

REED SMITH LLP  
599 Lexington Avenue, 22nd Floor  
New York, NY 10022  
Telephone: (212) 521-5400  
Facsimile: (212) 521-5450  
Christopher A. Lynch

*Counsel to Kennametal Inc.*

**UNITED STATES BANKRUPTCY COURT  
SOUTHERN DISTRICT OF NEW YORK**

IN RE:

PATRIOT COAL CORPORATION, *et al.*,  
  
Debtors.

Chapter 11

Case No. 12-12900 (SCC)

(Jointly Administered)

**NOTICE OF RECLAMATION DEMAND OF KENNAMETAL INC.**

PLEASE TAKE NOTICE that, pursuant to 11 U.S.C. § 546(c) and the procedures proposed by the *Debtors' Motion for Approval of Procedures for the Assertion, Resolution and Treatment of Reclamation Claims and Claims Asserted Pursuant to 11 U.S.C. § 503(b)(9)* [Docket No. 137], Kennametal Inc. ("Kennametal") served the demand for reclamation of goods attached hereto as **Exhibit A** upon (i) Patriot Coal Corporation by facsimile at (314) 275-3626 and by UPS overnight mail at Patriot Coal Corporation, 12312 Olive Boulevard, Suite 300, St. Louis, Missouri 63141, Attn: Marguerite A. O'Connell, (ii) Patriot Coal Corporation by facsimile at (855) 687-2627 and by express mail at Patriot Coal Corporation, c/o GCG, Inc. P.O. Box 9898, Dublin, OH 43017, and (iii) Davis Polk & Wardwell LLP by facsimile at (212) 607-7983 and by UPS overnight mail at Davis Polk & Wardwell LLP, 450 Lexington Avenue, New York, NY 10017, Attn: Brian M. Resnick and Michelle M. McGreal, on July 27, 2012. The reclamation demand identifies goods with an aggregate value of \$142,026.98 that the Debtors

received from Kennametal during the 45-day period preceding the Debtors' bankruptcy filing on  
July 9, 2012.

Dated: July 27, 2012  
New York, New York

Respectfully submitted,

REED SMITH LLP

By: /s/ Christopher A. Lynch  
Christopher A. Lynch, Esq.  
599 Lexington Avenue, 22nd Floor  
New York, NY 10022  
Telephone: (212) 521-5400  
Facsimile: (212) 521-5450  
Email: clynch@reedsmith.com

*Counsel to Kennametal Inc.*

**EXHIBIT A**

Reclamation Demand Letter

(Attached)



Reed Smith LLP  
Reed Smith Centre  
225 Fifth Avenue  
Pittsburgh, PA 15222-2716  
+1 412 288 3131  
Fax +1 412 288 3063  
reedsmith.com

Robert P. Simons  
Direct Phone: +1 412 288 7294  
Email: rsimons@reedsmith.com

July 27, 2012

**Via UPS Overnight Mail or Express Mail and Facsimile**

Patriot Coal Corporation  
12312 Olive Boulevard, Suite 300  
St. Louis, Missouri 63141  
Attn: Marguerite A. O'Connell  
Facsimile: (314) 275-3626

Patriot Coal Corporation c/o GCG, Inc.  
P.O. Box 9898  
Dublin, OH 43017  
Facsimile: (855) 687-2627

Davis Polk & Wardwell LLP  
450 Lexington Avenue  
New York, NY 10017  
Attn: Brian M. Resnick  
Attn: Michelle M. McGreal  
Facsimile: (212) 607-7983

**Re: In re Patriot Coal Corp., et al., Case No. 12-12900 (SCC), Jointly Administered  
United States Bankruptcy Court for the Southern District of New York**

Ladies and Gentlemen:

This firm is counsel to Kennametal Inc. with respect to the above-referenced bankruptcy cases filed by Patriot Coal Corporation and its debtor-affiliates (collectively, the "Debtors") on July 9, 2012 (the "Petition Date"). Pursuant to Section 546(c) of title 11 of the United States Code, 11 U.S.C. § 101 *et seq.* (the "Bankruptcy Code") and the procedures proposed by the *Debtors' Motion for Approval of Procedures for the Assertion, Resolution and Treatment of Reclamation Claims and Claims Asserted Pursuant to 11 U.S.C. § 503(b)(9)* [Docket No. 137] (the "Procedures Motion"), demand is hereby made for the return of all goods received by the Debtors (and/or the proceeds thereof) from Kennametal Inc. and/or its divisions and subsidiaries (collectively, "Kennametal") within forty-five (45) days preceding the Petition Date.

The Reclamation Claim Form (as defined in the Procedures Motion), identifying (i) the particular goods sought to be reclaimed (the "Reclamation Goods"), (ii) the quantity or dollar value of the Reclamation Goods, (iii) the date the Reclamation Goods were delivered to the Debtors, (iv) the invoice numbers and/or purchase order numbers applicable to the Reclamation Goods, and (v) the basis for the reclamation demand is attached hereto as **Exhibit A**.

As shown by the invoices and shipping documents attached hereto as **Exhibit B**, Kennametal was the seller of the Reclamation Goods, the sale of the Reclamation Goods was in the ordinary course of Kennametal's business, and all deliveries of the Reclamation Goods occurred within the 45-day

ReedSmith

Patriot Coal Corporation  
July 27, 2012  
Page 2

reclamation period, which runs from May 25, 2012 through the Petition Date (the "Reclamation Period"). The aggregate value of the Reclamation Goods is \$142,026.98. As of this date, none of the outstanding invoices for the Reclamation Goods received during the Reclamation Period have been satisfied.

Kennametal's reclamation demand is made pursuant to Section 546(c) of the Bankruptcy Code (as well as under all applicable state laws) for the immediate return of any goods received by the Debtors during the Reclamation Period. The Debtors shall segregate and refrain from using, commingling, or otherwise converting the Reclamation Goods. To the extent the Debtors are no longer in possession of the Reclamation Goods (or any portion thereof), the Debtors shall provide a detailed accounting of the disposition of the Reclamation Goods and any proceeds received from such disposition.

This reclamation notice is not intended to, and does not affect in any way Kennametal's right to file an administrative claim for the value of any goods received by the Debtors within (20) days of the Petition Date in accordance with Section 503(b)(9) of the Bankruptcy Code. Moreover, nothing in this letter shall be deemed as a waiver of any and all other rights, claims, remedies, interests, defenses, and offsets of any kind that may be held by Kennametal, and all such rights and remedies are expressly reserved.

Upon receipt of this letter, please contact the undersigned to coordinate arrangements for the return of the goods as soon as possible. In the event a timely response to this letter is not made, Kennametal reserves all remedies that may be available to enforce its rights, including but not limited to, the right to pursue injunctive relief.

Thank you for your prompt attention to this matter.

Very truly yours,

REED SMITH LLP



By:  
Robert P. Simons

RPS:pp



**EXHIBIT B**

**Purchase Orders, Invoices, and Delivery Documents**

(Attached)

PRINT DATE: 03/16/12 08:35

PURCHASE ORDER

ORDER DATE: 03/13/12

INVOICE TO:

SHIP TO:

EASTERN ASSOCIATED COAL, LLC A SUBSIDIARY OF PATRIOT COAL CORPORATION P.O. BOX 66823 ST. LOUIS MO 63166-6823 PHONE: (314) 275-3600	EASTERN ASSOCIATED COAL, LLC FEDERAL #2 WAREHOUSE 1044 MIRACLE RUN ROAD FAIRVIEW WV 26570-0144 PHONE: (304) 449-1911	PURCHASE ORDER NUMBER PO: 611675-0755 <small>THIS NUMBER MUST APPEAR ON ALL INVOICES, SHIPPING NOTICES, BILLS OF LADING, PACKING SLIPS, PACKAGES AND CORRESPONDENCE.</small>
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VENDOR ADDRESS:

