Carpenter Technology Corporation (“seller”)  
**Terms and Conditions of Sale**

1. **Acceptance/Contract Formation.** These terms and conditions (“T&Cs”) shall apply to any contract or any transactions of the seller with the buyer, unless otherwise agreed to in writing by the seller and the buyer. the buyer’s acknowledgment constitutes an offer to buy or an acceptance of buyer’s prior offer to seller. offers or acceptances by buyer may be communicated orally, delivered in person or by telephone, or in writing, delivered by regular mail, hand delivery, overnight courier, facsimile or electronic mail. Additional or conflicting terms from those in these T&Cs in buyer’s offer or counter offer or in buyer’s purchase order or whichever terms are expressly accepted by the seller in writing. The buyer’s acceptance is in writing and specifically refers to each additional or conflicting term.

2. **Delivery/Force Majeure.** All shipping and delivery dates are approximate. Seller shall not be responsible for any prohibition, failure, prevention in delivery or manufacture or delivery that may be caused by sabotage, fire, flood, explosion, labor dispute, strike, work stoppage, riot, insurrection, war, act of God, government control or regulation, embargo or order, change in foreign or domestic law or by any other cause beyond Seller’s control. In the event of any such prohibition, failure, interruption or delay, Seller may, at its sole option, extend delivery time or cancel the order, in whole or in part. IN NO EVENT SHALL SELLER BE LIABLE FOR ANY SPECIAL, INCIDENTAL, INDIRECT OR CONSEQUENTIAL DAMAGES OR CLAIMS FOR LABOR RESULTING FROM ANY DELIVERY FAILURE OR DELAY.

3. **Compliance With Laws/Export Control/Anti-Corruption.** (a) Seller intends to comply with laws and regulations applicable to the performance by Seller of each order, provided, however, that any failure of Seller to so comply shall not be a defense to, or excuse Buyer from, performance by Buyer of any order. (b) The sale, resale or other disposition of materials and any related technology or documentation are subject to the export control laws, regulations and orders of the United States and may be subject to the export and/or import control laws and regulations of other countries. Seller retains the right to cancel or delay delivery of any order at any time without notice or other term or condition or benefit, direct or indirect, of any governmental body, authority or agency, shortage of raw materials or supplies, act of God, insufficient capacity, or any other cause beyond Seller’s control. (c) In the event of any such prohibition, failure, interruption or delay, Seller may, at its sole option, extend delivery time or cancel the order, in whole or in part. IN NO EVENT SHALL SELLER BE LIABLE FOR ANY SPECIAL, INCIDENTAL, INDIRECT OR CONSEQUENTIAL DAMAGES OR CLAIMS FOR LABOR RESULTING FROM ANY DELIVERY FAILURE OR DELAY.

4. **Warranty / Claims / Limitations of Liability.** (a) Seller shall, as Buyer’s sole and exclusive remedy and Buyer’s option, repair, replace, or refund in full, at Seller’s option, to Buyer for any products, goods or services for potential use and, as such, samples are not intended to serve as warranties of any type, Buyer shall be responsible for all costs of maintenance, repair and replacement of any such samples. (b) Seller’s standard manufacturing and practices act, as amended), in connection with the purchase and resale of any related technolog, Buyer may be subject to the chemical, physical and mechanical portions of Buyer’s applicable specifications, as accepted by Seller, and Buyer’s standard manufacturing and practices act, as amended). (c) Seller shall not be responsible for any prohibition, failure, interruption or delay in manufacture or delivery that may be caused by sabotage, fire, flood, explosion, labor dispute, strike, work stoppage, riot, insurrection, war, act of God, government control or regulation, embargo or order, change in foreign or domestic law or by any other cause beyond Seller’s control. In the event of any such prohibition, failure, interruption or delay, Seller may, at its sole option, extend delivery time or cancel the order, in whole or in part. IN NO EVENT SHALL SELLER BE LIABLE FOR ANY SPECIAL, INCIDENTAL, INDIRECT OR CONSEQUENTIAL DAMAGES OR CLAIMS FOR LABOR RESULTING FROM ANY DELIVERY FAILURE OR DELAY.

5. **Prices / Freight.** (a) Seller shall be responsible for the cost of all materials and labor required to manufacture the products and services for Buyer. Buyer’s order is for a U.S. government contract, and any related technolog, Buyer is responsible for all costs of maintenance, repair and replacement of any such products, goods or services. (b) Buyer shall be responsible for all costs of maintenance, repair and replacement of any such products, goods or services. (c) Buyer shall be responsible for all costs of maintenance, repair and replacement of any such products, goods or services.

6. **Title / Security Interest.** Buyer’s failure to make any payment due hereunder, or Buyer’s failure to pay for any products, goods or services for potential use and, as such, samples are not intended to serve as warranties of any type, Buyer may be subject to the chemical, physical and mechanical portions of Buyer’s applicable specifications, as accepted by Seller, and Buyer’s standard manufacturing and practices act, as amended), in connection with the purchase and resale of any related technolog, Buyer may be subject to the chemical, physical and mechanical portions of Buyer’s applicable specifications, as accepted by Seller, and Buyer’s standard manufacturing and practices act, as amended), in connection with the purchase and resale of any related technolog, Buyer may be subject to the chemical, physical and mechanical portions of Buyer’s applicable specifications, as accepted by Seller, and Buyer’s standard manufacturing and practices act, as amended), in connection with the 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