

Mead Metals, Inc. Terms and Conditions of Sale

1. **Acceptance/Terms of Contract:** Mead Metals, Inc.'s ("Seller") quotation or offer to, acceptance or acknowledgment of any purchase order from, and sale of any products, materials, or goods to (collectively and individually, an "Order"), any customer ("Buyer") is expressly conditioned on, and subject to, the terms and conditions set forth herein as well as any other terms and conditions on the face of Seller's quotation (collectively, the "Terms"). The Terms shall constitute the complete agreement of Seller and Buyer related to any Order and may not be varied by the terms and conditions of any purchase order, sales confirmation, website, or other document of Buyer unless expressly agreed by Seller in a signed written document. If not previously accepted in writing, Buyer accepts the Terms by accepting delivery of any products, materials, or goods (the "Goods"). In the event of any claimed conflict between these Terms and other alleged terms and conditions contained in any other document, these Terms shall control and take precedence over any other alleged terms and conditions, with any conflict to be resolved in favor of these Terms.
2. **Taxes:** Prices do not include any federal, state, or local taxes, including without limitation manufacturing, sales excise, receipts, gross income, occupation, use or similar taxes. Wherever applicable, such taxes will be the responsibility of Buyer and may be added by Seller to an invoice as a separate charge to be paid by Buyer.
3. **Prices, Volumes and Payment:** Quotations are valid for 5 days and subject to availability of materials at the time of placing an Order. Quoted prices are subject to updates to account for changes in material pricing at or after the time of order and will be disclosed by Seller via acknowledgement. Although Seller will use reasonable efforts to provide Buyer with the quantity of material volume requested or ordered, there are no guarantees of order yield and Seller targets compliance with the following volume tolerances: (a) shipments 1000 lbs. or more - $\pm 10\%$; (b) shipments between 300-999 lbs. - $\pm 15\%$; (c) shipments between 100-299 lbs. - $\pm 20\%$; and (d) shipments less than 100 lbs. - $\pm 30\%$. If supply chain disruptions or any other economic or geopolitical factors increase the cost of materials, energy, and any other factors of production or delivery, Seller may, upon notice to Buyer, (1) impose surcharges reasonably related to changes in costs and market factors during the time between placement of an Order and delivery and (2) otherwise modify any fees or charges currently in place. As a condition of this sale, Buyer agrees that any such surcharges or modifications may be applied to Seller's invoice, and Buyer agrees to pay the same. In addition, and without limiting the foregoing, Seller may revise the price, payment, volume or shipping terms by written notice provided not less than 10 days prior to the effective date of such change. Failure of Buyer to provide written objection to such change within 5 days following receipt of such notice from Seller shall be considered acceptance of such change. Seller reserves the right to require upfront payment, in full or in part, in connection with accepting an Order or at any time prior to shipment of Goods, and Buyer acknowledges that upfront payment may be required by Seller to secure, order, or purchase applicable materials; otherwise, the payment due date and any other payment terms shall be set forth in the Order. Buyer shall pay all of Seller's costs (including without limitation court costs and reasonable attorney fees) incurred in collecting past due amounts (whether purchase price or other amounts owing pursuant to the Terms) regardless of whether litigation is commenced.
4. **Delivery, Shipping and Damaged Goods:** Except as otherwise expressly agreed upon in writing between the parties, delivery of Goods shall be FOB origin, and title and risk of loss shall pass to Buyer upon Seller's shipment of Goods. Seller will use commercially reasonable efforts to ship the Goods in accordance with the shipping dates appearing on the Order and will not be liable for any delays in delivery unless otherwise expressly stated in the Order. Seller will not be liable for damages incurred during transit on any freight carrier. All transportation and insurance charges relating to shipment shall be paid by Buyer, unless otherwise previously agreed upon between parties in writing in an Order. If material or Goods are received by Buyer with damages and it was shipped via Buyer's freight carrier account, Buyer must pursue all freight claims with the carrier who rendered service. If Buyer refuses to accept delivery of Goods, then Buyer shall be responsible for all transportation, insurance, and storage charges relating to the shipment. Buyer shall immediately inspect all Goods upon receipt of shipment, and if the Goods are damaged in any way then Buyer must (a) immediately notify Seller of such damage, (b) mark the delivery receipt as "REJECTED and DAMAGED" and note the nature of damage on the face of the delivery receipt, (c) have the note or record of damage signed by the carrier's representative, (d) take time-stamped photos or videos of the damaged Goods, (e) refuse acceptance of the damaged and REJECTED Goods, and (f) submit all such notes, records and photos to Seller and to the carrier in support of any freight claim. Buyer's failure to take such actions in the prior sentence will prejudice the filing of any shipping

claim and Buyer's failure to strictly comply with its obligations in the prior sentence will result in Buyer being liable and responsible for the price or value of the Goods notwithstanding that they may be damaged.

