to the services performed or goods provided by Seller, its agents and employees. This obligation to indemnify, defend and hold harmless the Buyer shall survive termination of this Agreement.

6. PACKAGING AND SHIPMENT

All goods must be suitably packed and prepared for shipment, in a manner intended to affect the safe arrival, protection of those persons who may come into contact therewith, and to secure the lowest practicable transportation rates and comply with rules and regulations of the chosen carrier. No charges will be paid by Buyer for packing, crating or cartage unless the amount is specifically set out and agreed to, in writing, in the order by authorised agent of Buyer. If the Seller requires the Buyer to return any packaging materials to the Seller, this must be clearly stated on the delivery note accompanying the relevant order, and any such returns will be at the Seller's expense. All shipments to be forwarded on one day must be consolidated via one route. Each container must be consecutively and legibly numbered to show the order number and the container, and order numbers must be indicated on the bill of lading. Packing lists showing the order number must be included in each package and with each carload shipment if applicable.

7. DRAWINGS AND SPECIFICATIONS

All drawings, specifications and other information furnished by Buyer for use in connection with this order are the confidential property of Buyer, and are not to be disclosed to any third party or used for any purpose other than the fulfilment of this order and are to be returned to Buyer as soon as reasonably possible after the completion of this order.

8. BUYER'S REMEDIES

Buyer's remedies specified for any breach or failure to comply with the provisions of this order shall be cumulative and additional to any further or other remedies provided in law or equity. Buyer shall be entitled to all direct, indirect, consequential and incidental damages resulting from a breach by Seller, including, without limitation, all expenses reasonably incurred, receipt, transportation, and care and custody of products rightly rejected, any commercially reasonable charges, expenses or commissions incurred, and any other reasonable expenses incident to a delay or breach by Seller. Buyer may at its option: (a) Refuse to accept delivery of the goods; (b) Refuse to accept a subsequent tender of substitute, conforming goods; (c) Return nonconforming or late delivered goods to Seller at Seller's expense and, at Buyer's option, either recover all payments made therefor and expenses incident thereto, or at Seller's expense, receive replacement therefor; (d) Recover any advance payments from Seller for undelivered goods; (e) Rework the goods to make the goods conform to the warranties and charge Seller for the expense thereof; (f) Use the goods for a purpose other than the purpose originally intended and charge Seller for the amount by which the purchase price exceeds the price of goods normally required for such alternative purposes; (g) Have Seller repair or replace defective goods at Seller's expense; or (h) If defective goods are repaired or replaced by Buyer or Seller, charge Seller for all costs and expenses of repairing or restoring non-defective work or goods disturbed as a consequence of repairing or replacing defective goods.

Buyer shall be entitled to exercise any or all of the remedies specified above or each of such remedies in part, provided, however, that Buyer shall not be permitted to recover more than once for any part of a performance called for by these Conditions. **NONE OF THE REMEDIES AVAILABLE TO BUYER HEREUNDER MAY BE LIMITED EXCEPT TO THE EXTENT AND IN THE MANNER AGREED UPON BY BUYER IN A SEPARATE AGREEMENT SPECIFICALLY DESIGNATING SUCH LIMITATION AND SIGNED BY AN AUTHORISED REPRESENTATIVE OF BUYER.**

9. WAIVER

No act omission or delay by Buyer shall constitute or be deemed to be a waiver of any right nor shall any express or implied waiver by Buyer of any rights on one occasion imply that the same or other right may be treated as having been waived on any other occasion.

10. GOVERNING LAW

The Contract and any dispute or claim arising out of it or in connection with it, shall be governed by the laws of England, provided that the Uniform Laws on the International Sales Act 1967 and the United Nations Convention on Contracts for the International Sale of Goods, as amended, do not apply. Seller agrees to submit to the non-exclusive jurisdiction of the English courts.

11. CHANGES

Buyer shall have the right at any time to make changes in drawings, designs, specifications, materials, packaging, time and place of delivery and method of transportation. If any such changes cause an increase or decrease in the cost, or the time required for the performance of the work, an equitable adjustment shall be made and this agreement shall be modified in writing accordingly. Seller agrees to accept any such changes.

12. TERMINATION

Buyer may, by written notice to Seller, cancel this Purchase Order, or any part of it, upon the occurrence of any of the following events ("Events of Default"): (a) Seller fails fully to perform any of its obligations under the Conditions, including without limitation, the timeliness of delivery, the conformity of goods delivered or conformity with any express or implied warranty hereunder; (b) Seller makes any voluntary arrangements with its creditors (within the meaning of the Insolvency Act 1986) or (being an individual or firm) becomes bankrupt or (being a company) becomes subject to an administration order or goes into liquidation; or an encumbrancer takes possession; (c) a receiver is appointed of any of the property or assets of Seller; (d) the making by Seller of any assignment for the benefit of creditors; (e) the admission by Seller in writing of its inability to pay its debts generally as they become due or the failure of Seller to generally pay its debts as such become due; (f) the taking of any corporate action by Seller or its shareholder or Board of Directors or any committee thereof in furtherance of any of the foregoing; or (g) Buyer in its reasonable opinion believes that Seller's ability to perform this Purchase Order is in danger or impaired; (h) any event occurs, or proceeding is taken, with respect to the Seller in any jurisdiction to which it is subject that has an effect equivalent or similar to any of the events of default listed in this paragraph.

