

EXHIBIT B

TERMS AND CONDITIONS

1. ACCEPTANCE

The terms and conditions set forth herein contain the sole, entire and exclusive agreement between the Seller and the Buyer in this transaction superseding all prior discussions, proposals, negotiations, representations, and agreements. Any additional or conflicting terms, whether or not material, shall not, in any manner, by implication, by waiver, or otherwise, govern the relationship between Seller and Buyer. Any waiver, modification or amendment of these terms and conditions shall only be effective as against Seller if such waiver, modification or amendment is contained in a written instrument duly executed by or on behalf of Seller. Specification changes are subject to acceptance by Seller, to price revisions and to any adjustments necessary to cover material procured and processed and labor expended prior to receipt by Seller of revised specifications. Acceptance of this agreement by Seller is specifically conditioned upon the terms and conditions set forth herein.

2. SHIPMENTS

A) Shipment dates are based upon Seller's best judgment, are subject to production limitations and factory schedules, and hence are not guaranteed.

B) All sales, unless otherwise specified herein, are f.o.b. Seller's plant. Buyer is solely responsible for notifying the carrier as to any damage to or loss in transit of materials.

C) Claims for shortages shall not be accepted by Seller unless such claims are received by Seller in writing within forty-eight (48) hours after delivery of materials to

Buyer and are accompanied by a reference to Seller's shipping slip number. Seller shall be given a reasonable opportunity to inspect any shipment claimed by Buyer to contain a shortage. Use of materials by Buyer prior to such inspection by Seller shall constitute acceptance of the materials and a waiver of all claims by Buyer.

D) All metal accounts established or maintained by Seller shall be subject to Seller's Metal Account Terms and Conditions, the current form of which appears on each metal account statement.

3. PRICE

A) Unless other pricing arrangements are set forth on the face hereof, all orders shall be priced in accordance with Seller's prices in effect on the date of shipment, including, in the case of precious metals prices, the metal market prices published by Seller on the day metal is shipped or credited to Buyer's metal account (or in the case of fabricated silver products, such revision may be made in accordance with metal market prices published by Seller on the next day a price is published by Seller following the date of shipment.) Seller reserves the right to revise any price previously quoted without notice to Buyer at any time prior to acceptance by Buyer.

B) Except as set forth on the face hereof, Seller's price does not include any tax or other charge now or hereafter imposed by law or regulation, domestic or foreign, upon any material herein sold or on the production, manufacture, sale, transportation, disposal or delivery thereof. Accordingly, in addition to the price specified herein, the amount of any such tax or other charge applicable to this transaction herein shall be paid by Buyer, or, in lieu thereof, Buyer shall provide Seller with appropriate evidence of exemption thereof, from the proper governmental authority. At its option, Seller

may initially pay any such tax or other charges for Buyer's account and thereafter invoice Buyer for same.

4. PAYMENT

A) Payment for all shipments hereunder shall be made by Buyer against Seller's invoice within thirty (30) days from date of invoice, terms net cash, unless 1) otherwise indicated on the face hereof and 2) for precious metals, cash in advance unless otherwise specifically agreed in writing by Seller.

B) If at any time, in Seller's opinion, the financial responsibility of Buyer becomes impaired or unsatisfactory to Seller, or, inadequate to meet the obligations hereunder, the terms of payment may, at Seller's option, be revised or withdrawn, and Seller may require cash or other satisfactory security before making further shipments to Buyer.

C) In addition to any other legal remedy, if Buyer fails to fulfill the terms of payment, Seller may, at its option, defer further delivery of goods hereunder or cancel all further delivery of goods to Buyer.

D) Seller shall have the right at any time without notice to set off any liability (whether to pay money or to credit, deliver, or transfer metal or otherwise) of Seller to Buyer against any liability of Buyer to Seller and in furtherance thereof, to convert metal to money or money to metal at market value at the date of such set-off.

E) All payments due by Buyer to Seller on account of goods and/or services sold or delivered shall accrue interest at the delinquent rate from and after the due date thereof. As used in the previous sentence, delinquent rate shall mean the lesser of 18% per annum or the highest rate of interest permitted by applicable law. Additionally, all costs of collection, including legal fees and disbursements and other reasonable costs of collection, actually incurred by Seller in collecting any payment or

other amount due from Buyer to Seller, shall be paid immediately by Buyer upon demand of Seller.

5. FORCE MAJEURE

A) Any delays in or any failure of performance or delivery by Seller shall not constitute default or give rise to any claims for damages if and to the extent caused, directly or indirectly, by acts of God, acts of the Buyer, acts, rules or regulations of governmental authority (civil or military, executive, legislative, judicial or otherwise), strikes or other concerted acts of workers, lockout, labor difficulties, fires, floods, storm, accident, earthquakes, tidal waves, or other natural disasters, epidemics, war, riots, rebellion, sabotage, insurrection, difficulties or delays in public transportation or in public or postal delivery services, car shortages, fuel shortages, inability to obtain from Seller's usual sources of supply, inability to obtain suitable or sufficient energy, labor, machinery, facilities, supplies or materials, as and when required, failure of any third party to honor its contractual commitments, or by any other circumstances beyond Seller's control whether of a similar or dissimilar nature.