KENNAMETAL INC PO BOX 161	PA 15522
BEDFORD	
FAX: 1-800-521-3319	

TERMS: MUTUALLY DEFINED  
 INVOICE DATE  
 NET IN 30 DAYS  
 FRT CHARGES: PREPAID BUT CHARGED TO  
 FOB:  
 .....SHIP VIA.....  
 TRANS METHOD: SUPPLIER TRUCK

LINE NO.	UNIT	QUANTITY ORDERED	DESCRIPTION	UNIT PRICE
LN 1	EA	1	JOY 100392753 DRUM SHEARER RH DRUMS \$52883.90 REF QUOTE #2003692317  FEDERAL IS GOING TO SUPPLY WATER SPIDER FOR THIS JOB -- PLEASE CONTACT TRAVIS MOORE AT FEDERAL WHSE OR RON NOLAN FOR PU OF THE SPIDERS.  PLEASE ADVISE RON NOLAN IF THESE WILL WORK. 304-368-9933  IF ANY ADDITONAL WORK OR CHANGES TO THIS PURCHASE ORDER PLEASE ADVISE BTEDDER@PATRIOTCOAL.COM * REQUIRED: 04/15/2012 ***	52,883.90
LN 2	EA	1	JOY 100392753 DRUM SHEARER RH DRUM \$52883.90 REF QUOTE #2003692317  FEDERAL WILL PROVIDE SPIDERS FOR THIS SET OF DRUMS * REQUIRED: 04/15/2012 ***  *** END OF PURCHASE ORDER ***	52,883.90

PAGE 1 OF 1

* SEND ORIGINAL INVOICE SHOWING OUR PURCHASE ORDER NUMBER WITH ORIGINAL BILL OF LADING OR SHIPPING RECEIPT AND COPY OF PREPAID FREIGHT BILL. * THIS PURCHASE ORDER IS SUBJECT TO THE TERMS AND CONDITIONS SET FORTH ON <a href="http://www.patriotcoal.com/purchasing.asp">http://www.patriotcoal.com/purchasing.asp</a> , WHICH MAY CHANGE WITHOUT NOTICE TO SELLER AND WILL BE MODIFIED FROM TIME TO TIME.	TOTAL AMOUNT 105,767.80
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PLEASE DIRECT QUESTIONS TO THE PURCHASING CONTACT LISTED BELOW

NAME	TELEPHONE	FAX NUMBER
------	-----------	------------

FROM: BRENDA TEDDER

(304) 340-1830

(304) 380-0280



PLEASE REMIT TO  
Kennametal Inc.  
Dept. 0751 P O Box 120001  
Dallas, TX 75312-0751

**Invoice**

CUSTOMER PURCHASE ORDER No./DATE 611675-0755 03/28/2012		CUSTOMER No. 70004806	SUPPLIER No.	DOCUMENT No. / DATE <b>9037981831</b> 06/28/2012		
OUR ORDER No. 18980045		VAT No. / GST No.	DELIVERY No. / SHIP DATE 8043345747 06/25/2012		CUSTOMER CONTACT Brenda Tedder	
<b>BILL TO:</b>  EASTERN ASSOCIATED COAL CORP. PO Box 66823 SAINT LOUIS MO 63166-6823			<b>SHIP TO:</b>  EASTERN ASSOCIATED FEDERAL #2 WAREHOUSE JOHN PARKER PH: 304-449-1911 1044 MIRACLE RUN ROAD FAIRVIEW WV 26570			
CARRIER / TRACKING No. SHIP BEST CARRIER LANDSTAR		TERRITORY BROOKS L BARKER		CUSTOMER SERVICE REP NAME / TELEPHONE CATHY J FOOR / 800-458-3608		
PAYMENT TERMS Net 30 Days		SHIP TERMS Delivered At Place DAP		SHIP FROM Portage / B015		
ITEM No.	CATALOG / GRADE MAT. NO / CUST MAT No. DESCRIPTION	TAX	QUANTITY	UNIT PRICE	AMOUNT USD	
10	5190118 5190118 JOY450E (1SET) like BB84 Order 18980045 from 03/28/2012	N	1 PC	105,767.80	105,767.80	
<b>Sub Total</b>					105,767.80	
<b>Total Amount</b>					105,767.80	

