

**ALLIED METALS CORPORATION**  
**TERMS AND CONDITIONS OF SALE**  
**OF GOODS AND/OR SERVICES**  
**(Version Effective as of 10/11/22)**

1. Sale and Purchase. These Terms and Conditions of Sale ("Terms and Conditions") are the only terms which govern the sale of any goods, materials, services or products (the "Products") by Allied Metals Corporation ("Seller") to the buyer of such Products (the "Customer"). Except to the extent otherwise expressly agreed in writing signed by an authorized officer of Seller, these Terms and Conditions and Seller's quotation, proposal, order acknowledgment (confirmation of sale), invoice and final packing list, if any, constitute the entire agreement ("Agreement") between Customer and Seller regarding the sale of Products by Allied Metals Corporation, and these Terms and Conditions and the Agreement supersede all prior or contemporaneous understandings, agreements, negotiations, representations, warranties and communications, whether written or oral, between the parties regarding the sale of the Products. These Terms and Conditions and the Agreement prevail over any of Customer's terms and conditions of purchase regardless of whether or when Customer has submitted its request for quote, purchase order or its own set of terms and conditions. Transaction-specific terms agreed upon in writing between Seller and Customer regarding quantity, price, shipping and scheduling are also considered part of the Agreement. By the fact of Customer ordering Products from Seller, and/or by its acceptance of Seller's performance, Customer expressly agrees to and accepts these Terms and Conditions, and agrees that any different or conflicting terms and conditions submitted from Customer to Seller, whether in conjunction with a request for quote, purchase order, confirmation or otherwise, shall not be effective and are deemed a nullity, regardless of when Customer submitted such terms and conditions. Seller's acceptance of Customer's purchase orders are expressly conditional on Customer's assent to these Terms and Conditions. UNLESS CUSTOMER, IN CONJUNCTION WITH THE SUBMISSION OF A PURCHASE ORDER TO SELLER, SUBMITS A WRITTEN REJECTION OF THESE TERMS AND CONDITIONS SIGNED BY AN OFFICER OF CUSTOMER, AND IN RESPONSE AN OFFICER OF SELLER SIGNS A WRITTEN WAIVER OF THESE TERMS AND CONDITIONS, CUSTOMER SHALL BE DEEMED TO HAVE ACCEPTED THESE TERMS AND CONDITIONS BY THE PRESENTMENT OF A PURCHASE ORDER TO SELLER AND/OR THE CUSTOMER'S ACCEPTANCE OF THE PRODUCTS, NOTWITHSTANDING ANYTHING TO THE CONTRARY. SELLER HEREBY EXPRESSLY REJECTS, OBJECTS TO, AND IS NOT BOUND BY ANY OTHER TERMS AND CONDITIONS FROM CUSTOMER WHICH ATTEMPT TO IMPOSE UPON SELLER ANY TERMS AND CONDITIONS THAT DIFFER FROM SELLER'S TERMS AND CONDITIONS. Seller rejects all such additional or conflicting terms and conditions submitted by Customer. Seller's Terms and Conditions shall be deemed to control all transactions between the Parties and shall survive termination of the Agreement. Except as provided for above, SELLER'S PERFORMANCE OR FAILURE TO OBJECT TO PROVISIONS CONTAINED IN ANY CUSTOMER COMMUNICATION OR DOCUMENT SHALL NOT BE DEEMED TO WAIVE, MODIFY OR AMEND ANY PROVISION HEREIN OR CONSTITUTE SELLER'S ASSENT TO ANY SUCH ADDITIONAL, DIFFERENT AND/OR INCONSISTENT TERMS FROM CUSTOMER.

2. Scope of Work and Purchase Price. The Scope of Work to be performed by Seller shall be stated on Seller's proposal and/or quotation. Customer will notify Seller in writing of any requested changes or additions to the Scope of Work, and Seller reserves the right to accept or reject any changes or additions. As consideration for the sale of the Products, Customer shall pay Seller the purchase price identified on Seller's quotation and/or invoice (the "Purchase Price"), plus any additions to the Purchase Price resulting from any changes and/or additions to the Scope of Work. Seller will not proceed with any changes or additions to the Scope of Work without prior written approval of Customer.

