



AA Metals, Inc.
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Sales Agreement

The following terms and conditions of sale shall apply to all sales agreements entered into by AA Metals, Inc. ("Seller"), regardless of anything provided in buyer's terms and conditions of purchase, if any. This Sales Agreement constitutes the entire contract regarding the subject matter hereof, and all prior written or oral representations, promises, conditions or statements are merged herein. Any additional terms are given effect only if such terms are agreed to by Seller through either Seller's written agreement to or full performance of such additional terms. These conditions shall be binding upon and inure to the benefit of Seller's and Buyer's respective heirs, administrators, executors, successors, legal representatives and assigns.

1. **Governing laws/Terms.** The parties agree that all communications or other records with respect to any transactions under this Sales Agreement, including those required to be in writing, shall have legal effect, validity and enforceability if provided in a retrievable and reproducible electronic or tangible medium. This sale agreement shall be governed by the laws of the State of Florida without regard to its choice of law provisions, and including but not limited to the applicable provisions of the Uniform Commercial Code as adopted by the State of Florida. The rights and remedies granted Seller hereunder shall be in addition to all rights and remedies granted Seller under such Uniform Commercial code and state law. The invalidity or unenforceability of any term or provision of this sales agreement shall not affect the validity or enforceability of any of the other terms or provisions hereunder, and the remainder of this Sales Agreement will not be affected thereby and will remain valid and enforceable.
2. **Delivery and Force Majeure.** Delivery dates or periods are approximated and not binding upon seller. Seller's failure to perform hereunder as a result of acts of nature, terrorism, labor disputes, governmental actions, war or civil commotion, fire, default by any common carrier, and other cause beyond Seller's reasonable control shall entitle Seller to extend the time for performance and delivery for a period, or periods, of time which, in Seller's discretion appears to be reasonable, or, Seller may, at its sole option, cancel the sale, without further liability on the part of seller.
3. **Claims.** Buyer shall have no claim against Seller with respect to the materials delivered hereunder unless Buyer shall have notified seller in writing within 10 days after Seller's delivery of the materials to Buyer detailing the nature and extent of the claim and affording seller the opportunity to inspect the materials at the point of rejection. Buyer shall protect the materials from damage or deterioration until Seller shall have inspected them. If, in Seller's opinion, after such inspection, the complaint of Buyer is valid, or if seller elects not to inspect, Seller shall thereupon have the right either to replace such goods within a reasonable time with other goods meeting the agreed specifications, or to cancel the sale, and it shall, in either event, thereupon have the right to require return of the original shipment at its cost. When more than one class or grade of goods is contained in a single delivery, and one or more of said classes or grades are not in material compliance with the agreed specifications, any other class or grade contained in such single delivery that conforms to the agreed specifications shall not be affected, and the parties shall be fully bound with respect thereto.
IN NO EVENT SHALL SELLER'S LIABILITY EXCEED THE SALE PRICE OF THE GOODS TO BE PURCHASED HEREUNDER, AND IN NO EVENT SHALL SELLER BE LIABLE FOR INCIDENTAL, CONSEQUENTIAL OR SPECIAL DAMAGES OF ANY KIND WHATSOEVER.
4. **Buyer's payments.** Buyer's payment is not subject to, and may not be withheld by reason of, offset, counterclaims, or claim of Force Majeure without seller's prior written consent. Seller may withhold delivery of some or all of the materials in the event of any failure by Buyer to make any payment as and when due hereunder. If Seller has reason to believe that Buyer may be unable or unwilling to pay for Materials as and when due under any agreement between Seller and Buyer, Seller may withhold delivery under that or any other agreement between Seller and Buyer until buyer has tendered cash payment in advance of delivery or until Buyer has made security arrangements acceptable to Seller and, in the absence of such advance payment or security arrangement within the time specified therefore by seller, seller may terminate all or any portion of that or any other agreement between Seller and Buyer, and Buyer shall be responsible to reimburse any expenses or losses incurred by Seller as a result of such termination. Waiver of any default of Buyer shall not constitute a waiver of any subsequent default. If Seller brings suit against buyer for breach of this sales agreement, Seller shall be entitled to collect reasonable attorneys' fees and costs.
5. **Indemnification.** Buyer will indemnify and defend seller from and against all costs, claims, losses, liabilities, and other expenses (including court costs and attorney's fees) resulting from any use or application of the materials by buyer or by any person or firm in possession of the Materials or any goods containing the Materials from or after Buyer.
6. **Warranty.** Seller warrants only that the Materials will conform to the requirements of the specifications contained herein. Seller makes no other warranty or representation concerning the Materials and specifically declines to make the warranties of merchantability or fitness for particular purposes.
7. **Arbitration.** Any dispute arising out of or relating to this Agreement, or the breach hereof, shall be referred to and settled by arbitration in Orlando, Florida, USA in accordance with the Rules of the American Arbitration Association Rules or Commercial Arbitration. The award resulting from there shall be final and binding on the parties hereto and upon all parties to such arbitration and judgment upon the award rendered by the arbitrations may be entered in any court having jurisdiction over such parties.
8. **Electronic signatures.** Electronically transmitted signatures will be accepted as originals.