5. **Limited Warranty:** Seller warrants only that the Goods will be free from defects in workmanship under normal use and service (the "Warranty"), and if any breach of the Warranty is reported in writing to Supplier before the end of the Warranty Period then Supplier at its exclusive option will upon confirmation of the existence of a defect covered by the Warranty either (1) repair the defective Good at Supplier's factory, or (2) provide a replacement of the Good, or (3) refund Buyer the original selling price for such defective Good. The "Warranty Period" shall be 30 days from the date of shipment of the Goods. THE WARRANTY HEREIN IS IN LIEU OF ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, ANY IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE OR NON-INFRINGEMENT, AND ANY IMPLIED WARRANTIES ARISING FROM STATUTE, COURSE OF DEALING, COURSE OF PERFORMANCE OR USAGE OF TRADE, AND SELLER DISCLAIMS ALL OTHER WARRANTIES. This Warranty is given only to the customer who is the first non-consumer purchaser of the Goods and is not given to any subsequent owners or any other user of the Goods or any other person or entity. Claims for climatic conditions such as oxidation must be reported in writing within 24 hours following receipt. Rejected samples of the Goods must be provided for Seller's evaluation prior to any Warranty claim consideration. Seller will not accept liability for charges beyond Seller's invoiced price for the quantity of nonconforming Goods, even if Seller is advised or placed on notice of the possibility of such penalties or damages and notwithstanding the failure of any essential purpose of any Goods. Further processing or assembly of discrepant material shall constitute a waiver of any liability on Seller's part. This Warranty becomes void as to any Goods that have been repaired or altered outside of Seller's facilities in any way or have been damaged or changed because of accident, negligence, abuse, misuse, or nonuse. The remedies set forth in this Section 5 are Buyer's sole and exclusive remedies for any breach of Warranty set forth in Section 5.
6. **Liability Limitations:** Seller is not liable for plating, skiving, machining, leveling deficiencies, or imperfections that are performed by or resulting from the acts or omissions of third parties. Seller makes no warranties or representations, express or implied, as to the specifications, design, performance, quality, and durability of material used to manufacture or fabricate the Goods, and Buyer is responsible for any damages or liability arising from or related to the designs and specifications it provides to Seller. The total liability of the Seller under any Order in the aggregate for any claims, losses, damages, or costs arising under or relating to the performance under such Order, or the breach thereof, shall not exceed the price of the affected Goods. In no event shall Seller be responsible for any lost profits, loss of the use of capital, loss of goodwill or reputation, or any other form of incidental, indirect, punitive, special, exemplary, or consequential damages arising out of or relating to the performance under an Order, or the breach thereof. The provisions of this paragraph shall not apply to claims resulting from Seller's willful misconduct or fraud.
7. **Buyer Material:** Seller shall not under any circumstance be considered an insurer of Buyer's material and shall not be liable for any occurrences beyond Seller's control while such material is in Seller's possession.
8. **Changes and Cancellations:** Buyer may provide Seller with notice of any desired changes to the Goods following the placement of an Order, and Seller will use reasonable efforts to accommodate such change on a case-by-case basis, subject to any applicable price increase, provided that such change is requested by Buyer prior to the commencement of production of the Goods. An Order may not be canceled in whole or in part by Buyer without Seller's written consent. Such consent shall not be given unless Buyer pays Seller all workmanship and restocking charges, as well as all of Seller's direct and indirect costs and expenses associated with or arising from such cancellation, including, without limitation, any labor or expense overhead and all commitments and payments to Seller's suppliers and subcontractors, all as reasonably determined by Seller.
9. **Governing Law:** The Terms and any Order are governed by and must be construed according to the laws of the State of Minnesota without reference to its conflict of laws or the laws of any other jurisdiction. The parties agree to exclude the application of the United Nations Convention on Contracts for the International Sale of Goods. Before either party commences any litigation or formal dispute resolution process, a party must notify the other party in writing of any dispute or disagreement, the parties must escalate any dispute or disagreement to a designated senior executive with authority to resolve a dispute, and such executives shall work in good faith to resolve any dispute or disagreement for at least 30 days following the date the notifying party delivers written notice to the other party.

