

VISTA METALS, INC.
STANDARD TERMS AND CONDITIONS
(OF QUOTATION/ACKNOWLEDGMENT)

1. Proposal; Terms. The terms and conditions herein contained form a part of each quotation/order acknowledgment (each hereinafter collectively a "Proposal") furnished by Vista so long as these terms and conditions remain in effect and may not be altered, amended or waived by Vista except in writing signed by a duly authorized representative of Vista. Each Proposal constitutes an offer to furnish the equipment, parts and other items covered by the hereby (the "Equipment") upon the express terms and conditions set forth herein and elsewhere in the particular Proposal. Vista objects to and hereby rejects any additional or different terms or conditions proposed or requested by Customer unless expressly set forth in and made a part of the particular Proposal (and will apply only to the particular Proposal as to which accepted). These terms and conditions will remain in effect until Vista notifies Customer of a change.

2. Duration of Offer. Each Proposal expires at the option of Vista unless an acceptance is received at the offices of Vista within 30 days from the date of the particular Proposal. Each Proposal is subject to change by Vista at any time prior to acceptance.

3. Prices; Licenses. Prices are based on, and delivery will be made, F.O.B. point of shipment. Customer agrees to pay when and as due in accordance with applicable law, all sales, excise, use, gross receipts, value added and similar taxes and to secure at its sole cost and expense all applicable licenses and permits, whether Federal, State or local.

4. Payment. Customer shall pay the net amount due under each Proposal in full within 30 days of invoice by Vista subject to any applicable prepayment discount specified on the face or elsewhere in the particular Proposal. Customer will pay interest with respect to any amount which is not paid when due at the rate of one percent (1%) for each calendar month (or fraction thereof) that such charge remains unpaid. All amounts are payable without deduction, setoff, recoupment, counterclaim, credit or backcharge, of any type or nature unless expressly approved in writing by Vista.

5. Delivery. Dates for delivery or performance set forth in any particular Proposal are Vista's best current estimate of delivery and performance and are subject to revision.

6. Patents; Copyrights; Trade Secrets. Customer represents that any designs, drawings, blueprints, models, parts or other materials furnished to Vista (the "Materials"), the use thereof, the manufacture of the Equipment in accordance therewith, and the subsequent use of the Equipment does not and will not violate or infringe or constitute a misappropriation of any patent, copyright, trade secret or other intellectual, industrial or proprietary right or interest of any third party ("Proprietary Rights"). Customer agrees to indemnify, defend and hold harmless Vista, its successors and assigns from and against any and all liability, cost, damage and expense arising out of or relating to any breach of this section or any claim or action that the delivery to or use by Vista of the Materials or the manufacturer, sale or use of the Equipment violates, infringes or constitutes a misappropriation of the Proprietary Rights of any third party.

7. Title and Risk of Loss. Title to the Equipment shall remain in Vista until the complete purchase price, taxes, delivery charges, and any and all additional costs and charges have been paid by Customer. Risk of loss of or damage to any of the Equipment shall pass to Customer upon Vista's delivery of the Equipment to any carrier regardless of the delivery term specified.

8. Export Compliance. Buyer acknowledges and agrees that it is subject to the United States of America rules, laws and requirements governing the export and/or reexport of Seller's products including, but not limited to the Export Administration Regulations, the International Traffic in Arms Regulations, regulations promulgating financial transaction restrictions administered by the United States Department of the Treasury, Office of Foreign Asset Controls or any of the laws, rules and regulations regarding prohibited and restricted parties, the International Emergency Economic Powers Act, the United States Export Administration Act, the United States Arms Export Control Act, the United States Trading with the Enemy Act, and all regulations, orders and licenses issued thereunder (collectively the "Export Laws"). Buyer warrants that it is and will remain in compliance with all such Export Laws. Buyer additionally warrants that it has not been, and is not currently, debarred, suspended, prohibited or impaired from exporting, reexporting, receiving, purchasing, procuring, or otherwise obtaining any product, commodity, or technical data regulated by any agency of the government of the United States. In particular, Buyer hereby gives assurance that unless notice is given to and prior authorization is obtained as required by the Export Laws, Buyer will not knowingly reexport, directly or indirectly, any Products or any technical data transferred by Seller to Buyer to any destination or person or entity in violation of the Export Laws.

9. Safety and Health; Indemnification. (a) Customer acknowledges its understanding that the Equipment is a tungsten carbide product that contains certain materials such as cobalt and/or nickel which have been identified as (or as potential or suspected) hazardous chemicals and/or carcinogens. Customer agrees to assume responsibility for ensuring the safe and proper handling, grinding, processing and use of the Equipment following delivery, and to comply with the provisions of the OSHA Hazard Communication Standard, 29 C.F.R. § 1910.1200, as amended, and all other applicable federal, state and local laws, rules, regulations and ordinances. In addition, Customer will indemnify, defend and hold Vista harmless from and against all liabilities, costs, damages, losses and expenses including attorney and other professional fees associated with any demand, allegation, claim, suit or judgment by any employee, agent, or representative of Customer, or of any subsequent user or handler of the Equipment, and by any other person exposed to the Equipment, any element or component thereof or any dust or particles from the foregoing, from or involving personal injury or death, directly or indirectly whether all or in part, from exposure to, or the handling, use, processing or grinding of the Equipment, the furnishing or making available of safety or venting devices, warnings or information, or any act or omission with respect to the foregoing under any form or theory of action whatsoever whether in contract, tort, warranty, negligence, strict liability or otherwise.

