



Infinity Metals, LLC
Terms and Conditions of Sale

1. **Terms and Conditions Shall Control** – These terms and conditions will apply to all goods, labor, and services furnished by Infinity Metals, LLC (“Infinity Metals”) to the buyer of such goods, labor, and services (“Customer”). Customer and Infinity Metals will collectively be referred to as the “Parties.” In addition, these terms and conditions will control in the event of a conflict between these terms and conditions and any terms and conditions contained in any purchase order, master service agreement, or any other agreement or document between Customer and Infinity Metals.
2. **Acceptance and Termination of Order** – Acceptance of any order is subject to Infinity Metals’ approval of Customer’s credit. If for any reason Customer’s credit becomes unsatisfactory to Infinity Metals at any time, Infinity Metals may terminate an order of Customer or require Customer to pay COD. If Customer terminates an order, Customer will be responsible for the price and cost of all goods ordered and all labor and/or services provided by Infinity Metals up until the time the order is terminated.
3. **Price and Payment** – Unless otherwise stated, all prices are expressed in United States Dollars and shall be those in effect at the time of shipment, which shall be made F.O.B. shipping point, prepaid, and billed to Customer. All prices and amounts are net of any sales, use, excise or other tax or charge measured by the amount of the purchase price. Subject to Customers’ credit, all payments are due within 30 days from the date of invoice. Payment shall be made to Infinity at the address indicated on Infinity’s invoice. Infinity reserves the right to correct the price on any Sales Order, delivery ticket, or quotation due to typographical or mathematical error.
4. **Title and Risk of Loss**- Title shall pass to Customer upon delivery of the Product to Customer. Risk of loss of all Products shall pass to the Customer upon delivery of the Product to Customer. Infinity shall retain a security interest in the Products supplied hereunder until Customer’s complete payment of the purchase price, plus accrued interest and applicable taxes, if any. The security interest shall be enforceable both in the United States as well as in the country where the Product may be located.
5. **Taxes** – Prices shown may not include sales or other taxes imposed on the sale of the goods, labor, and services. Taxes now or hereafter imposed upon such sales or shipments will be added to the purchase price, and Customer will be invoiced for such taxes. Customer agrees to reimburse Infinity Metals for such taxes or provide Infinity Metals with an acceptable tax exemption certificate.
6. **Delay in Delivery** – Infinity Metals is not responsible for delays in delivery of goods or performance of services caused by earthquakes, floods, hurricanes, named tropical storms, lightning strikes, ice storms, blizzards, icebergs, air and sea disasters, explosions and fire, epidemics, acts of God or public enemy, war, terrorism, national emergency, invasions, insurrections, riots, strikes, lockouts, blockades, any laws, rules, regulations, orders, directives of or interference by any government, government agency, failure of its suppliers to ship or deliver on time, or any other circumstance beyond Infinity Metals’ reasonable control. In no circumstances shall Infinity Metals be liable for any consequential or special damages arising from any delay in shipment, delivery, or performance.
