

**ALLIED METALS CORPORATION
TERMS AND CONDITIONS OF
PURCHASE OF GOODS AND/OR
SERVICES**

(Version Effective as of 03/12/2026)

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

2. Scope of Work and Purchase Price. The Scope of Work to be purchased by Purchaser shall be stated on Purchaser's proposal and/or request for quote. Vendor will notify Purchaser in writing of any requested changes or additions to the Scope of Work, and Purchaser reserves the right to accept or reject any such changes or additions. As consideration for the purchase of the Products, Purchaser shall pay Vendor the purchase price identified on Vendor'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 accepted by the parties. Vendor will not proceed with any changes or additions to the Scope of Work without prior written approval of Purchaser.

3. Cancellation. Cancellation by Vendor is not allowed unless Purchaser expressly approves of such cancellation in writing. Without limiting any of Purchaser's other remedies, Vendor shall be responsible for securing for Purchaser an alternate source of supply of the Products and shall pay to

Purchaser the portion of the cost of such alternatively-sourced goods in excess of the price Purchaser would have paid Vendor but for Vendor's cancellation of the Agreement. In the event that Purchaser cancels the Agreement, Vendor shall be liable only for payment for all Products made and/or delivered up to the point of cancellation, plus all costs incurred for materials for Products not yet completed and/or delivered at the time of cancellation.

4. Payment of Purchase Price and Other Charges; Credit Terms. Credit terms extended to and accepted by Purchaser are not subject to change by Vendor. Unless other arrangements are already in place, the Purchase Price and other charges owing Vendor under the Agreement shall be payable within 30 days via electronic funds transfer from the date of Vendor's delivery of the Products.

5. Delivery, Performance and Shipping Expenses. The delivery of the Products will be scheduled by mutual agreement between the parties. **PURCHASER SHALL NOT BE LIABLE FOR DELAYS IN DELIVERY OR PERFORMANCE PROVIDED IT IS USING GOOD FAITH EFFORTS TO PERFORM ITS OBLIGATIONS. PURCHASER 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 and/or delay must be made by Vendor no less than 48 hours before the scheduled date of delivery. Vendor is responsible for all costs of shipping, unless otherwise agreed upon in writing. Supplemental shipping expenses are also to be paid by Vendor, and Vendor will be charged for all work-related expenses not contained in Purchaser's request for quote.

6. Risk of Loss. Risk of loss for transit-related damage to the Products shall remain with Vendor until the Products are delivered, inspected and accepted in total by Purchaser at Purchaser's facility.

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

8. Warranty and Disclaimers. **THE PRODUCTS ARE BEING SOLD TO PURCHASER WITH A LIMITED WARRANTY OF A COMMERCIALY REASONABLE DURATION, DETERMINED BY THE PARTIES ON A PRODUCT BY PRODUCT BASIS, BUT NOT LESS THAN ONE YEAR IN DURATION.**

9. Disclaimer of Consequential Damages. **NOTWITHSTANDING ANYTHING IN THIS AGREEMENT TO THE CONTRARY, VENDOR WILL ONLY BE LIABLE TO CUSTOMER FOR CLAIMS, LIABILITIES, LOSSES AND DAMAGES ARISING OUT OF USE OF THE PRODUCTS. VENDOR WILL NOT BE LIABLE TO PURCHASER ANY CONSEQUENTIAL, SPECIAL, PUNITIVE OR EXEMPLARY AND INCIDENTAL DAMAGES.**

10. Human Rights. Vendor shall comply with all applicable labor and human rights laws and regulations. Vendor shall not use any forced, bonded, indentured or involuntary labor, nor shall it use any prison labor or child labor. Vendor shall provide wages, benefits and working hours consistent with all applicable laws, and shall maintain a workplace free of unlawful discrimination, harassment and retaliation. Vendor shall be solely liable for any violation of the terms of this provision, and it shall indemnify and hold harmless Purchaser from and against all claims, damages and liabilities related to any violation by Vendor.