**KENNAMETAL TERMS OF SALE****KENNAMETAL GENERAL CONDITIONS**

- 1. AGREEMENT.** These general conditions are intended by the parties as the final expression of their Agreement and are the complete and exclusive statement of the terms and conditions of that Agreement. If the purchase order or any other form states terms or conditions which are additional to or different from these set forth herein, this writing shall be deemed notification of objection to such additional or different terms or conditions. Accordingly, this Agreement is expressly conditioned on the acceptance and assent to the conditions on the face and reverse side hereof. Acceptance of the conditions contained herein shall be considered to have occurred unless written notice of objection is received by Seller within ten (10) calendar days of the date specified on this writing. No modification or rescission hereof shall be effective unless made in writing and signed by both parties, nor shall this Agreement be waived, modified, rescinded or altered by any subsequent course of dealing or performance between the parties.
- 2. PAYMENT.** Invoices are due and payable in full without right of setoff within the prescribed period stated on the face hereof. Invoices for products or services delivered under this order are payable only in U.S. funds which are accepted at par by our depositories, unless specifically stated differently on the face hereof. Credit and delivery of products shall be subject to the approval of the Seller to whom all bills are payable and who reserves the right to alter the terms and set a limit of credit. Each shipment shall be treated as a separate and independent contract; but if the Buyer shall fail to fulfill the terms of payment under this or any other contract, the Seller at its option may defer further shipments, until payment shall have been made.
- 3. PRICES AND DELIVERY.** Unless otherwise stated, prices are subject to change without notice. No cash discounts or other discounts for prompt payment are offered unless specifically stated on the face hereof. Delivery of the products shall be F.O.B. point of shipment (Incoterm 1990) and, unless otherwise stated, no freight or other transportation charges will be allowed and Buyer will pay or reimburse Seller for all freight. Seller shall not be responsible for storage, transportation or similar charges incurred at destination. Title and all risks of loss and damages shall pass to Buyer upon delivery of the products sold hereunder to the carrier.
- 4. EXPORT RESTRICTIONS.** Buyer acknowledges that the products received from Seller are subject to the U.S. Export Administration Regulations, as amended, and other applicable laws and related regulations (collectively "Regulations"). Buyer hereby gives assurance, with respect to the products and any U.S. origin technical data, that Buyer shall comply with the Regulations.
- 5. TAXES AND OTHER CHARGES.** To the extent legally permissible, all present and future excise levies or taxes or any similar charges imposed by any federal state, foreign or local authority which Seller may be required to pay or collect, upon or with reference to the sale, purchase, transportation, delivery, storage, use or consumption of products or services including taxes upon or measured by the receipts therefrom (except net income and franchise taxes), shall be for the account of Buyer.
- 6. DELAY IN DELIVERY AND FORCE MAJEURE.** Delivery dates are approximate and estimated, and are based upon prompt receipt of all necessary information from the Buyer. Seller may make partial shipments of any one or more items covered by the quotation or acknowledgment, and may ship from any location it may select. Seller shall not be liable for any loss, damage, detention, delay or failure to deliver resulting from causes beyond its reasonable control, including (without limiting the generality of the foregoing) fire, explosion, flood, strike or other difference with workmen, accidents to Seller's facility, acts of sabotage, shortage of facility, material or labor, delay in transportation, delay of supply of product to Seller breakdown or accident, riot, insurrection, civil or military authority, governmental controls, restrictions or regulations, whether legal or defacto, including but not limited to failure to obtain export or import licenses, a force majeure event occurring in respect to one of Seller's suppliers, and any other cause beyond Seller's control.
- 7. WARRANTIES AND LIMITATION OF LIABILITY.** Seller warrants that the products or services sold hereunder shall be free from defects in material and workmanship under normal use and service when correctly installed, used and maintained. This warranty of quality shall terminate thirty (30) days after delivery of the products, or provision of services, to Buyer and shall not apply to products which have been subjected to misuse, abuse, neglect or improper storage, handling or maintenance. THE FOREGOING WARRANTY IS IN LIEU OF ALL OTHER WARRANTIES WITH RESPECT TO THE PRODUCTS AND SERVICES, WHETHER ORAL, WRITTEN, EXPRESS, IMPLIED BY OPERATION OF LAW OR OTHERWISE OR STATUTORY. THIS IS NO WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE OR ANY OTHER WARRANTIES ARISING BY USAGE OF TRADE, COURSE OF PERFORMANCE OR COURSE OF DEALING. SELLER SHALL NOT BE LIABLE TO BUYER OR ANY OTHER PERSON FOR SPECIAL, INDIRECT, INCIDENTAL, CONSEQUENTIAL OR EXEMPLARY LOSSES, DAMAGES OR EXPENSES, DIRECTLY OR INDIRECTLY ARISING FROM THE SALE, HANDLING OR USE OF THE PRODUCTS OR SERVICES OR FROM ANY OTHER CAUSE RELATING THERETO. SELLER'S LIABILITY HEREUNDER WHETHER BASED ON CONTRACT, WARRANTY TORT (INCLUDING BUT NOT LIMITED TO NEGLIGENCE AND STRICT LIABILITY) OR OTHERWISE IS LIMITED TO, AT SELLER'S OPTION, THE CORRECTION OF DEFECTIVE SERVICES OR REFUNDING OR CREDITING BUYER WITH AN AMOUNT EQUAL TO THE PURCHASE PRICE THEREOF, THE REPLACEMENT OR REPAIR OF DEFECTIVE PRODUCTS OR THE REPAYMENT OF, OR CREDITING BUYER WITH AN AMOUNT EQUAL TO THE PURCHASE PRICE UPON RETURN OF THE PRODUCTS. Products may be returned, F.O.B. Seller's facilities, only after inspection and approval by Seller and upon receipt by Buyer of shipping instructions from Seller. The parties expressly waive the Statute of Limitations and agree that any claim by Buyer with reference to the products or services sold hereunder for any cause, shall be deemed waived by the Buyer unless filed within one (1) year from accrual of the cause of action therefore.
- 8. PATENTS, COPYRIGHTS AND TRADEMARKS.** No license or other rights under any patents, copyrights or trademarks owned or controlled by Seller or under which Seller is licensed are granted to Buyer or implied by the sale of products or services hereunder. Buyer shall not identify as genuine products of Seller products purchased hereunder which Buyer has treated, modified or altered in any way, nor shall Buyer use Seller's trademarks to identify such products; provided, however, that Buyer may identify such products as utilizing, containing or having been manufactured from genuine products of Seller as treated, modified or altered by Buyer or Buyer's representative. If products or services sold hereunder are manufactured or performed according to Buyer's specifications, Buyer shall indemnify Seller against any liability for patent, copyright, or trademark infringement on account of such manufacture or performance.
- 9. OVER OR UNDER-SHIPMENT.** Unless Seller is otherwise instructed, the allowance for over-shipment and under-shipment shown below will prevail on all orders for Seller manufactured, non-stock or blueprint products.
- |                         |     |      |       |       |            |
|-------------------------|-----|------|-------|-------|------------|
| No. of Pieces Ordered   | 1-4 | 5-9  | 10-24 | 25-49 | 50 or over |
| Plus or Minus Allowance | 0   | 1 pc | 2 pcs | 3 pcs | 10%        |
- Non-stock industrial supply products will be billed in accordance with the quantity shipped to Buyer. For all products, over or under-shipments will not change the unit price. Buyer's claims for shortages, including proof of delivery requests, shall be made in writing no more than thirty (30) days after receipt of the products or date of invoice, whichever event occurs first.
- 10. PERFORMANCE AND ENFORCEMENT.** This order may be performed and all rights hereunder against Buyer may be enforced by Seller or by any one or more of the corporations subsidiary to or affiliated with Seller or in part by Seller and in part by one or more of such subsidiary or affiliated corporations.
- 11. PROHIBITION OF ASSIGNMENT.** No rights arising under this agreement may be assigned by the Buyer unless expressly agreed to in writing by the Seller.
- 12. LEGAL COMPLIANCE.** Buyer agrees, at its own expense, promptly to take such steps and execute such documents as may be required to satisfy any law or requirements in Buyer's country to render this Agreement valid.
- 13. WAIVER.** Waiver by Seller or Buyer of any breach of these provisions shall not be construed as a waiver of any other breach.
- 14. SEVERABILITY.** The invalidity or unenforceability of any provision or term hereof shall not affect in any way the remainder of the provisions or terms of this agreement.
- 15. DISPUTE RESOLUTION.** This Agreement shall be governed by the laws of the Commonwealth of Pennsylvania excluding the application of its conflicts of laws provisions and excluding the United Nations Convention of the International Sale of Goods.



Kennametal Incorporated  
442 Chalybeate Road  
BEDFORD PA 15522  
Tel: 800-458-3608  
Fax: 800-521-3319

Page 1 of 1  
06/20/2012 12:59:50

**Delivery Note**

CUSTOMER PURCHASE ORDER No. / DATE 611675-0755 / 03/28/2012		OUR ORDER No. / DATE 18980045 / 03/28/2012		DOCUMENT No. <b>8043345747</b>		DATE 06/20/2012
CUSTOMER No. 70004806	SUPPLIER No.	SHIPPING POINT / PLANT Lernan Machine, Portage PA / B015		BUYER Brenda Tedder	ROUTE TL2DAY	

**SHIP TO:**  
EASTERN ASSOCIATED  
FEDERAL #2 WAREHOUSE  
JOHN PARKER PH: 304-449-1911  
1044 MIRACLE RUN ROAD  
FAIRVIEW WV 26570  
USA

**SOLD TO:**  
EASTERN ASSOCIATED  
FEDERAL #2 WAREHOUSE  
JOHN PARKER PH: 304-449-1911  
1044 MIRACLE RUN ROAD  
FAIRVIEW WV 26570  
USA

Purchase Order# : 611675-0755

Delivery#: 8043345747



CARRIER SHIP BEST CARRIER	SALES OFFICE BD01 Bedford	SALES REPRESENTATIVE NAME CATHY J FOOR
PAY TERMS Net 30 Days	TERRITORY BROOKS L BARKER	SALES REPRESENTATIVE PHONE 800-458-3608
SHIP TERMS DAP DAP		SALES REPRESENTATIVE FAX 814-623-4402

Our/Your Item No.	Catalog/Grade Mat No. Cust Mat No. Description	Quantity Ordered	Balance Due	Quantity Shipped
10	5190118 5190118 JOY450E (1SET) like BB84 Order 18980045 03/28/2012	AN 1 PC	0 PC	1 PC

ENTERED BY: DOLLARC  
06/20/2012 12:59:50

SEE REVERSE SIDE FOR CONDITIONS

KENNAMETAL TERMS OF SALE

WE HEREBY CERTIFY THAT THESE GOODS WERE PRODUCED IN COMPLIANCE WITH ALL REQUIREMENTS OF SECTIONS 6, 7 AND 12 OF THE FAIR LABOR STANDARDS ACT, AS AMENDED, AND THE REGULATIONS AND ORDERS OF THE UNITED STATES DEPARTMENT OF LABOR ISSUED UNDER SECTION 14 THEREOF.

KENNAMETAL GENERAL CONDITIONS

1. AGREEMENT. These general conditions are intended by the parties as the final expression of their Agreement and are the complete and exclusive statement of the terms and conditions of that Agreement. If the purchase order or any other form states terms or conditions which are additional to or different from those set forth herein, this writing shall be deemed notification of objection to such additional or different terms or conditions. Accordingly, this Agreement is accepted as par by our depositories, unless specifically stated differently on the face hereof. Credit and delivery of products shall be subject to the approval of the Seller to whom all bills are payable and who reserves the right to alter the terms and set a limit of credit. Each shipment shall be treated as a separate and independent contract; but if the Buyer shall fail to fulfill the terms of payment under this or any other contract, the Seller at its option may defer further shipments, until payment shall have been made.

