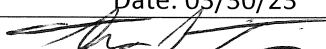


Sullivan Steel Services, A Division of General Sullivan Group, Inc ("Seller")
Terms and Conditions of Sale

Unless otherwise explicitly agreed upon in writing by authorized representatives of Purchaser and Seller, the following terms and conditions apply to all sales of product by Seller:

1. *Price*: Quoted price is valid for 10 days unless extended, in writing, by Seller.
2. *Material Availability*: May change between date of quotation, receipt of order and sales acknowledgement.
3. *Lead Time*: Quoted lead time may change at time of order or sales acknowledgement due to changes in material availability, changes in capacity, or other reasons.
4. *Quantity*: Shipped quantity may vary +/-10% from ordered quantity.
5. *Requotes*: Seller reserves the right to requote if there are any unanticipated changes in availability of materials or inventory or errors in calculations or pricing.
6. *Changes*: All prices are subject to change based on changes in mill pricing and scrap, alloy, and raw material surcharges.
7. *Payment Terms*: Net 30 days after invoice or Cash in Advance, all agreements must be in writing.
8. *Delivery*: Freight terms are FOB, Pennington, NJ/Incoterms EXW. Purchaser assumes all risk of loss or damage to the products from the time the products leave Seller's facility.
9. *Claims*: Any claims of mis-shipment or damaged products must be received within (10) business days of delivery.
10. *Force Majeure*: Seller shall be excused from performance of its obligations under any order, sales acknowledgement or contract for any delay directly or indirectly caused by, or in any manner arising from: fires, floods, accidents, riots, pandemics, acts of God, war, governmental embargos, strikes, labor difficulties, equipment breakdown, fuel shortage, utilities disruption, availability of materials and supplies, transportation disruption, or any other cause(s) beyond Seller's control.
11. *Warranty*: Seller warrants to Purchaser only that the products to be provided by Seller shall conform to the specifications set forth in writing in Seller's sales acknowledgement. SELLER MAKES NO OTHER WARRANTIES, EXPRESS OR IMPLIED, ORAL, OR WRITTEN, ARISING BY LAW, CONTRACT, STATUTE OR OTHER LEGAL THEORY OR OTHERWISE, INCLUDING THE IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE OR ANY WARRANTY EXPRESS OR IMPLIED AS TO QUALITY OR CORRESPONDENCE WITH ANY DESCRIPTION OR SAMPLE, ALL OF WHICH ARE SPECIFICALLY EXCLUDED TO THE FULLEST EXTENT PERMITTED BY LAW. NOTWITHSTANDING THE FORGOING HOWEVER, WHEN SELLER PROVIDES OR SELLS TO PURCHASER ANY PRODUCT WHICH IS IDENTIFIED AS "DEVELOPMENTAL", "SAMPLE" PILOT, TEST LOT, SCRAP, NON-SPECIFICATION", OR SIMILAR DESIGNATION, SUCH PRODUCTS SHALL BE PROVIDED OR SOLD TO PURCHASER "AS IS" "WHERE IS" AND "WITH ALL FAULTS" AND WITHOUT WARRANTY OF ANY KIND WHATSOEVER.
12. *Technical Assistance*: Unless otherwise expressed in Seller's sales acknowledgement, any technical assistance provided by Seller regarding products furnished to Purchaser shall be without charge. Any such assistance provided by Seller is without warranty express or implied and Seller assumes no obligation or liability for such assistance, or results occurring from such assistance. Purchaser bears sole responsibility for selection and specification of the products as appropriate for the end use.
13. *Manufacturing Standards*: Except when explicitly specified by Purchaser, and agreed to in writing by Seller, the products furnished shall be supplied or produced in accordance with Seller's standard practices. All products, including those produced to meet exact specifications, shall be subject to mill tolerances and variations, consistent with good mill practice in respect to dimension, weight, straightness, section, composition and mechanical properties, and to normal

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Authorized by: Thomas J. Trainer		Title: President

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Terms and Conditions of Sale

variations consistent with practical testing and inspection methods. Mill certifications as provided by the manufacturer, if any, will be supplied to Purchaser upon written request.

