

13200 Crossroads Parkway North, Suite 305  
City of Industry, CA 91746  
Tel: (818) 332-5700 Fax: (888) 332-1883

**MT METAL TRADING TERMS & AGREEMENT**

**\*\*\*PRICES ARE VALID ONLY FOR THE WEEK OF QUOTATION \*\*\***

This Agreement sets out the Terms and Conditions under which [CUSTOMER NAME] may purchase aluminum products from MT Metal Trading. Please read the following Terms and Conditions before placing your order. By completing the customer application process and purchasing from MT Metal Trading, the customer agrees to the following Terms and Conditions of this Agreement:

**1. SERVICES PROVIDED**

MT Metal Trading is prepared to provide the following professional services to [CUSTOMER NAME]: the sale, production, and delivery of mill direct and depot aluminum products.

**2. PRICE CALCULATIONS AND ADDITIONAL CHARGES**

The price list is updated every Monday. **Thus, prices are only valid for the week of quotation (Monday-Friday).** This applies to all prices based on LME (m-1) and LME Average of the Month. *Total Fixed Price(s) are only valid on the same day as quotation up until 5:30 p.m. PST.*

Price calculations are based on the **price of aluminum per pound (lb) and one** of the following **LME pricing options**:

- a) **LME (m-1):** The LME cash settlement average of the month prior to Bill of Lading departure date of products.
- b) **LME Average of the Month:** The LME cash average of the month in which the order was placed, **or** the LME cash average of the month *following* the order placement. The LME cash average of the month depends on the following:
  - 1. If an order is placed **on or before the 15<sup>th</sup> of the month**, the customer has *two* pricing options: (1) the LME cash average of the month in which the order was placed, **or** (2) the LME cash average of the month *following* the order placement.
  - 2. If an order is placed **after the 15<sup>th</sup> of the month**, the customer has *one* pricing option: (1) the LME cash average of the month *following* order placement.
- c) **Total Fixed Price:** The agreed upon fixed price between the customer and MT Metal Trading. The Total Fixed Price(s) are only valid on the same day as quotation up until 5:30 p.m. PST.

Additional charges may apply if the customer requires special product sizing, specifications, packaging, shipping, and delivery.

If the customer requires the shipment and delivery of products beyond the port of export, the price of aluminum per pound (lb) will include additional costs such as shipping, freight, marine insurance, customs clearance and duties, and all related transportation as needed and specified by the customer.

**3. PAYMENT TERMS**

Customers have up to 30 days from the Receipt of Goods (ROG) date to pay the full invoiced amount to MT Metal Trading by check or wire transfer in U.S. dollars, unless the seller and customer have agreed to other payment terms in written form, which will be listed on the customer's purchase order.

Invoices past due 5 or more business days will incur a 0.067% daily interest penalty based off of full invoiced amount.

#### 4. DELIVERIES AND SHIPPING TERMS

All deliveries will be based on the following Shipping Terms:

- a) **Free on Board (FOB):** MT Metal Trading is responsible for loading the products aboard the customer's specified containership at the port of export. Once the goods have passed over the ship's rail at the port of export, the customer takes full responsibility of transporting products to their final destination. This is used for sea transport only.
- b) **Cost and Freight (CFR):** MT Metal Trading is responsible for loading the products aboard a containership at the port of export and paying costs and freight to bring the products to the port of import specified by the customer. Once the goods have passed over the ship's rail at the port of export, the customer takes full responsibility of transporting products to their final destination. This is used for sea transport only.
- c) **Cost Insurance, Freight (CIF):** MT Metal Trading is responsible for loading the products aboard a containership at the port of export and paying costs, freight, and marine insurance to bring the products to the port or railway ramp of import specified by the customer. Although marine insurance covers the risk of loss or damage to products during carriage, the customer should note that MT Metal Trading is only required to obtain minimum coverage insurance. Once the goods have passed over the ship's rail at the port of export, the customer takes full responsibility of transporting products to their final destination. This is used for both sea and railway transport.
- d) **Carriage Paid To (CPT):** MT Metal Trading is responsible for loading the products aboard a containership at the port of export and paying costs and freight to bring the products to the port of import specified by the customer. Once the goods have been delivered into the custody of the containership at the port of export, the customer takes full responsibility of transporting their products from the port of import to their final destination. This is used for both sea and railway ramp transport.
- e) **Delivered Duty Paid (DDP):** MT Metal Trading is responsible for loading the products aboard a containership at the port of export and pays for all costs including freight, marine insurance, customs clearance and duties, and all related transportation costs to get the products directly to the customer's door.

#### 5. LEADING TIME

The average total leading time for all deliveries made to the United States is 55-90 days. The average total leading time is based on the following:

- a) Ex Works time: 30-50 days to produce products depending on product specifications.
- b) Export customs clearance time: approx. 5 business days
- c) Shipping time: 20 days to get to any U.S. West Coast port from Ex Mill.  
30 days to get to any U.S. Midwest port or railway ramp from Ex Mill.  
45-50 days to get to any U.S. East Coast or Gulf Coast port or railway ramp from Ex Mill.
- d) Import customs clearance plus delivery time to final destination address: approx. 5 business days

Leading time may be longer than 90 days depending on the following conditions:

- a) Product(s) ordered
- b) Shipping Terms: FOB, CFR, CIF, or DDP
- c) Force majeure

#### **6. CHANGES MADE AFTER ORDER PLACEMENT**

Product sizes, tempers, and specifications may be changed up to 10 business days following the order placement date. After 10 business days, changes cannot be made to product sizes, tempers and specifications.

Alloys cannot be changed after the order placement date.

#### **7. CANCELLATION**

If in the case the customer must cancel an order, they must cancel within the first 5 business days following the Purchase Order date to avoid any penalty fee.

If the customer cancels an order 6-10 business days following the Purchase Order date, the customer will be charged 10% of the Total Amount listed on the Proforma Invoice.

Orders cannot be cancelled 11 business days or more following the Purchase Order date.

SELLER

\_\_\_\_\_  
Authorized Signature

\_\_\_\_\_  
Print Name and Title

\_\_\_\_\_  
Date

PURCHASER

\_\_\_\_\_  
Authorized Signature

\_\_\_\_\_  
Print Name and Title

\_\_\_\_\_  
Date