2. PAYMENT. Invoices are due and payable in full without right of setoff within the prescribed period stated on the face hereof. Invoices for products or services delivered under this order are payable only in U.S. funds which are accepted at par by our depositories, unless specifically stated differently on the face hereof. Credit and delivery of products shall be subject to the approval of the Seller to whom all bills are payable and who reserves the right to alter the terms and set a limit of credit. Each shipment shall be treated as a separate and independent contract; but if the Buyer shall fail to fulfill the terms of payment under this or any other contract, the Seller at its option may defer further shipments, until payment shall have been made.

3. PRICES AND DELIVERY. Unless otherwise stated, prices are subject to change without notice. No cash discounts or other discounts for prompt payment are offered unless specifically stated on the face hereof. Delivery of the products shall be F.O.B. point of shipment (incoterm 1990) and, unless otherwise stated, no freight or other transportation charges will be allowed and Buyer will pay or reimburse Seller for all freight. Seller shall not be responsible for storage, transportation or similar charges occurred at destination. Title and all risks of loss and damages shall pass to Buyer upon delivery of the products sold hereunder to the carrier.

4. EXPORT RESTRICTIONS. Buyer acknowledges that the products received from Seller are subject to the U.S. Export Administration Regulations, as amended, and other applicable laws and related regulations (collectively "Regulations"). Buyer hereby gives assurance, with respect to the products and any U.S. origin technical data, that Buyer shall comply with the Regulations.

5. TAXES AND OTHER CHARGES. To the extent legally permissible, all present and future excise levies or taxes or any similar charges imposed by any federal state, foreign or local authority which Seller may be required to pay or collect, upon or with reference to the sale, purchase, transportation, delivery, storage, use or consumption of products or services including taxes upon or measured by the receipts therefrom (except net income and franchise taxes), shall be for the account of Buyer.

6. DELAY IN DELIVERY AND FORCE MAJEURE. Delivery dates are approximate and estimated, and are based upon prompt receipt of all necessary information from the Buyer. Seller may make partial shipments of any one or more items covered by the quotation or acknowledgment, and may ship from any location it may select. Seller shall not be liable for any loss, damage, detention, delay or failure to deliver resulting from causes beyond its reasonable control, including (without limiting the generality of the foregoing) fire, explosion, flood, strike or other disturbance with workmen, accidents to Seller's facility, acts of sabotage, shortage of facility, material or labor, delay in transportation, delay of supply of product to Seller breakdown or accident, riot, insurrection, civil or military authority, governmental controls, restrictions or regulations, whether legal or de facto, including but not limited to failure to obtain export or import licenses, a force majeure event occurring in respect to one of Seller's suppliers, and any other cause beyond Seller's control.

7. WARRANTIES AND LIMITATION OF LIABILITY. Seller warrants that the products or services sold hereunder shall be free from defects in material and workmanship under normal use and service when correctly installed, used and maintained. This warranty of quality shall terminate thirty (30) days after delivery of the products, or provision of services, to Buyer and shall not apply to products which have been subjected to misuse, abuse, neglect or improper storage, handling or maintenance. THE FOREGOING WARRANTY IS IN LIEU OF ALL OTHER WARRANTIES WITH RESPECT TO THE PRODUCTS AND SERVICES, WHETHER ORAL, WRITTEN, EXPRESS, IMPLIED BY OPERATION OF LAW OR OTHERWISE OR STATUTORY. THIS IS NO WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE OR ANY OTHER WARRANTIES ARISING BY USAGE OF TRADE, COURSE OF PERFORMANCE OR COURSE OF DEALING. SELLER SHALL NOT BE LIABLE TO BUYER OR ANY OTHER PERSON FOR SPECIAL, INDIRECT, INCIDENTAL, CONSEQUENTIAL OR EXEMPLARY LOSSES, DAMAGES OR EXPENSES, DIRECTLY OR INDIRECTLY ARISING FROM THE SALE, HANDLING OR USE OF THE PRODUCTS OR SERVICES OR FROM ANY OTHER CAUSE RELATING THERETO. SELLER'S LIABILITY HEREUNDER WHETHER BASED ON CONTRACT, WARRANTY TORT (INCLUDING BUT NOT LIMITED TO NEGLIGENCE AND STRICT LIABILITY) OR OTHERWISE IS LIMITED TO, AT SELLER'S OPTION, THE CORRECTION OF DEFECTIVE SERVICES OR REFUNDING OR CREDITING BUYER WITH AN AMOUNT EQUAL TO THE PURCHASE PRICE THEREOF, THE REPLACEMENT OR REPAIR OF DEFECTIVE PRODUCTS OR THE REPAYMENT OF, OR CREDITING BUYER WITH AN AMOUNT EQUAL TO THE PURCHASE PRICE UPON RETURN OF THE PRODUCTS. Products may be returned, F.O.B. Seller's facilities, only after inspection and approval by Seller and upon receipt by Buyer of shipping instructions from Seller. The parties expressly waive the Statute of Limitations and agree that any claim by Buyer with reference to the products or services sold hereunder for any cause, shall be deemed waived by the Buyer unless filed within one (1) year from accrual of the cause of action therefore.

8. PATENTS, COPYRIGHTS AND TRADEMARKS. No license or other rights under any patents, copyrights or trademarks owned or controlled by Seller or under which Seller is licensed are granted to Buyer or implied by the sale of products or services hereunder. Buyer shall not identify as genuine products of Seller products purchased hereunder which Buyer has treated, modified or altered in any way, nor shall Buyer use Seller's trademarks to identify such products; provided, however, that Buyer may identify such products as utilizing, containing or having been manufactured from genuine products of Seller as treated, modified or altered by Buyer or Buyer's representative. If products or services sold hereunder are manufactured or performed according to Buyer's specifications, Buyer shall indemnify Seller against any liability for patent, copyright, or trademark infringement on account of such manufacture or performance.

9. OVER OR UNDERSHIPMENT. Unless Seller is otherwise instructed, the allowance for over-shipment and under-shipment shown below will prevail on all orders for Seller manufactured, non-stock or blueprint products.

No. of Pieces Ordered	1-4	5-9	10-24	25-49	50 or over
Plus or Minus Allowance	0	1 pc	2 pcs	3 pcs	10%

Non-stock industrial supply products will be billed in accordance with the quantity shipped to Buyer. For all products, over or under-shipments will not change the unit price. Buyer's claims for shortages, including proof of delivery requests, shall be made in writing no more than thirty (30) days after receipt of the products or date of invoice, whichever event occurs first.

10. PERFORMANCE AND ENFORCEMENT. This order may be performed and all rights hereunder against Buyer may be enforced by Seller or by any one or more of the corporations subsidiary to or affiliated with Seller or in part by Seller and in part by one or more of such subsidiary or affiliated corporations.

11. PROHIBITION OF ASSIGNMENT. No rights arising under this agreement may be assigned by the Buyer unless expressly agreed to in writing by the Seller.

12. LEGAL COMPLIANCE. Buyer agrees, at its own expense, promptly to take such steps and execute such documents as may be required to satisfy any law or requirements in Buyer's country to render this Agreement valid.

13. WAIVER. Waiver by Seller or Buyer of any breach of these provisions shall not be construed as a waiver of any other breach.

14. SEVERABILITY. The invalidity or unenforceability of any provision or term hereof shall not affect in any way the remainder of the provisions or terms of this agreement.

15. DISPUTE RESOLUTION. This Agreement shall be governed by the laws of the Commonwealth of Pennsylvania excluding the application of its conflicts of laws provisions and excluding the United Nations Convention of the International Sale of Goods.