3. Cancellation. Cancellation by Customer is not allowed unless Seller expressly approves of such cancellation in writing. Without limiting any of Seller's other remedies, Customer shall be responsible for payment in full for all Products made and/or delivered up to the point of cancellation, plus all costs of any kind incurred for Products not yet completed and/or delivered at the time of cancellation, plus an additional 20% of the total Purchase Price.

4. Payment of Purchase Price and Other Charges; Credit Terms. Credit terms extended to Customer are at all times subject to the discretion of Seller, and Seller may at any time require payment in full, in advance of or after the sale of the Products. Unless other arrangements are already in place, the Purchase Price and other charges owing Seller under the Agreement shall be payable within 30 days via electronic funds transfer from the date of Seller's invoice. Amounts owing to Seller but unpaid after the date those amounts were due shall accrue a service charge of 1.5% per month, compounded monthly.

5. Delivery, Performance and Shipping Expenses. The delivery of the Products will be scheduled by mutual agreement between the parties. **SELLER SHALL NOT BE LIABLE FOR DELAYS IN DELIVERY OR PERFORMANCE PROVIDED IT IS USING GOOD FAITH EFFORTS TO PERFORM ITS OBLIGATIONS. SELLER ALSO SHALL NOT BE RESPONSIBLE FOR ANY DELAYS IN DELIVERY DUE IN WHOLE OR IN PART TO CIRCUMSTANCES NOT COMPLETELY WITHIN ITS CONTROL.** Any claim of shortage must be made to Seller no later than 48 hours after Customer's receipt of the portion of the Products at issue. Customer is responsible for all costs of shipping, unless otherwise agreed upon in writing. Supplemental shipping expenses requested by Customer are also to be paid by Customer, and Customer will be charged for all work-related expenses not contained in Seller's quote or proposal.

6. Risk of Loss. Risk of loss for damage to the Products shall pass to Customer FOB Seller's manufacturing or distribution facility.

7. Taxes. The Purchase Price applicable to the Agreement is exclusive of any sales and/or other taxes, and Customer shall be solely responsible for payment of all taxes, including but not limited to sales tax, GST, import tax, customs tax, VAT, fees, duties, and similar or related costs.

8. Warranty Disclaimers. **THE PRODUCTS ARE BEING SOLD TO CUSTOMER "AS IS," AND SELLER HEREBY DISCLAIMS ANY AND ALL EXPRESS AND IMPLIED WARRANTIES OF ANY KIND, INCLUDING BUT NOT LIMITED TO IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. ORAL OR OTHER WRITTEN STATEMENTS DO NOT CONSTITUTE WARRANTIES, AND SHALL NOT BE RELIED UPON BY CUSTOMER.**

9. Disclaimer of Consequential Damages; Limitations on Remedies. **NOTWITHSTANDING ANYTHING IN THIS AGREEMENT TO THE CONTRARY, SELLER WILL ONLY BE LIABLE TO CUSTOMER FOR CLAIMS, LIABILITIES, LOSSES AND DAMAGES ARISING OUT OF OR RELATING TO DAMAGE OR LOSS OF ANY PROPERTY RESULTING FROM OR ARISING OUT OF THE FAILURE OF SELLER TO COMPLY WITH ANY APPLICABLE LAW, GOVERNMENTAL RULE OR REGULATION OR THE TERMS OF THE AGREEMENT. SELLER HEREBY DISCLAIMS, AND UNDER NO CIRCUMSTANCES WILL SELLER BE LIABLE FOR, ANY AND ALL DIRECT, INDIRECT, CONSEQUENTIAL, SPECIAL, PUNITIVE, EXEMPLARY AND INCIDENTAL DAMAGES OF ANY KIND ARISING OUT OF OR RELATING TO THE AGREEMENT, INCLUDING BUT NOT LIMITED TO LOSS OF USE, DOWNTIME, LOST PROFITS, COVER, RECALL COSTS, LOSS OF GOODWILL, FREIGHT EXPENSES, INDEPENDENT CONTRACTOR EXPENSES, ATTORNEYS' FEES, LEGAL EXPENSES AND EMPLOYEE WAGES AND BENEFITS. OTHER THAN IN CASES OF GROSS NEGLIGENCE, IN NO EVENT SHALL SELLER'S LIABILITY TO CUSTOMER OR ANY THIRD PARTY, ARISING OUT OF OR RELATING TO THE PRODUCTS OR THE AGREEMENT, WHETHER ARISING IN TORT, CONTRACT OR OTHERWISE, EXCEED 50% OF THE TOTAL FEES PAID BY CUSTOMER FOR THE PRODUCT TO WHICH THE CLAIM RELATES (SAID FEES FOR PURPOSES OF THIS PROVISION NOT TO INCLUDE ANY LIVING EXPENSES, TRAVEL EXPENSES OR EXPENSE REIMBURSEMENTS TO SELLER), OR \$500, WHICHEVER IS THE**