11. Environmental Compliance. Vendor shall comply with all applicable environmental laws, regulations and permit requirements. Vendor shall handle waste, emissions, wastewater and hazardous materials in a manner intended to prevent pollution and contamination and to minimize environmental impact. Vendor shall be solely liable for any violation of the terms of this provision, and it shall indemnify and hold harmless Purchaser from and against all claims, damages and liabilities related to any violation by Vendor.

12. Business Ethica. Vendor shall conduct its business in an ethical manner and shall comply with all applicable business regulations, including but not limited to all anti-bribery and anti-corruption laws. Vendor shall be solely liable for any violation of the terms of this provision, and it shall indemnify and hold harmless Purchaser from and against all claims, damages and liabilities related to any violation by Vendor.

13. Statute of Limitations. No claim or cause of action may be brought against Purchaser 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 Vendor and/or, in the case of services sold by Vendor, one (1) year following the date of the completion of performance by Vendor.

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

15. Governing Law, Exclusive Jurisdiction. The Agreement shall be governed by, construed, and enforced in 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 15. Prior to any litigation between them, the Parties shall engage in good-faith settlement discussions.

16. No Agency Relationship. Purchaser shall not be deemed to be agent, member, employee, partner, joint venturer or legal representative of Vendor by virtue of the Agreement between them nor these Terms and Conditions.

17. Indemnity and Vendor Liability. Vendor is responsible for complying with all federal, state and local laws, rules, regulations, standards and other governmental requirements applicable to the Vendor's manufacture, use, handling, storage and/or transport of the Products. Vendor agrees to indemnify, protect, defend and hold harmless Purchaser (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 Vendor's manufacture, use, handling, storage or transport of the Products and/or the negligence, intentional acts or omissions of Vendor.

18. Waiver of Warnings and Liabilities. Vendor 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 Vendor's use, handling, transport and/or storage of the Products. Vendor further covenants and agrees that it shall provide to Purchaser all warnings and instructions regarding the Products as the law may require.

19. Confidentiality. Vendor acknowledges that it may acquire information about Purchaser's operations, processes, strategies, plans, products, components, designs, research, developments, technology, inventions, trade secrets and know-how, including but not limited to information about Purchaser's marketing plans, suppliers, finances and/or

personnel data related to the actual or planned business affairs of Purchaser and its suppliers, including information that may be provided to Vendor in the course of Vendor's performance. All such information, unless otherwise generally available to others, shall be treated by Purchaser as confidential information. All information created by Purchaser shall belong to Purchaser unless otherwise provided for by mutual agreement of the Parties in writing. Vendor warrants and covenants that no part of the Scope of Work for which Purchase is hiring Vendor will violate any law nor infringe upon or violate any intellectual property rights or any other rights of any third party. Vendor agrees to indemnify, protect, defend and hold harmless Purchaser (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 Vendor of said intellectual property covenant, warrant or representation. Purchaser's technical, trade secret, proprietary and/or similar information shall be deemed confidential and shall not be disclosed by Vendor to any person or entity without Purchaser's prior written consent. No disclosure by Purchaser to Vendor of any confidential information shall be construed as granting to Vendor any right, title or interest in such information.

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

21. 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.

22. Force Majeure. Purchaser 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 Purchaser'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 Purchaser's exclusive and reasonable control. In the event of any of the foregoing, Purchaser's performance (i) shall be excused and/or (ii) the time for Purchaser's performance shall be extended to such time as may be reasonably necessary to enable Purchaser to profitably perform. Purchaser also may, in the event of such an event, allocate its available supply of Products among itself and other entities as Purchaser chooses, in its sole and absolute discretion, without penalty.

23. Incorporation. These Terms and Conditions shall be deemed to be incorporated into all documents between Purchaser and Vendor, 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. Purchaser may modify these Terms and Conditions at any time.

24. 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 covering the same subject matter. The Agreement, inclusive of these Terms and Conditions, may be modified only in writing, signed by an Officer of Purchaser and Officer of Vendor.