7. **Inspection** – Customer is encouraged to inspect Goods at Seller’s facility prior to delivery. Upon Customer’s request, Infinity will provide Customer with reasonable notice of the date and time for such inspection. Should Customer fail to attend such inspection and Goods are determined unacceptable by Customer upon delivery, Customer will be responsible for transportation and associated costs back to Infinity Metals. Goods shall be deemed to conform in all respects to the specifications and requirements of the Purchase Order agreement and Buyer shall waive any claims for non-conformity immediately upon taking delivery of the Goods.
8. **LIMITED WARRANTIES – INFINITY METALS WARRANTS ITS GOODS SHALL CONFORM TO THE CUSTOMER’S ORDER. HOWEVER, INFINITY METALS DISCLAIMS AND MAKES NO OTHER EXPRESS OR IMPLIED WARRANTIES REGARDING ANY GOODS, LABOR, AND/OR SERVICES FURNISHED BY INFINITY METALS, AND INFINITY METALS SPECIFICALLY DISCLAIMS ALL IMPLIED WARRANTIES INCLUDING BUT NOT LIMITED TO THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.**
9. **LIMITATIONS OF LIABILITY - INFINITY METALS’ LIABILITY SHALL BE LIMITED TO THE LESSER OF COST OF REPAIR OR REPLACEMENT OF THE GOODS, LABOR, AND/OR SERVICES FURNISHED OR A REFUND OF THE PRICE THEREOF. INFINITY METALS SHALL NOT BE LIABLE AND CUSTOMER WAIVES ALL CLAIMS FOR ANY INCIDENTAL, SPECIAL, CONSEQUENTIAL, OR PUNITIVE DAMAGES. INFINITY METALS’ MAXIMUM CUMULATIVE LIABILITY TO CUSTOMER FOR ANY AND ALL CLAIMS OR SERIES OF CLAIMS IN THE AGGREGATE ARISING OUT OF OR IN CONNECTION WITH ANY GOODS, LABOR, AND/OR SERVICES FURNISHED BY INFINITY METALS SHALL NOT EXCEED 100% OF THE SALE PRICE OF SUCH GOODS, LABOR, AND/OR SERVICES. THE LIMITATIONS OF LIABILITY DESCRIBED HEREIN SHALL APPLY TO ANY AND ALL CLAIMS (WHETHER ARISING IN TORT, CONTRACT, OR OTHERWISE) REGARDLESS OF CAUSE OR FAULT ON THE PART OF INFINITY METALS.**
10. **INDEMNITY – CUSTOMER WILL INDEMNIFY, DEFEND, AND HOLD HARMLESS INFINITY METALS FROM ANY AND ALL CLAIMS ARISING OUT OF OR RELATED TO GOODS, LABOR, AND/OR SERVICES FURNISHED BY INFINITY METALS TO THE EXTENT SUCH CLAIMS ARE THE RESULT OF CUSTOMER’S NEGLIGENCE OR FAULT.**
11. **Interest and Attorney Fees** – Interest shall accrue on amounts past due at a monthly rate of 1.5% or the maximum rate permitted by law. In the event that legal action is required to collect money due for goods, labor, and/or services, Customer shall pay all reasonable costs, including without limitation, collection agency costs, attorneys’ fees and court costs incurred by Infinity Metals.
12. **Liens** – Infinity Metals expressly reserves all lien and bond rights. Customer agrees to provide Infinity Metals, upon request, information relevant to Infinity Metals’ lien and bond claims or the perfection thereof.
13. **Authorization for Credit Review** – Customer authorizes Infinity Metals, at any time, to obtain any and all information, related to Customer’s credit from any and all sources.