Bill of lading

Page 1 of 1

Bill of Lading (NOT NEGOTIABLE)



110705588R

SHIP DATE: 06/25/2012

SHIPPER (ORIGIN) FROM: Leman Machine ADDRESS: 1049 S Railroad Ave CITY, STATE, ZIP: Portage, PA 15946 PHONE NO. (WITH AREA CODE): (814)736-9896 Tom

PAGE: 1 OF 1 BILL OF LADING NUMBER: 16537502 SHIPMENT #: 16537502 KLS #: Doc # 8043345747

TRUCK # 550 276 TRAILER # 750 276 TRIP # HBM 463 12.95

PICKUP INSTRUCTIONS: FLATBED W/ TARPS Required \*\*\*\*\* Carrier is LANDSTAR \*\*\*\*\*

PICKUP DELIVERY: SHIPMENT: Tarping

Prob # 110705588R GL code

CONSIGNEE (DESTINATION) TO: FEDERAL MINE# 2 ADDRESS: 1044 MIRACLE RUN RD. CITY, STATE, ZIP: Fairview, WV 26570 PHONE NO. (WITH AREA CODE): (304)368-8948 STEVE WILMOTH

BILL TO (MAILING ADDRESS) BILL TO: NAME: Kennametal, Inc. / MIQ Logistics ADDRESS: PO Box 11250 CITY, STATE, ZIP: Overland Park, KS 66207

DELIVERY INSTRUCTIONS: POC: TRAVIS MOORE/304-368-9965

Table with columns: PIECES OF PKG, HAZ MAT, CLASS, DMS, DESCRIPTION OF ARTICLES, SPECIAL MARKS AND EXCEPTIONS, WEIGHT LBS. Includes entry for 2 Pallets of MINING DRUMS (60" x 60" x 44") with weight 12000.

C.O.D. AMT. PAYMENT METHOD: C.O.D. FEE IS Collect

C O D REMIT C.O.D. TO: NAME: ADDRESS: CITY, STATE, ZIP: FREIGHT CHARGES: THIRD PARTY

DECLARED VALUE: Where the rate is dependent on value, shippers are required to state specifically in writing the agreed or declared value of the property. If the value is omitted, the shipment will be subject to the lowest amount or to based value in ICC tariff 100. The agreed or declared value of the property is hereby specifically stated by the shipper to be not exceeding

CARRIER LIABILITY: The carrier's liability is limited to the actual value of the property. The carrier's liability is limited to the actual value of the property. The carrier's liability is limited to the actual value of the property.

SHIPPER: Leman Machine CARRIER: MIQ Logistics Truck Brokerage DRIVER: PCS DATE: COLLECTED AT PICKUP: CASH CHECK CARD TYPE

Received by: Donnie Menefer Donnie Menefer

http://tms.miq.com/TMS3/servlet/SMController?actionId=printBol&ShipmentId=16537502 6/22/2012

PRINT DATE: 06/14/12 12:55

PURCHASE ORDER

ORDER DATE: 06/14/12

INVOICE TO:

SHIP TO:

HOBET MINING, LLC A SUBSIDIARY OF PATRIOT COAL CORPORATION P.O. BOX 66823 ST. LOUIS MO MO 63166-6823 PHONE: (314) 275-3600	HOBET MINING, LLC HOBET 21 MUD RIVER ROUTE 119. SHAFFER ROAD EXIT MADISON, WV 25130 PHONE: (304) 369-8175	PURCHASE ORDER NUMBER PO: 619505-2290 <small>THIS NUMBER MUST APPEAR ON ALL INVOICES, SHIPPING NOTICES, BILLS OF LADING, PACKING SLIPS, PACKAGES AND CORRESPONDENCE.</small>
--	---	--

VENDOR ADDRESS:

KENNA METAL TRICON METALS &  
 PO BOX 101447  
 BIRMINGHAM AL 35210  
 ATTN: CHARLIE MCCOY  
 FAX: 1-205-956-9706

TERMS: MUTUALLY DEFINED  
 INVOICE DATE  
 NET IN 30 DAYS  
 FRT CHARGES: PREPAID BUT CHARGED TO  
 FOB: ..... SHIP VIA.....  
 TRANS METHOD: SUPPLIER TRUCK

LINE NO.	UNIT	QUANTITY ORDERED	DESCRIPTION	UNIT PRICE
THIS ORDER NEEDS TO BE DELIVERED NO LATER THAN JUNE 21, 2012. PLEASE CALL ROD JEFFREY AT 304-369-8175 WITH ANY QUESTIONS.				
LN 1	EA	2	SERVICE #66748 SERVICE OFFSITE FABRICATION SERVICE OFFSITE FABRICATION Tricon Kennametal Quote #2003739388 (2) of Item 10. REQUIRED: NEXT SCHEDULED DELIVERY	4,464.00
LN 2	EA	3	SERVICE #66748 SERVICE OFFSITE FABRICATION SERVICE OFFSITE FABRICATION Tricon Kennametal Quote#: 2003777205 Item 10 Only REQUIRED: NEXT SCHEDULED DELIVERY	8,527.06
*** END OF PURCHASE ORDER ***				
<i>onsite 6/21/12</i>				
PAGE 1 OF 1				

*SEND ORIGINAL INVOICE SHOWING OUR PURCHASE ORDER NUMBER WITH ORIGINAL BILL OF LADING OR SHIPPING RECEIPT AND COPY OF PREPAID FREIGHT BILL. *THIS PURCHASE ORDER IS SUBJECT TO TERMS AND CONDITIONS SET FORTH ON <a href="http://www.patriotcoal.com/index.php?view=purchase-orders&amp;p=2&amp;w=66">www.patriotcoal.com/index.php?view=purchase-orders&amp;p=2&amp;w=66</a> WHICH MAY CHANGE WITHOUT NOTICE TO SELLER AND WILL BE MODIFIED FROM TIME TO TIME.	TOTAL AMOUNT 34,509.18
--	---------------------------

PLEASE DIRECT QUESTIONS TO THE PURCHASING CONTACT LISTED BELOW

NAME	TELEPHONE	FAX NUMBER
FROM: ROBIN ELLISON	(304) 380-0296	(304) 380-0280



PLEASE REMIT TO  
KENNAMETAL TRICON METALS &  
SERVICES  
DEPT AT 952850  
ATLANTA GA 31192-2850

Repeat Print

Page  
1 / 1

Invoice

CUSTOMER PURCHASE ORDER No./DATE 619505-2290 06/15/2012		CUSTOMER No. 70489647	SUPPLIER No.	DOCUMENT No. / DATE <b>9037930373</b> 06/21/2012		
OUR ORDER No. 19243237		VAT No. / GST No.	DELIVERY No. / SHIP DATE 8043359274 06/21/2012		CUSTOMER CONTACT ROBIN ELLISON	
<b>BILL TO:</b> HOBET MINING INC C/O PATRIOT COAL CORP PO Box 66823 SAINT LOUIS MO 63166-6823			<b>SHIP TO:</b> HOBET MINING LOWER HEWITT RD OFF US 119 N MADISON WV 25130			
CARRIER / TRACKING No. SHIP BEST CARRIER LINDA		TERRITORY CHARLES MCCOY JR.		CUSTOMER SERVICE REP NAME / TELEPHONE Pamela L Melvin		
PAYMENT TERMS Net 30 Days		SHIP TERMS Free Carrier FCA		SHIP FROM Irontdale / BT01		
ITEM No.	CATALOG / GRADE MAT. NO / CUST MAT No. DESCRIPTION	TAX	QUANTITY	UNIT PRICE	AMOUNT USD	
10	TRICONWH TRICONWH 3/4" TRIBRAZE DURA-PLUS® ..... SHIP ON NEXT WV TRUCK  WEDNESDAY 06/20/2012 ..... Order 19243237 from 06/15/2012	N	3 PC	8,527.06	25,581.18	
20	TRICONWH TRICONWH 1" SUPER-C® (3L) Order 19243237 from 06/15/2012	N	2 PC	4,464.00	8,928.00	
<b>Sub Total</b>					34,509.18	
<b>Freight</b>					1,750.00	
<b>Total Amount</b>					<b>36,259.18</b>	