## GREATER AMOUNT.

10. Statute of Limitations. No claim or cause of action may be brought against Seller for breach of the Agreement, or any claim arising in contract, tort or otherwise, more than one (1) year following the date of shipment of the Products to Customer and/or, in the case of services sold by Seller, one (1) year following the date of the completion of performance by Seller.

11. Default; Remedies; Security Agreement. Customer shall be in default under the Agreement for failure to (i) timely pay the Purchase Price or (ii) to perform any other obligation of Customer under the Agreement. Customer shall also be considered in default under the Agreement in the event Customer is in breach of or in default under any other agreement or contract between Seller and Customer. In the event of default, Seller shall have all rights and remedies available to it at law or in equity. Without limiting any of Seller's other remedies, in the event of a Customer default, Seller may delay, cease and/or withhold shipments of the Products and/or cancel the Agreement, without any cost, liability or penalty to Seller. Customer further grants to Seller a purchase money security interest in the Products, in order to secure all obligations of Customer under the Agreement. Customer authorizes Seller to file UCC financing statements reflecting its interest in the Products. In the event Seller takes any action to enforce the Agreement, Customer agrees to immediately reimburse to Seller, on demand, all attorneys' fees, court costs, and other expenses incurred in connection with such enforcement.

12. Governing Law, Exclusive Jurisdiction. The Agreement shall be governed by, construed, and enforced in the accordance with the laws of the State of Michigan, without reference to conflict of law principles. Any claim, cause or action, or dispute arising out of or relating to the Agreement shall be subject to the exclusive jurisdiction of a state court of competent jurisdiction in Oakland County, Michigan, or the U.S. District Court for the Eastern District of Michigan. The parties hereby consent to personal jurisdiction and venue in said courts in accordance with this Section 13. Prior to any litigation between them, the Parties shall engage in good-faith settlement discussions. Use of the Products is unauthorized in any jurisdiction that does not give effect to these Terms and Conditions.

13. No Reliance on Assistance; Modifications and Installation. Any advice or recommendations made to Customer by Seller relating to the Products cannot be relied upon by Customer, and Seller shall not be liable therefor. Customer assumes the risk of acting on any such advice or recommendations. **SELLER MAKES NO REPRESENTATION OR WARRANTY THAT ANY PRODUCT WILL PERFORM IN CONNECTION WITH ANY OTHER PRODUCT, PROCESS OR INSTALLATION.** Seller shall not be deemed to be agent, member, employee, partner, joint venturer or legal representative of Customer by virtue of the Agreement between them nor these Terms and Conditions.

14. Product Use. The Products may not be used, handled, transported or stored for unlawful purposes or in an unsafe manner. Do not attempt to use, handle, transport, store, alter or modify any Products in any manner that is potentially unsafe. Misuse of Products may cause serious injury. Customer is responsible for complying with all federal, state and local laws, rules, regulations, standards and other governmental requirements applicable to the Customer's use, handling, storage or transport of the Products. Customer agrees to indemnify, protect, defend and hold harmless Seller (and its officers, directors, managers, employees, agents, shareholders, members, affiliates, successors, assigns, parents and subsidiaries) from and against any and all claims, liabilities, fines, suits, actions, legal proceedings, damages, costs, expenses, awards and/or judgments (including without limitation attorney's fees and costs) brought against or incurred by any of said indemnified parties on account of, arising out of, or related to the Products and/or Customer's use, handling, storage or transport of the Products and/or the negligence, intentional acts or omissions of Customer.

