



Sales Order Terms

This document was last updated on 09-24-07.

1. Entire Agreement

The parties agree that these ADDITIONAL TERMS AND CONDITIONS OF SALE, and the terms on the reverse side hereof, constitute the entire agreement and understanding between the parties relating to the subject matter hereof, and that this Agreement may only be modified in writing signed by both parties.

2. Delivery/Title/Risk of Loss.

The parties agree that for Destinations within the continental United States (excluding Alaska), all products sold hereunder are sold, F.O.B. Origin, unless otherwise agreed in writing. Buyer agrees that, for products sold F.O.B. Origin, Buyer or representative of Buyer will be available for receipt of the products at the Destination during all normal business hours and that the Destination has facilities reasonably suited to the receipt of the products. The parties agree that the title and all risk of loss shall pass to Buyer at the Seller's pickup point. The method and agency of transportation and the routing will be designated by Golden Aluminum Incorporated. Any additional charges resulting from compliance with the Buyer's request with respect to the use of agency or method of transportation or routing shall be at the cost of the Buyer. If the Buyer requests pickup, the destination is the Buyer's truck and Golden Aluminum Incorporated will not deliver or bear cost of transportation or make allowance for freight expense, unless otherwise agreed in writing. Golden Aluminum Incorporated will load goods onto Buyer's trailer. All products sold with Buyer pickup and Seller load will have F.C.A. commercial terms.

3. Payment Amounts/Price Modifications.

Buyer agrees to pay Golden Aluminum Incorporated for products on the basis of the Price specified. Buyer agrees to pay Golden Aluminum Incorporated for any costs, taxes, tariffs, fees, or other charges which Golden Aluminum Incorporated pays or is required to collect with respect to the sales, purchase, delivery, shipment, storage, or use of any products sold hereunder, whether or not specified on the reverse side hereof. Buyer agrees that, unless otherwise agreed to in writing, Golden Aluminum Incorporated may adjust the Price specified on the reverse side hereof prior to shipment, providing that such Price adjustments does not exceed Golden Aluminum Incorporated applicable price schedules in effect at the time of shipment for the same or comparable products.

4. Warranty/Disclaimer.

Golden Aluminum Incorporated warrants that for one year (1) from date of delivery of products to Buyer, the products will conform to the Product Description set forth and/or referenced on the reverse side hereof. This is Golden Aluminum Incorporated's sole warranty with respect to these products. GOLDEN ALUMINUM INCORPORATED MAKES NO OTHER WARRANTY, EXPRESSED OR IMPLIED, AND EXPRESSLY DISCLAIMS ANY IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. BUYER AGREES THAT, IN NO EVENT SHALL GOLDEN ALUMINUM INCORPORATED BE LIABLE FOR ANY ACTUAL OR ALLEGED PROPERTY DAMAGE, BODILY INJURY, DEATH OR CONSEQUENTIAL OR INCIDENTAL DAMAGE ARISING OUT OF ANY USE, OR INABILITY TO USE, ANY PRODUCTS SOLD TO BUYER HEREUNDER, AND BUYER FURTHER AGREES TO DEFEND, INDEMNIFY AND OTHERWISE HOLD HARMLESS GOLDEN ALUMINUM INCORPORATED WITH RESPECT TO ANY CLAIMS ASSERTED AGAINST GOLDEN ALUMINUM INCORPORATED ON ANY SUCH BASIS.

5. Buyer's Remedy.

The parties agree that BUYER'S SOLE AND EXCLUSIVE REMEDY for breach of the above warranty shall be, at Golden Aluminum Incorporated's option; reimbursement of payments with return of the products, exchange of the products at the negotiated F.O.B. points, or repair of the products. Buyer agrees this remedy shall be available only upon satisfactory proof that the alleged breach was not caused subsequent to delivery. Buyer agrees to be responsible for all repair or shipment-related costs associated with any remedy hereunder.

6. Inspection/Revocation.

Buyer agrees to inspect the products upon receipt, advise Golden Aluminum Incorporated in writing of any apparent warranty breach and exercise any applicable right of revocation of acceptance within thirty (30) days after receipt of the products. Buyer agrees that failure to so advise Golden Aluminum Incorporated in writing within such thirty (30) day period, shall be deemed an express and knowing waiver of any remedy otherwise available hereunder for such apparent product warranty breach and of any applicable right of revocation of acceptance.



7. Excusable Delays/Force Majeure.

Buyer agrees that the Estimated Delivery Date is not binding on Golden Aluminum Incorporated and that Golden Aluminum Incorporated will not be responsible for delays in shipment nor liable for any resulting losses or damage, including without limitation, delays resulting from reasons of force majeure, such as acts of God or United States Government, shortages of fuel or raw material, transportation delays, labor disputes, embargoes, or severe weather.

8. Buyer Delay/Termination.

Buyer agrees that in the event it requests or causes delays of performance or it terminates this Agreement, in whole or part, Golden Aluminum Incorporated may invoice and Buyer shall pay all costs incurred therewith by Golden Aluminum Incorporated, including, without limitation settlement expenses and reasonable attorney fees, if applicable, together with a responsible profit thereon, or the full contract price, whichever is less.

9. Credit Approval/Suspension of Performance/Enforcement Costs.

Invoices submitted by Golden Aluminum Incorporated against this order are payable in U.S dollars unless otherwise noted on the face of this document. Buyer agrees that Golden Aluminum Incorporated's obligations under this Agreement are subject to credit approval of Buyer by Golden Aluminum Incorporated and that if, in Golden Aluminum Incorporated's judgment, reasonable doubt exists as to the Buyer's financial responsibility or if Buyer is past due of any amount owing Golden Aluminum Incorporated, Golden Aluminum Incorporated shall have the right, without liability or prejudice to any other remedies, to suspend performance, decline to deliver, or stop products in transit until Golden Aluminum Incorporated receives payment of all such amounts or until adequate arrangements for payment are made. Buyer agrees that, in the event Buyer fails or refuses to pay any invoices in accordance with the term hereof, interest shall accrue on such unpaid amounts up to the maximum legal rate. Buyer agrees that it will be liable to Golden Aluminum Incorporated for all associated costs and expenses including reasonable attorney's fees, incurred by Golden Aluminum Incorporated in the collection of any amounts past due under this Agreement and/or for enforcement of any other rights of Golden Aluminum Incorporated hereunder. Golden Aluminum Incorporated may refuse to acknowledge the remaining portion of the order or may resume production and ship the remaining portion of the order demanding payment of each invoice at the time of shipment.

10. Standard Quality Tolerances.

The parties agree that unless otherwise stated on the reverse side hereof, the Standard Quality Tolerances are as follows for all Golden Aluminum Incorporated products; a) plus or minus 10% for orders over 200,000 pounds, b) plus or minus 15% for order under 200,000 pounds.

11. Indemnity.

Buyer agrees to indemnify and defend Golden Aluminum Incorporated from any loss, liability, claims, suits and costs caused by or related to the design or composition of the products or the design of the packaging or containers in which the products are shipped.

12. Miscellaneous.

The parties agree that no provisions hereof or breach of any provision will be deemed waived by reason of any previous waiver. The parties agree that this Agreement shall be governed by, subject to, and constructed according to the laws of the State of Colorado. The parties further agree that a state or federal court located within Colorado will have sole jurisdiction over any litigation concerning this Agreement.