

SteelSummit Holdings, Inc.

Standard Sales Terms and Conditions

In consideration of the extension of credit by SteelSummit, the undersigned purchaser hereby agrees that the Terms and Conditions of all sales are as follows unless otherwise negotiated:

- 1 Payment terms of sale: 1/2% 10 Net 30 days from date of invoice. Invoices not paid within such time, are past due and are subject to a service charge of one point above prime.
- 2 Seller hereby notifies Buyer that Seller objects to any terms and conditions in Seller's confirmation, acknowledgment or purchase order which are additional to or different than our standard terms and conditions.
- 3 Except as herein provided, ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS, ARE EXCLUDED.
- 4 Purchaser agrees to timely examination of shipment and agrees to notify seller promptly of any errors in the shipment. SSH has a *General Claims Policy (genclmnpolicy.doc/Rev.# 002/ 10-14-15)* that the buyer agrees to adhere to in the event that nonconforming material is discovered. Seller shall be notified within five (5) business days of material usage. For import material, all claims must be submitted within 6 months of material arrival into the U.S.
- 5 Liability of Seller for goods found to be defective or not in accordance with agreed specifications or for any other claims by Buyer against Seller relating to the goods, shall be limited to replacement of the goods or repayment of the purchase price therefore, as the Seller shall elect. SELLER SHALL NOT BE LIABLE TO BUYER UNDER ANY CLAIM OR CIRCUMSTANCES (INCLUDING, BUT NOT LIMITED TO, ANY CIRCUMSTANCE INVOLVING A FINDING THAT A WARRANTY OR REMEDY UNDER THIS AGREEMENT HAS FAILED OF ITS ESSENTIAL PURPOSE), WHETHER THE CLAIM SOUNDS IN CONTRACT, TORT OR OTHER LEGAL THEORY, FOR INDIRECT, INCIDENTAL OR CONSEQUENTIAL DAMAGES, INCLUDING BUT NOT LIMITED TO, DAMAGES FOR LOST PROFITS OR REVENUE, LOST SALES, LOST GOODWILL OR LOSS OF USE OF A PRODUCT.
- 6 Seller shall not be responsible for delays in or failure of delivery resulting from force majeure issues such as labor disputes, fires, floods or other casualties, public disturbances, governmental regulations, transportation delays, material shortages, or other causes or conditions of similar nature or otherwise beyond the control of Seller, and Seller shall not be responsible for loss or damage of goods in transit.
- 7 This document supersedes all prior or contemporaneous understandings, statements or agreements between the parties on such subject matter. Each party acknowledges and agrees that no employee, officer, agent or representative of the other party has the authority to make any representations, statements or promises in addition to or in any way different than those contained in this document, and that is not entering into this contract or transaction in reliance upon any representation, statement or promise of the other party except as expressly stated in this document. No changes, amendments or clarifications of any of the terms and conditions of this document shall be valid or effective unless in writing and signed by an authorized representative of the party to be bound.
8. FUTURE TRADE RESTRICTIONS: If at any point (i) there shall be imposed any import, export or other restrictions on interstate or international trade or commerce or there shall be enacted or otherwise issued any law, regulation, or order regulating or purporting to regulate any import, export or other restrictions on interstate or international trade or commerce in any way (such restrictions, laws,

regulations and orders being hereinafter collectively referred to as "Trade Restrictions"), including, without limitation, any creation or increase (whether retaliatory or otherwise) of tariffs, import surcharges, antidumping or countervailing duties, fees, or any other form of charges whatsoever, or the imposition of any import or export quota or embargo, and (ii) Seller's ability to perform any of its obligations to Purchaser is adversely affected thereby, or any of Seller's underlying economic assumptions with respect to any transaction with Purchaser become inaccurate in any respect, Seller shall have the option either (a) to terminate its obligations to Purchaser in whole or in part by written notice to Purchaser, without incurring any liability to Purchaser thereby, or (b) to continue to perform all of its obligations hereunder in respect of deliveries of the goods or performance of the services, and in either case (except, if the contract between Seller and Purchaser is terminated in its entirety), Seller shall have the right to increase the price of the goods or services by an amount equal to the full amount of all such tariffs, surcharges, duties, fees, and other charges, and any other cost or expense, imposed on or incurred by Seller in connection with the sale of goods or the performance of services as a result of the imposition, enactment or issuance of any Trade Restriction.