**KENNAMETAL TERMS OF SALE****KENNAMETAL GENERAL CONDITIONS**

- 1. AGREEMENT.** These general conditions are intended by the parties as the final expression of their Agreement and are the complete and exclusive statement of the terms and conditions of that Agreement. If the purchase order or any other form states terms or conditions which are additional to or different from these set forth herein, this writing shall be deemed notification of objection to such additional or different terms or conditions. Accordingly, this Agreement is expressly conditioned on the acceptance and assent to the conditions on the face and reverse side hereof. Acceptance of the conditions contained herein shall be considered to have occurred unless written notice of objection is received by Seller within ten (10) calendar days of the date specified on this writing. No modification or rescission hereof shall be effective unless made in writing and signed by both parties, nor shall this Agreement be waived, modified, rescinded or altered by any subsequent course of dealing or performance between the parties.
- 2. PAYMENT.** Invoices are due and payable in full without right of setoff within the prescribed period stated on the face hereof. Invoices for products or services delivered under this order are payable only in U.S. funds which are accepted at par by our depositories, unless specifically stated differently on the face hereof. Credit and delivery of products shall be subject to the approval of the Seller to whom all bills are payable and who reserves the right to alter the terms and set a limit of credit. Each shipment shall be treated as a separate and independent contract; but if the Buyer shall fail to fulfill the terms of payment under this or any other contract, the Seller at its option may defer further shipments, until payment shall have been made.
- 3. PRICES AND DELIVERY.** Unless otherwise stated, prices are subject to change without notice. No cash discounts or other discounts for prompt payment are offered unless specifically stated on the face hereof. Delivery of the products shall be F.O.B. point of shipment (Incoterm 1990) and, unless otherwise stated, no freight or other transportation charges will be allowed and Buyer will pay or reimburse Seller for all freight. Seller shall not be responsible for storage, transportation or similar charges occurred at destination. Title and all risks of loss and damages shall pass to Buyer upon delivery of the products sold hereunder to the carrier.
- 4. EXPORT RESTRICTIONS.** Buyer acknowledges that the products received from Seller are subject to the U.S. Export Administration Regulations, as amended, and other applicable laws and related regulations (collectively "Regulations"). Buyer hereby gives assurance, with respect to the products and any U.S. origin technical data, that Buyer shall comply with the Regulations.
- 5. TAXES AND OTHER CHARGES.** To the extent legally permissible, all present and future excise levies or taxes or any similar charges imposed by any federal state, foreign or local authority which Seller may be required to pay or collect, upon or with reference to the sale, purchase, transportation, delivery, storage, use or consumption of products or services including taxes upon or measured by the receipts therefrom (except net income and franchise taxes), shall be for the account of Buyer.
- 6. DELAY IN DELIVERY AND FORCE MAJEURE.** Delivery dates are approximate and estimated, and are based upon prompt receipt of all necessary information from the Buyer. Seller may make partial shipments of any one or more items covered by the quotation or acknowledgment, and may ship from any location it may select. Seller shall not be liable for any loss, damage, detention, delay or failure to deliver resulting from causes beyond its reasonable control, including (without limiting the generality of the foregoing) fire, explosion, flood, strike or other difference with workmen, accidents to Seller's facility, acts of sabotage, shortage of facility, material or labor, delay in transportation, delay of supply of product to Seller breakdown or accident, riot, insurrection, civil or military authority, governmental controls, restrictions or regulations, whether legal or defacto, including but not limited to failure to obtain export or import licenses, a force majeure event occurring in respect to one of Seller's suppliers, and any other cause beyond Seller's control.
- 7. WARRANTIES AND LIMITATION OF LIABILITY.** Seller warrants that the products or services sold hereunder shall be free from defects in material and workmanship under normal use and service when correctly installed, used and maintained. This warranty of quality shall terminate thirty (30) days after delivery of the products, or provision of services, to Buyer and shall not apply to products which have been subjected to misuse, abuse, neglect or improper storage, handling or maintenance. **THE FOREGOING WARRANTY IS IN LIEU OF ALL OTHER WARRANTIES WITH RESPECT TO THE PRODUCTS AND SERVICES, WHETHER ORAL, WRITTEN, EXPRESS, IMPLIED BY OPERATION OF LAW OR OTHERWISE, OR STATUTORY. THIS IS NO WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE OR ANY OTHER WARRANTIES ARISING BY USAGE OF TRADE, COURSE OF PERFORMANCE OR COURSE OF DEALING. SELLER SHALL NOT BE LIABLE TO BUYER OR ANY OTHER PERSON FOR SPECIAL, INDIRECT, INCIDENTAL, CONSEQUENTIAL OR EXEMPLARY LOSSES, DAMAGES OR EXPENSES, DIRECTLY OR INDIRECTLY ARISING FROM THE SALE, HANDLING OR USE OF THE PRODUCTS OR SERVICES OR FROM ANY OTHER CAUSE RELATING THERETO. SELLER'S LIABILITY HEREUNDER WHETHER BASED ON CONTRACT, WARRANTY TORT (INCLUDING BUT NOT LIMITED TO NEGLIGENCE AND STRICT LIABILITY) OR OTHERWISE IS LIMITED TO, AT SELLER'S OPTION, THE CORRECTION OF DEFECTIVE SERVICES OR REFUNDING OR CREDITING BUYER WITH AN AMOUNT EQUAL TO THE PURCHASE PRICE THEREOF, THE REPLACEMENT OR REPAIR OF DEFECTIVE PRODUCTS OR THE REPAYMENT OF, OR CREDITING BUYER WITH AN AMOUNT EQUAL TO THE PURCHASE PRICE UPON RETURN OF THE PRODUCTS.** Products may be returned, F.O.B. Seller's facilities, only after inspection and approval by Seller and upon receipt by Buyer of shipping instructions from Seller. The parties expressly waive the Statute of Limitations and agree that any claim by Buyer with reference to the products or services sold hereunder for any cause, shall be deemed waived by the Buyer unless filed within one (1) year from accrual of the cause of action therefore.
- 8. PATENTS, COPYRIGHTS AND TRADEMARKS.** No license or other rights under any patents, copyrights or trademarks owned or controlled by Seller or under which Seller is licensed are granted to Buyer or implied by the sale of products or services hereunder. Buyer shall not identify as genuine products of Seller products purchased hereunder which Buyer has treated, modified or altered in any way, nor shall Buyer use Seller's trademarks to identify such products; provided, however, that Buyer may identify such products as utilizing, containing or having been manufactured from genuine products of Seller as treated, modified or altered by Buyer or Buyer's representative. If products or services sold hereunder are manufactured or performed according to Buyer's specifications, Buyer shall indemnify Seller against any liability for patent, copyright, or trademark infringement on account of such manufacture or performance.
- 9. OVER OR UNDER-SHIPMENT.** Unless Seller is otherwise instructed, the allowance for over-shipment and under-shipment shown below will prevail on all orders for Seller manufactured, non-stock or blueprint products.
- | No. of Pieces Ordered   | 1-4 | 5-9  | 10-24 | 25-49 | 50 or over |
|-------------------------|-----|------|-------|-------|------------|
| Plus or Minus Allowance | 0   | 1 pc | 2 pcs | 3 pcs | 10%        |
- Non-stock industrial supply products will be billed in accordance with the quantity shipped to Buyer. For all products, over or under-shipments will not change the unit price. Buyer's claims for shortages, including proof of delivery requests, shall be made in writing no more than thirty (30) days after receipt of the products or date of invoice, whichever event occurs first.
- 10. PERFORMANCE AND ENFORCEMENT.** This order may be performed and all rights hereunder against Buyer may be enforced by Seller or by any one or more of the corporations subsidiary to or affiliated with Seller or in part by Seller and in part by one or more of such subsidiary or affiliated corporations.
- 11. PROHIBITION OF ASSIGNMENT.** No rights arising under this agreement may be assigned by the Buyer unless expressly agreed to in writing by the Seller.
- 12. LEGAL COMPLIANCE.** Buyer agrees, at its own expense, promptly to take such steps and execute such documents as may be required to satisfy any law or requirements in Buyer's country to render this Agreement valid.
- 13. WAIVER.** Waiver by Seller or Buyer of any breach of these provisions shall not be construed as a waiver of any other breach.
- 14. SEVERABILITY.** The invalidity or unenforceability of any provision or term hereof shall not affect in any way the remainder of the provisions or terms of this agreement.
- 15. DISPUTE RESOLUTION.** This Agreement shall be governed by the laws of the Commonwealth of Pennsylvania excluding the application of its conflicts of laws provisions and excluding the United Nations Convention of the International Sale of Goods.