(b) In addition, proper use of the Equipment may require compliance with various safety related federal, state and/or local laws, rules, regulations and ordinances ("Laws") such as Laws requiring the installation or use of safety guards and devices. Customer assumes responsibility for compliance with such Laws and for the purchase, installation and use of such safety guards and devices, and agrees to indemnify, defend and hold harmless Vista from any

demand, allegation, claim, suit or judgment, arising out of or relating to, any death, personal injury, or property damage or any other economic loss, from or involving, all or in part, any violation of this subsection (b) or any such Laws, under any form or theory of action whatsoever whether in contract, tort, warranty, negligence, strict liability or otherwise.

10. Limited Warranty; Conditions. (a) Vista warrants that for a period of twelve (12) months following first use by or on behalf of Customer (with Customer to bear the burden of establishing the date of such first use), the Equipment and components thereof manufactured by Vista will be free from defects in material and workmanship. Vista's sole liability and obligation hereunder is limited, however, to exchanging or repairing free of charge, F.O.B. Vista's factory such Equipment or components which prove to be defective in material or workmanship within one year from such first use by or on behalf of Customer.

(b) The warranties set forth in Paragraph 10(a) hereof are conditioned upon the Equipment being properly installed, used and maintained by Customer. Any failure or defect due to wear and tear corrosion, erosion, abuse, installation, product grade selection, actions of chemicals, electrical discharge machining, fires, Acts of God or force majeure are excluded from such warranties and Vista shall have no liability or responsibility with respect thereto.

11. WARRANTIES AND REMEDIES EXCLUSIVE; CERTAIN DISCLAIMERS. THE WARRANTIES OF VISTA AS SET FORTH IN SECTION 10 ARE EXCLUSIVE AND ARE IN LIEU OF ANY AND ALL OTHER REPRESENTATIONS OR WARRANTIES, WHETHER EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION ALL WARRANTIES OF MERCHANTABILITY AND FITNESS FOR ANY PARTICULAR PURPOSE (WHETHER KNOWN TO VISTA OR NOT), ALL OTHER REPRESENTATIONS AND WARRANTIES BEING HEREBY EXPRESSLY DISCLAIMED BY VISTA AND WAIVED BY CUSTOMER. It is specifically agreed that, except as expressly warranted in Paragraph 10 hereof, Vista shall have no liability under any form or theory of action whatsoever, whether in contract, tort, warranty, negligence, strict liability or otherwise in any way relating to the Equipment, any component thereof, the design, installation or use thereof, the condition or quality thereof, any defect, or any act, error or omission of Vista, its employees, agents or representatives.

12. Limitation of Liability. Vista shall not be liable for any special, incidental, indirect, or consequential damages, or for lost profits, loss of use, increased overhead, or any other economic loss or damage, or for any equivalent proximate damages, arising out of or in connection with this Proposal, the performance or breach of performance by, or any act, error or omission of, Vista, its employees, agents or representatives, or any defect in or failure of the Equipment or any component thereof, the design thereof, or the condition or quality thereof, under any form or theory of action whatsoever, whether in contract, tort, warranty, negligence, strict liability or otherwise.

13. Limitation of Damages. In no event and under no circumstances shall Vista's liability under any form or theory of action whatsoever whether in contract, tort, warranty, negligence, strict liability or otherwise for any matter or thing relating to or arising out of any particular Proposal, the performance or breach of performance by, or any act, error or omission of, Vista, its employees, agents, or representatives, or any defect in or failure of the Equipment, any component thereof, the design thereof or the condition or quality thereof exceed, in the aggregate, the amounts paid by Customer to Vista under or in connection with the

particular part or item of Equipment. . The provisions of this paragraph 13 are in addition to and not in lieu of any other limitation, exclusion or disclaimer contained herein and shall not be construed as granting or implying any right of action or recovering against, or liability of, Vista for damages.

14. Modifications. No modification of these Terms and Conditions shall be effective unless agreed to in writing by Customer and by an officer of Vista.

15. No Waiver or Default. Forbearance by or failure of Vista to insist upon strict performance by Customer of its duties and obligations hereunder or to enforce any of the rights or privileges of Vista, or to exercise any right arising from any breach by Customer, shall not affect or impair the rights of Vista upon the continuation of such breach nor shall such forbearance or failure constitute a waiver of any future breach or right of enforcement by Vista.

16. Governing Law. Each Proposal, any other agreement between the parties related hereto, the transactions between Vista and Customer contemplated hereby or thereby shall be governed by and construed in accordance with the local laws of Pennsylvania. Vista and Customer agree that any dispute arising with respect to any Proposal, any alleged breach hereof, or to the Equipment or any activities relating to any Proposal or any Equipment covered by any Proposal, shall be brought in and only in the state or federal courts in Allegheny County and Customer hereby consents to, and waives its rights to object to, subject matter and personal jurisdiction and venue in any such proceeding in such courts.

17. Entire Agreement; Binding Effect. Each Proposal and the terms and conditions herein contained set forth the entire agreement between Vista and Customer with respect to the matters covered by the particular Proposal. There are no representations, understandings or warranties of any kind, express or implied, except as set forth herein. Each Proposal shall be binding upon and inure to the benefit of Vista, Customer and their respective successors and assigns, provided however that no assignment, delegation or transfer (whether by operation of law or otherwise) shall result in a discharge or release of the assignor, delegor or transferor of any of its duties or obligations hereunder.