14. Assignment – Customer shall not assign its rights or delegate its duties hereunder or any interest herein without the prior written consent of Infinity Metals. Any such assignment is void.

15. Compliance with Laws - Buyer shall comply with any applicable laws, rules and regulations to which Seller is subject that relate to this Agreement, including legislation or regulation governing export of the Products out of the country where sold to Buyer by Seller and into the country of destination. Buyer agrees to hold harmless Seller for Buyer's failure to comply fully with any such laws, legislation or regulations. Buyer shall ensure that all necessary licenses, permits and consents have been obtained by the Buyer. US law prohibits the export and re-export of Infinity Metals' products to any restricted or prohibited individuals identified by the US government, as well as to any embargoed and/or sanctioned countries.

16. Waiver – The failure of Infinity Metals to insist upon the performance of any of these terms or conditions or to exercise any right hereunder shall not be deemed a waiver of such terms, conditions, or rights in the future, nor shall it be deemed to be a waiver of any other term, condition, or right hereunder.

17. Severability - If any provision herein is partially or completely unenforceable pursuant to applicable law, then such provision shall be deemed amended to the extent necessary to make it enforceable. If such an amendment is not possible, then such provision shall be deemed deleted. If any provision is so deleted, then the remaining terms and conditions will remain in full force and effect.

18. Entire Agreement and Amendment - These terms and conditions constitute the entire understanding between the Parties, and replace any previous oral or written agreements, representations, or statements. No modification or amendment to these terms and conditions will be effective unless it is in writing and signed by an authorized representative of both Parties. Any proposed modifications or additional terms are specifically rejected and deemed a material alteration hereof. If this document shall be deemed an acceptance of a prior offer by Customer, such acceptance is expressly conditional upon Customer's assent and agreement to any additional or different terms set forth herein.

19. Disclaimer of Reliance - Customer acknowledges that it agrees to these terms and conditions by its own free choice, without any inducement offered in any way other than the express terms and conditions contained herein. Customer warrants and represents that no promise, agreement, representation, inducement or condition not set forth in these terms and conditions has been made or relied upon by Customer in agreeing to these terms and conditions. Customer is relying solely upon its own judgment in agreeing to these terms and conditions.

20. Law / Forum / Arbitration - These terms and conditions and the relations between the Parties shall be governed by the procedural and substantive laws of the state of Texas, exclusive of conflict of laws principles which would direct the application of the substantive or procedural law of another jurisdiction. If Customer's principal place of business is in any state, territory, or district of the United States of America, each party: (a) irrevocably submits to the jurisdiction and venue of the courts located in Harris County for the resolution of any and all disputes arising from or relating to these terms, The agreement and the relations between the Parties; and (B) KNOWINGLY AND VOLUNTARILY WAIVES ALL RIGHTS TO A JURY TRIAL IN ANY LEGAL PROCEEDING ARISING FROM OR RELATING TO THESE TERMS, THE AGREEMENT AND THE RELATIONS BETWEEN THE PARTIES. If Customer's principal place of business is not in any state, territory, or district in the United States of America, each party agrees all disputes arising out of or relating to these terms and conditions, the relationship between the Parties, or any orders, shall be finally settled under the Rules of the International Chamber of Commerce by a single impartial and qualified arbitrator appointed in accordance with the said rules within the limits of the City of Houston, Texas. The arbitrator will have the authority to determine the validity and existence of an agreement between the Parties including, without limitation, the existence of the agreement containing this arbitration agreement and apportion liability between the Parties, but will not have authority to award any damages or remedies not available under, or in excess of, the terms herein. The arbitration award will be presented to the Parties in writing, upon request, will include findings of fact and conclusions of law, and may be confirmed, reviewed, and enforced in any local, state, or federal court located within Houston, Texas. The Parties expressly reserve all rights to pursue injunctive relief in any court located in Houston, Texas. The Parties acknowledge and agree that these terms and conditions govern activities in interstate commerce, and accordingly, the Federal Arbitration Act of the United States shall control and apply to all arbitration conducted hereunder notwithstanding any state law provisions to the contrary.

21. CUSTOMER ACKNOWLEDGMENT - CUSTOMER HAS READ ALL OF THESE TERMS AND CONDITIONS. CUSTOMER HAS HAD THE OPPORTUNITY TO ASK ANY QUESTIONS CONCERNING THE TERMS AND CONDITIONS BEFORE AGREEING TO THEM. CUSTOMER FURTHER STATES THAT IT HAS BEEN ADVISED BY AN ATTORNEY OF ITS CHOICE AND SELECTION, OR HAS HAD THE OPPORTUNITY TO CONSULT WITH SUCH ATTORNEY REGARDING THE BENEFITS AND DETRIMENTS OF AGREEING TO THESE TERMS AND CONDITIONS. CUSTOMER HAS READ AND UNDERSTANDS THE TERMS AND CONDITIONS. CUSTOMER HAS BEEN ADVISED TO KEEP A COPY OF THE TERMS AND CONDITIONS.