Kennametal Tricon Metals & Services  
 2500 5th Ave South, Irontdale Industrial Park  
 Birmingham AL 35210  
 Tel: 800-633-6054  
 Fax: 205-956-9706

Page 1 of 1  
 06/21/2012 11:51:14

**Delivery Note**

CUSTOMER PURCHASE ORDER No. / DATE 619505-2290 / 06/15/2012		OUR ORDER No. / DATE 19243237 / 06/15/2012		DOCUMENT No. DATE 8043359274 06/21/2012	
CUSTOMER No. 70490889	SUPPLIER No.	SHIPPING POINT / PLANT MFG Irontdale, Birmingham / BT01		BUYER ROBIN ELLISON	ROUTE TL2DAY

**SHIP TO:**

HOBET MINING  
 LOWER HEWITT RD  
 OFF US 119 N  
 MADISON WV 25130  
 USA

**SOLD TO:**

HOBET MINING INC  
 C/O PATRIOT COAL CORP  
 PO Box 66823  
 SAINT LOUIS MO 63166-6823  
 USA

Purchase Order# : 619505-2290

Delivery#: 8043359274



CARRIER SHIP BEST CARRIER	SALES OFFICE BT01 Birmingham	SALES REPRESENTATIVE NAME Pamela L Melvin
PAY TERMS Net 30 Days	TERRITORY CHARLES MCCOY JR.	SALES REPRESENTATIVE PHONE
SHIP TERMS FCA FCA		SALES REPRESENTATIVE FAX

Our/Your Item No.	Catalog/Grade Mat No. Cust Mat No. Description	Quantity Ordered	Balance Due	Quantity Shipped
10	TRICONWH TRICONWH 3/4" TRIBRAZE DURA-PLUS®  ***** SHIP ON NEXT WV TRUCK WEDNESDAY 06/20/2012 ***** With the following configuration: Size 96 X 240 Job Type Warehouse Order Total Estimated Weight 14,701.82 Order 19243237 06/15/2012	3 PC	0 PC	3 PC
20	TRICONWH TRICONWH 1" SUPER-C® (3L) With the following configuration: Size 48 X 144 Job Type Warehouse Order Total Estimated Weight 4,163.52 Order 19243237 06/15/2012	2 PC	0 PC	2 PC

ENTERED BY: WHITFCB  
 06/21/2012 11:51:14

SEE REVERSE SIDE FOR CONDITIONS

**KENNAMETAL TERMS OF SALE**

WE HEREBY CERTIFY THAT THESE GOODS WERE PRODUCED IN COMPLIANCE WITH ALL REQUIREMENTS OF SECTIONS 6, 7 AND 12 OF THE FAIR LABOR STANDARDS ACT, AS AMENDED, AND THE REGULATIONS AND ORDERS OF THE UNITED STATES DEPARTMENT OF LABOR ISSUED UNDER SECTION 14 THEREOF.

**KENNAMETAL GENERAL CONDITIONS**

1. **AGREEMENT.** These general conditions are intended by the parties as the final expression of their Agreement and are the complete and exclusive statement of the terms and conditions of that Agreement. If the purchase order or any other form states terms or conditions which are additional to or different from those set forth herein, this writing shall be deemed notification of objection to such additional or different terms or conditions. Accordingly, this Agreement is expressly conditioned on the acceptance and assent to the conditions on the face and reverse side hereof. Acceptance of the conditions contained herein shall be considered to have occurred unless written notice of objection is received by Seller within ten (10) calendar days of the date specified on this writing. No modification or rescission hereof shall be effective unless made in writing and signed by both parties, nor shall this Agreement be waived, modified, rescinded or altered by any subsequent course of dealing or performance between the parties.

2. **PAYMENT.** Invoices are due and payable in full without right of setoff within the prescribed period stated on the face hereof. Invoices for products or services delivered under this order are payable only in U.S. funds which are accepted at par by our depositories, unless specifically stated differently on the face hereof. Credit and delivery of products shall be subject to the approval of the Seller to whom all bills are payable and who reserves the right to alter the terms and set a limit of credit. Each shipment shall be treated as a separate and independent contract; but if the Buyer shall fail to fulfill the terms of payment under this or any other contract, the Seller at its option may defer further shipments, until payment shall have been made.

3. **PRICES AND DELIVERY.** Unless otherwise stated, prices are subject to change without notice. No cash discounts or other discounts for prompt payment are offered unless specifically stated on the face hereof. Delivery of the products shall be F.O.B. point of shipment (Incoterms 1990) and, unless otherwise stated, no freight or other transportation charges will be allowed and Buyer will pay or reimburse Seller for all freight. Seller shall not be responsible for storage, transportation or similar charges occurred at destination. Title and all risks of loss and damages shall pass to Buyer upon delivery of the products sold hereunder to the carrier.

4. **EXPORT RESTRICTIONS.** Buyer acknowledges that the products received from Seller are subject to the U.S. Export Administration Regulations, as amended, and other applicable laws and related regulations (collectively "Regulations"). Buyer hereby gives assurance, with respect to the products and any U.S. origin technical data, that Buyer shall comply with the Regulations.

5. **TAXES AND OTHER CHARGES.** To the extent legally permissible, all present and future excise levies or taxes or any similar charges imposed by any federal state, foreign or local authority which Seller may be required to pay or collect, upon or with reference to the sale, purchase, transportation, delivery, storage, use or consumption of products or services including taxes upon or measured by the receipts therefrom (except net income and franchise taxes), shall be for the account of Buyer.

6. **DELAY IN DELIVERY AND FORCE MAJEURE.** Delivery dates are approximate and estimated, and are based upon prompt receipt of all necessary information from the Buyer. Seller may make partial shipments of any one or more items covered by the quotation or acknowledgment, and may ship from any location it may select. Seller shall not be liable for any loss, damage, detention, delay or failure to deliver resulting from causes beyond its reasonable control, including (without limiting the generality of the foregoing) fire, explosion, flood, strike or other disturbance with workmen, accidents to Seller's facility, acts of sabotage, shortage of facility, material or labor, delay in transportation, delay of supply of product to Seller breakdown or accident, riot, insurrection, civil or military authority, governmental controls, restrictions or regulations, whether legal or de facto, including but not limited to failure to obtain export or import licenses, a force majeure event occurring in respect to one of Seller's suppliers, and any other cause beyond Seller's control.

7. **WARRANTIES AND LIMITATION OF LIABILITY.** Seller warrants that the products or services sold hereunder shall be free from defects in material and workmanship under normal use and service when correctly installed, used and maintained. This warranty of quality shall terminate thirty (30) days after delivery of the products, or provision of services, to Buyer and shall not apply to products which have been subjected to misuse, abuse, neglect or improper storage, handling or maintenance. THE FOREGOING WARRANTY IS IN LIEU OF ALL OTHER WARRANTIES WITH RESPECT TO THE PRODUCTS AND SERVICES, WHETHER ORAL, WRITTEN, EXPRESS, IMPLIED BY OPERATION OF LAW OR OTHERWISE, OR STATUTORY. THIS IS NO WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE OR ANY OTHER WARRANTIES ARISING BY USAGE OF TRADE, COURSE OF PERFORMANCE OR COURSE OF DEALING. SELLER SHALL NOT BE LIABLE TO BUYER OR ANY OTHER PERSON FOR SPECIAL, INDIRECT, INCIDENTAL, CONSEQUENTIAL OR EXEMPLARY LOSSES, DAMAGES OR EXPENSES, DIRECTLY OR INDIRECTLY ARISING FROM THE SALE, HANDLING OR USE OF THE PRODUCTS OR SERVICES OR FROM ANY OTHER CAUSE RELATING THERETO. SELLER'S LIABILITY HEREUNDER WHETHER BASED ON CONTRACT, WARRANTY TORT (INCLUDING BUT NOT LIMITED TO NEGLIGENCE AND STRICT LIABILITY) OR OTHERWISE IS LIMITED TO, AT SELLER'S OPTION, THE CORRECTION OF DEFECTIVE SERVICES OR REFUNDING OR CREDITING BUYER WITH AN AMOUNT EQUAL TO THE PURCHASE PRICE THEREOF, THE REPLACEMENT OR REPAIR OF DEFECTIVE PRODUCTS OR THE REPAYMENT OF, OR CREDITING BUYER WITH AN AMOUNT EQUAL TO THE PURCHASE PRICE UPON RETURN OF THE PRODUCTS. Products may be returned, F.O.B. Seller's facilities, only after inspection and approval by Seller and upon receipt by Buyer of shipping instructions from Seller. The parties expressly waive the Statute of Limitations and agree that any claim by Buyer with reference to the products or services sold hereunder for any cause, shall be deemed waived by the Buyer unless filed within one (1) year from accrual of the cause of action therefore.