15. Waiver of Warnings and Liabilities. Customer hereby covenants and agrees that it is fully knowledgeable about and/or will make itself fully knowledgeable about all actual and potential hazards and risks associated with the Products and their use, handling, transport and/or storage prior to Customer's use, handling, transport and/or storage of the Products. Customer further covenants and agrees that no additional warnings or instructions are required from Seller, and Customer covenants and agrees that that any and all additional warnings and instructions, along with any and all liabilities of Seller related thereto, are hereby waived by Customer.

16. Confidentiality. Seller acknowledges that it may acquire during its performance information about Customer's operations, processes, strategies, plans, products, components, designs, research, developments, technology, inventions, trade secrets and know-how of Customer's marketing plans, Customer's suppliers, finances and/or personnel data related to the actual or planned business affairs of Customer and its suppliers, including information that may be provided to Seller in the course of Seller's performance. All such information, unless otherwise generally available to others, shall be treated by Seller as confidential information. All information created by Seller in the course of its performance shall belong to Seller unless otherwise provided for by mutual agreement of the Parties in writing. Customer warrants and covenants that no part of the Scope of Work for which Customer is hiring Seller will violate any law nor infringe upon or violate any intellectual property rights or any other rights of any third party. Customer agrees to indemnify, protect, defend and hold harmless Seller (and its officers, directors, managers, employees, agents, shareholders, members, successors and assigns) from and against any and all claims, liabilities, suits, actions, legal proceedings, damages, costs, expenses, awards and/or judgments (including without limitation attorney's fees and costs) which such indemnified parties may suffer from any breach by Customer of said intellectual property covenant, warrant or representation. Seller's technical, trade secret, proprietary and/or similar information shall be deemed confidential and shall not be disclosed by Customer to any person or entity without Seller's prior written consent. No disclosure by Seller to Customer of any confidential information shall be construed as granting to Customer any right, title or interest in such information.

17. No Assignment. Customer may not assign any rights or delegate any duties arising out of or relating to the Agreement without the prior written consent of Seller. Any attempted assignment or delegation without such consent shall be void and of no effect.

18. Waiver of Agreement. No waiver of any breach of the Agreement shall be deemed effective unless in a writing signed by the waiving party. No waiver of one breach shall be deemed a waiver of any other breach.

19. Force Majeure. Seller shall not be liable for failure to perform or delays in performance caused by acts of God, war, armed conflict, acts of terrorism, riot, civil commotion, interference by civil or military authorities, national or international calamity, malicious damage, breakdown or plant or machinery, nuclear, chemical or biological contamination, sonic boom, earthquakes, collapse of building structures, fire, explosions, floods, loss at sea, natural disasters, adverse weather conditions, strikes, work stoppages, lock-outs, slow-downs, other labor difficulties, shortages or interruptions of power and/or fuel, shortages or interruptions of materials, shortages or interruptions of labor, shortages or interruptions in transportation, insolvency, traffic, unanticipated and/or significant increases in Seller's costs, defaults of suppliers or subcontractors, accidents, catastrophes, customs and border delays, embargoes, economic sanctions compliance, other delays, disease, epidemic, pandemic, compliance with any order or directive of any government agency, official or court, or other event or circumstance beyond Seller's exclusive and reasonable control. In the event of any of the foregoing, Seller's performance (i) shall be excused and/or (ii) the time for Seller's performance shall be extended to such time as may be reasonably necessary to enable Seller to profitably perform. Seller also may, in the event of such an event, allocate its available supply of Products among itself and its customers as Seller chooses, in its sole and absolute discretion, without penalty.

20. Incorporation. These Terms and Conditions shall be deemed to be incorporated into all documents between Seller and Customer, with or without further notice or reference, including but not limited to all correspondence, requests for quote, offers, quotations, acceptances, purchase orders, order acknowledgement forms (confirmation of sale), invoices and packing lists. Seller may modify these Terms and Conditions at any time.

21. Entire Agreement; Amendments. The Agreement, inclusive of these Terms and Conditions, is binding upon the Parties and their respective agents, successors and assigns. The Agreement, inclusive of these Terms and Conditions, constitutes the entire agreement between the parties with respect to the matters contemplated therein, and supersedes all prior, contemporaneous and/or inconsistent agreements, understandings, and negotiations. The Agreement, inclusive of these Terms and Conditions, may be modified only in writing, signed by an Officer of Seller.