14. *Cancellations*: Purchaser agrees that an order shall not be cancelled except with written consent of Seller.
15. *Claims, Limitation of liability*. PURCHASER SHALL INSPECT ALL PRODUCTS PROMPTLY UPON RECEIPT. PURCHASER MUST NOTIFY SELLER IN WRITING OF ANY NONCONFORMITY WITHIN THIRTY (30) DAYS AFTER RECEIPT. PURCHASER’S FAILURE TO PROVIDE SUCH NOTICE WITHIN THIRTY (30) DAYS OR PURCHASER’S USE OF PRODUCT WILL CONSTITUTE PURCHASER’S ABSOLUTE ACCEPTANCE OF, AND WAIVER OF ALL CLAIMS WITH RESPECT TO, SUCH PRODUCTS. PURCHASER WILL BE SOLELY RESPONSIBLE FOR DETERMINING THE SAFETY AND FITNESS OF PRODUCTS FOR PURCHASER’S USE. PURCHASER ASSUMES ALL RISK AND LIABILITY RESULTING FROM ITS USE AND THE USE BY ITS CUSTOMER(S) OF PRODUCTS WHETHER USED SINGLY OR IN COMBINATION WITH OTHER MATERIALS. PURCHASER’S EXCLUSIVE REMEDY FOR ANY CLAIM FOR LOSSES OR DAMAGES OF ANY KIND OR NATURE RELATING TO OR ARISING OUT OF SELLER’S PRODUCTS, INCLUDING BUT NOT LIMITED TO LOSSES OR DAMAGES ARISING FROM BREACH OF WARRANTY, BREACH OF CONTRACT, NEGLIGENCE, OR OTHER TORT, STRICT LIABILITY, PATENT INFRINGEMENT OR ANY OTHER CAUSE OF ACTION, WILL BE REPAIR OR REPLACEMENT OR, IF REPAIR OR REPLACEMENT IS NOT AVAILABLE, DAMAGES, WHICH SHALL BE CAPPED AT AND SHALL NOT EXCEED THE LESSER OF (a) THE PURCHASE PRICE, OR (b) THE AMOUNT ACTUALLY PAID TO SELLER FOR THE PORTION OF PRODUCTS IN RESPECT OF WHICH SUCH CLAIM IS MADE AND PROVEN. IN NO EVENT SHALL SELLER BE LIABLE FOR ANY LOST PROFITS, OR ANY SPECIAL, CONSEQUENTIAL, CONTINGENT, INCIDENTAL, INDIRECT, PUNITIVE, OR EXEMPLARY DAMAGES OR COSTS OF ANY KIND. PURCHASER WAIVES ANY RIGHT TO EQUITABLE RELIEF, INCLUDING ANY INJUNCTIVE RELIEF, TO ENFORCE THE TERMS HEREOF. THE PARTIES ACKNOWLEDGE THAT THE LIMITATIONS OF LIABILITY IN THESE TERMS AND CONDITIONS OF SALE AND ALLOCATION OF RISK HEREIN ARE AN ESSENTIAL ELEMENT OF THE BARGAIN BETWEEN THE PARTIES, WITHOUT WHICH SELLER WOULD NOT HAVE AGREED TO SELL THE PRODUCTS. SELLER’S PRICING REFLECTS THIS ALLOCATION OF RISK AND LIMITATION OF LIABILITY SPECIFIED HEREIN.
16. *Returns/Restocking Fees*: Within thirty (30) days of receipt by Purchaser, Purchaser may request Seller to provide a return material authorization (“RMA”) for any products. Any such RMA may be provided or withheld in Seller’s sole discretion. All returned products will be subject to a 20% restocking fee and all freight costs shall be paid by Purchaser.
17. *Indemnification*. Purchaser shall indemnify, defend, and hold harmless Seller, its affiliates, and the shareholders, directors, officers, employees, agents, successors and assigns of all of them (collectively, the “Seller Indemnified Parties”) from and against any and all losses, liabilities, claims, injuries, damages, taxes, fines, penalties, costs or expenses (including attorneys’ fees and court costs) incurred or suffered by any of the Seller Indemnified Parties to the extent directly or indirectly arising out of, relating to or resulting from (a) Purchaser’s unloading, storing, handling, packaging, processing, fabrication, or use of the Products; or (b) any negligence, act, or omission of Purchaser, its employees, agents and anyone for whom Purchaser may be legally liable.

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