B) When any such circumstance or circumstances exist as set forth in 5(A), Seller shall have the right, in its sole discretion, to allocate its available production, deliveries, services, raw materials or other resources among any or all purchasers, as well as among divisions, departments, subsidiaries and affiliates of Seller, upon any such basis as Seller may determine, without any liability whatsoever for any failure to perform which may result therefrom.

In any event, Seller may determine not to allocate any of its available production, deliveries, services, raw materials or other resources to Buyer, without any liability whatsoever for any failure to perform which may result therefrom.

6. PATENT INFRINGEMENT

Seller agrees to defend Buyer in any suit alleging infringement by Buyer of any U.S. patent based on the manufacture and sale of the materials purchased by Buyer (except materials manufactured or sold by Seller in accordance with Buyer's specifications, requirements or designs) under this agreement and to indemnify Buyer against liability for any such infringement claim, provided that Buyer notify Seller within ten (10) days after receipt by it of any notice of commencement of any suit based upon such alleged infringement and provided further that Seller shall control and remain in control of any and all proceedings taken in defending such suit, including without limitation, utilization solely of counsel of Seller's own selection to defend such suit. The use of materials purchased hereunder in combination with other materials or in the operation of any process is beyond the control of Seller, and Seller shall have no obligation or liability whatsoever in connection with any suit claiming infringement by means of the use of such materials.

7. WARRANTIES – REPRESENTATIONS

A) Seller warrants that the materials delivered hereunder shall be free from defects in workmanship or material and shall conform to the specifications set forth herein.

B) Seller's liability for breach of warranty for materials delivered hereunder that are proven by Buyer to be defective or proven by Buyer to be at variance with applicable specifications shall be limited, at Seller's option, to:

1. replacing or repairing such materials, or
2. refunding the sales price received by Seller for such materials.

All claims for defects hereunder must be presented to Seller in writing within ten (10) days after delivery to Buyer. Failure of Buyer to give such notice shall constitute a waiver by Buyer of all claims in respect thereto. Seller shall have an opportunity of verifying any such defect before materials are used by Buyer. Where the defective or nonconforming materials are replaced by Seller or where Seller refunds the sales price received from Buyer for such materials, if requested by Seller, Buyer shall return the defective or nonconforming materials to Seller strictly in accordance with Seller's written instructions concerning shipping, handling, insurance and other matters as to which Seller issues instructions. Failure to comply with these provisions shall invalidate any claim by Buyer for defects in materials by Buyer.

C) In no event shall Seller be liable for: 1) Materials damaged in shipment or otherwise without fault of Seller. 2) Defects in materials due to negligence (other than that of Seller), accident, abuse, improper care or storage, abnormal condition of temperature or moisture. 3) Damage to materials which have been tampered with or altered in any way other than by Seller. 4) Expenses incurred by Buyer in attempting to correct any defects in materials.

D) Seller warrants that it complies with all applicable requirements of Sections 6, 7 and 12 of the Fair Labor Standards Act, as amended, and of the regulations and orders of the United States Department of Labor issued under Section 14 thereof.

E) Recommendations by Seller, if any, covering the use, utilization, properties or qualities of materials delivered hereunder are believed reliable, but Seller makes no warranty whatsoever with respect thereto. Use or application of materials sold by Seller to Buyer hereunder is at the discretion of the Buyer without any liability or obligation on the part of Seller except as expressly warranted by Seller in writing.

THESE WARRANTIES ARE EXCLUSIVE AND ARE IN LIEU OF ANY AND ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, ARISING BY LAW OR CUSTOM, INCLUDING BUT NOT BY WAY OF LIMITATION, THE IMPLIED WARRANTY OF MERCHANTABILITY AND THE IMPLIED WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE.

8. LIMITATION OF DAMAGES

A) In no event shall Seller be liable for incidental, consequential or special damages arising out of or relating to the transactions herein.

B) In no event shall the aggregate liabilities of Seller to Buyer arising out of or relating to the transactions herein exceed the purchase price paid by Buyer to Seller hereunder of the materials in respect of which such claim is made.

9. INDEMNIFICATION

Buyer assumes all risk and liability for loss, damages or injury to persons or to the property of the Buyer or others arising out of the use or presence of the materials purchased hereunder. Buyer agrees to indemnify and hold harmless Seller against any liability, damages, losses, costs, and expenses in connection with any suit or claim, including but not limited to, any loss of use, loss of profits, damage or injuries to person or property arising out of or relating to any use of materials purchased by Buyer herein, whether such claim is made by Buyer, Buyer's customers, or other third parties.

10. CANCELLATION

Seller may cancel this Agreement as well as any or all other outstanding transactions between Seller and Buyer at any time in the event that Buyer shall fail to perform or observe any term or condition hereof by giving Buyer ten (10) days written

notice of cancellation. Cancellation hereunder shall not prevent Seller from pursuing any other remedy available to Seller by law or from seeking all such damages to which Seller may be entitled.

11. GENERAL

A) Buyer shall not assign or transfer this Agreement or the benefits thereof without the prior written consent of Seller.

B) This Agreement shall be governed by and construed according to the laws of the State of Seller's facility shown on the face of this form.