8. **PATENTS, COPYRIGHTS AND TRADEMARKS.** No license or other rights under any patents, copyrights or trademarks owned or controlled by Seller or under which Seller is licensed are granted to Buyer or implied by the sale of products or services hereunder. Buyer shall not identify as genuine products of Seller products purchased hereunder which Buyer has treated, modified or altered in any way, nor shall Buyer use Seller's trademarks to identify such products; provided, however, that Buyer may identify such products as utilizing, containing or having been manufactured from genuine products of Seller as treated, modified or altered by Buyer or Buyer's representative. If products or services sold hereunder are manufactured or performed according to Buyer's specifications, Buyer shall indemnify Seller against any liability for patent, copyright, or trademark infringement on account of such manufacture or performance.

9. **OVER OR UNDER-SHIPMENT.** Unless Seller is otherwise instructed, the allowance for over-shipment and under-shipment shown below will prevail on all orders for Seller manufactured, non-stock or blueprint products.

No. of Pieces Ordered 1-4	5-9	10-24	25-49	50 or over
Plus or Minus Allowance	0	1 pc	2 pcs	3 pcs 10%

Non-stock industrial supply products will be billed in accordance with the quantity shipped to Buyer. For all products, over or under-shipments will not change the unit price. Buyer's claims for shortages, including proof of delivery requests, shall be made in writing no more than thirty (30) days after receipt of the products or date of invoice, whichever event occurs first.

10. **PERFORMANCE AND ENFORCEMENT.** This order may be performed and all rights hereunder against Buyer may be enforced by Seller or by any one or more of the corporations subsidiary to or affiliated with Seller or in part by Seller and in part by one or more of such subsidiary or affiliated corporations.

11. **PROHIBITION OF ASSIGNMENT.** No rights arising under this agreement may be assigned by the Buyer unless expressly agreed to in writing by the Seller.

12. **LEGAL COMPLIANCE.** Buyer agrees, at its own expense, promptly to take such steps and execute such documents as may be required to satisfy any law or requirements in Buyer's country to render this Agreement valid.

13. **WAIVER.** Waiver by Seller or Buyer of any breach of these provisions shall not be construed as a waiver of any other breach.

14. **SEVERABILITY.** The invalidity or unenforceability of any provision or term hereof shall not affect in any way the remainder of the provisions or terms of this agreement.

15. **DISPUTE RESOLUTION.** This Agreement shall be governed by the laws of the Commonwealth of Pennsylvania excluding the application of its conflicts of laws provisions and excluding the United Nations Convention of the International Sale of Goods.

07/26/2012 12:23 2056475807

NRF

PAGE 01/01

6974

**SENDER / EXPORTER:**

KENNAMETAL-TRICON METALS & SERVICES  
 IRONDALE IND. PARK  
 2700 5TH AVB. SOUTH

USA 35210 BIRMINGHAM AL

PHONE: 800-633-6054  
 FAX: 205-956-9706  
 VAT: 94-3437137

**SHIPPERS LETTER OF INSTRUCTIONS**



SHIPMENT NO. / DATE:  
 BT3280946 : 21.06.2012

CARRIER:

PHONE:  
 FAX:

**CONSIGNEE:** 490889

HOBET MINING  
 LOWER HEWITT RD

OFF US 119 N  
 25130 MADISON NW  
 UNITED STATES

PHONE: 000-000-0000  
 FAX:  
 TVA:

**CUSTOMS BROKER:**

**MARKS & NUMBERS / DESCRIPTION OF GOODS:**

METAL SPARE PARTS FOR MACHINING TOOLS  
 AUSWECHSELBARE WERKZEUGE UND ERSATZTEILE AUS METALL  
 OUTILLAGE ECHANGEABLE ET PIECES DE ECHANGE METALLIQUE

*5 PLATES*

*Dale Craft  
 6-22-12*

SEND FREIGHT BILL TO: Kennametal/MIQ Logistics  
 PO BOX 11250  
 Overland Park, KS. 66207

**KIND OF PACKAGES / DIMENSIONS:**

Length: 0.00 m  
 Width: 0.00 m  
 Height: 0.00 m

Weight: 8556.65 KG  
 Cubic Content: 0.00 CBM  
 Package Method: 1 PLATE(S) STEEL PT

**HAZARDOUS GOODS / INSURANCE:**

Class: NO HAZARDOUS GOODS  
 Description:  
 Insurance Value: NO INSURANCE

**ATTACHMENTS:**

**SHIPPING INFORMATION & CONDITIONS:**

Bill Freight To: FCA-FREIGHT PREPAID  
 Bill Duty & Tax To: CONSIGNEE  
 Carrier Account No:  
 Purchase Order No: 619505-2290  
 Waybill No: LINDA  
 Flight No:

C.O.D. Amount: \$ 0.00  
 Shipping Charges: \$ 1,750.00  
 Carriers Vendor No: 889  
 District Order No: 043359274  
 Masterwaybill No:  
 Airline:

**RECEIVED FOR CARRIER:**

Date: Time: Printed Name: Signature:

**AS PER SHIPPER:**

Date: Time: Printed Name: Signature:



MHO Drive (WENQUAMETZ) MHO LOG | Support | Preferences | Settings | Log out

**Your 1 shipment:**

Select a send method

Scheduled pickup start date: pickup end date: Scheduled delivery start date: Scheduled delivery end date: Origin company: City: State: Dispatch company: City: State:

Carrier: Status: Select status type:  Cancelled  Exception  Delayed  Received incomplete  Select Reference field: Reference lead value:

Also include these statuses:

Assign	Carrier	Consolidate	Change Capacity	Update Status	Cancel Shipment
<input type="checkbox"/> MHO <input type="checkbox"/> AM <input checked="" type="checkbox"/> 1 <input type="checkbox"/> 2 <input type="checkbox"/> 3 <input type="checkbox"/> 4 <input type="checkbox"/> 5 <input type="checkbox"/> 6 <input type="checkbox"/> 7 <input type="checkbox"/> 8 <input type="checkbox"/> 9 <input type="checkbox"/> 10 <input type="checkbox"/> 11 <input type="checkbox"/> 12 <input type="checkbox"/> 13 <input type="checkbox"/> 14 <input type="checkbox"/> 15 <input type="checkbox"/> 16 <input type="checkbox"/> 17 <input type="checkbox"/> 18 <input type="checkbox"/> 19 <input type="checkbox"/> 20 <input type="checkbox"/> 21 <input type="checkbox"/> 22 <input type="checkbox"/> 23 <input type="checkbox"/> 24 <input type="checkbox"/> 25 <input type="checkbox"/> 26 <input type="checkbox"/> 27 <input type="checkbox"/> 28 <input type="checkbox"/> 29 <input type="checkbox"/> 30 <input type="checkbox"/> 31 <input type="checkbox"/> 32 <input type="checkbox"/> 33 <input 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