In the event of such cancellation, Buyer shall have the rights and remedies set forth herein and Buyer's sole liability to Seller shall be for conforming goods completed and delivered to Buyer in accordance with this Purchase Order. Whenever Buyer has the right to demand of Seller adequate assurance of due performance, Buyer shall be sole judge of the adequacy of assurance given by Seller.

On termination of this agreement the Seller shall erase all of the Buyer's confidential information from its computer systems and, on request, clarify in writing to the Buyer that it has complied with this requirement.

13. ASSIGNMENT

Assignment of this order or any interest therein or any payment due or to become due thereunder without the written consent of Buyer shall be void.

14. INSPECTION / TESTING

Buyer shall have the right to inspect goods delivered prior to acceptance, notwithstanding the fact that full or partial payment for the goods has been made prior to delivery, that the goods have been inspected at Seller's place of business, or that the condition of the goods has been otherwise certified to Buyer.

Such inspection may include any measurement, testing or examination which leaves possible the return of the goods to Seller in substantially the condition in which they were delivered to Buyer. Buyer may reject or revoke its acceptance of any goods which do not strictly conform with Seller's obligations under these Conditions, and in such event, Buyer shall be entitled to exercise all or any of the remedies set forth in paragraph 8. Buyer's inspection, discovery of any breach of warranty, failure to make an inspection or failure to discover any breach of warranty shall not constitute a waiver of any of Buyer's rights or remedies whatsoever. Goods rejected or supplied in excess of quantities called for herein may be returned to Seller at its expense, to include postage, freight, inspection and packaging. Seller may also be required to replace rejected goods or services with goods or services acceptable to Buyer.

15. INVOICES AND PAYMENT

Unless otherwise provided in this Purchase Order, invoices will not be issued nor will payments be made prior to delivery. Individual invoices must be issued for each shipment under this order. Invoicing against this Purchase Order shall be made separately from all other orders and shall show complete order number.

16. TAXES

The prices for the goods sold hereunder include all taxes imposed upon or on account of such sale, unless otherwise clearly indicated to Buyer. Seller shall accept all tax exemption certificates provided by Buyer.

17. TITLE AND RISK OF LOSS

Title and risk of loss to products to be furnished under this Purchase Order shall pass to Buyer at the time of and place of delivery specified in the Contract. If this order involves work by Seller on Buyer material at Seller's work, risk of loss of the material or any part thereof shall be the responsibility of Seller. After Seller's work has been completed and delivered to Buyer or Buyer designee, the risk of loss of material or any part thereof shall be the responsibility of Buyer. Seller shall maintain insurance covering Buyer owned material against fire, theft or other casualty while in Seller's possession.

18. FORCE MAJEURE

Buyer shall have no liability to Seller or be deemed to be in default of the Contract owing to causes beyond the control of Buyer including but not limited to fire, flood, act of God, acts or regulations of any governmental or supranational authority, terrorism, war, riot, lock outs or industrial disputes.

19. SEVERABILITY

If any provision of this Contract shall be held to be illegal, void, invalid or unenforceable under the laws of any jurisdiction, the legality, validity and enforceability of the remainder of the contract in that jurisdiction shall not be affected, and the legality, validity and enforceability of the whole of the Contract shall not be affected in any other jurisdiction.

20. MODIFICATIONS

No modification of this Purchase Order shall be effective unless accepted in writing by an authorised representative of Buyer.

21. ENTIRE AGREEMENT

The Contract will constitute the whole agreement between the parties hereto, and supersede and extinguish any prior drafts, agreements, undertakings, representations, warranties and arrangements of any nature, whether in writing or oral, relating to the Contract or its subject. No course of prior dealings between the parties and no usage of trade shall be relevant to supplement or explain any term herein. Buyer's acceptance or acquiescence in a course of performance rendered by Seller hereunder shall not be relevant to determine the meaning of the Contract. Each party acknowledges that, in entering into this agreement, it has not relied on any statement, representation, assurance or warranty (whether made innocently or negligently) other than those expressly set out in this agreement. Each party agrees that all liability for any remedies in respect of any representations are excluded except as expressly provided in this agreement. Nothing in this clause shall limit or exclude any liability for fraud.

22. THIRD PARTIES

Buyer and Seller do not intend that any Conditions of the contract will be enforceable by virtue of the Contracts (Rights of Third Parties Act 1999) by any person that is not a party to it.

23. RIGHTS OF BUYER

These Conditions are in addition to and without prejudice to Buyer's rights at law.