10. **Force Majeure.** Seller shall not be subject to any liability or damages for delay in performance or non-performance as a result of fire, flood, ice, natural catastrophe, strike, lockout, labor shortage, labor dispute or trouble, accident, riot, act of governmental authority, act of God, act of terrorism, supply chain disruption, failure to procure materials, or other contingencies and circumstances beyond its reasonable control interfering with the production, supply, transportation, or consumption of the Goods or with the supply of any materials used in connection therewith, or the inability of the Seller to purchase materials at a commercially reasonable price, or if performance would be contrary to, or constitute a violation of, any regulation, law, or requirement of a recognized government authority, and quantities so affected may be eliminated by Seller from the applicable Order without liability or damages to Seller. Seller may, during any period of shortage due to any cause, prorate and allocate its supply of such materials among itself for its own consumption, its subsidiaries, affiliated companies, its accepted orders, contract customers, and its regular customers not then under contract in such a manner as may be deemed fair and reasonable by Seller. In no event shall Seller be obligated to purchase any substitute Goods in the marketplace to satisfy its obligations hereunder. Buyer's failure to pay for the Goods shall not constitute a force majeure event hereunder.
11. **Compliance.** Buyer agrees to comply with applicable laws, statutes, ordinances, orders, and rules, including but not limited to, the provisions of the Export Administration Regulations of the United States Department of Commerce and the International Traffic in Arms Regulations of the United States Department of State, as they currently exist and as they may be amended from time to time. Buyer shall comply with any warnings, notices or safety and health information or directives concerning the Goods provided by Seller. Buyer may request from Seller safety data sheets regarding the Goods.
12. **Confidentiality.** From time to time, each party ("Disclosing Party") may disclose or make available to the other party ("Receiving Party") information about its business affairs, operations, products or services, confidential intellectual property, trade secrets, suppliers, customers, employees, third-party confidential information and other sensitive or proprietary information, whether orally or in written, electronic or other form or media, and whether or not marked, designated or otherwise identified as "confidential" (collectively, "Confidential Information"). Confidential Information shall not include information that, at the time of disclosure and as established by documentary evidence: (a) is or becomes generally available to and known by the public other than as a result of, directly or indirectly, any breach of this clause by Receiving Party or any of its representatives; (b) is or becomes available to Receiving Party on a non-confidential basis from a third-party source, provided that such third party is not and was not prohibited from disclosing such Confidential Information; (c) was known by or in the possession of Receiving Party or its representatives before being disclosed by or on behalf of Disclosing Party; (d) was or is independently developed by Receiving Party without reference to or use, in whole or in part, of any of the Confidential Information; or (e) is required to be disclosed under applicable federal, state or local law, regulation or a valid order issued by a court or governmental agency of competent jurisdiction. Receiving Party shall: (i) protect and safeguard the confidentiality of the Confidential Information with at least the same degree of care as Receiving Party would protect its own Confidential Information but in no event with less than a commercially reasonable degree of care; (ii) not use the Confidential Information, or permit it to be accessed or used, for any purpose other than to exercise its rights or perform its obligations under these Terms or an Order; and (iii) not disclose any such Confidential Information to any person or entity, except to Receiving Party's representatives who need to know the Confidential Information to assist Receiving Party, or act on its behalf, to exercise its rights or perform its obligations under these Terms or an Order. Receiving Party shall be responsible for any breach of this Section 12 caused by any of its representatives. At any time, at Disclosing Party's written request, Receiving Party shall promptly return or destroy, and shall require its representatives to return to Disclosing Party or otherwise destroy, all copies, whether in written, electronic, or other form or media, of the Confidential Information. In addition to all other remedies available at law, Disclosing Party may seek equitable relief (including injunctive relief) against Receiving Party and its representatives to prevent the breach or threatened breach of this Section 12 and to secure its enforcement.
13. **Entire Agreement / Miscellaneous.** These Terms, together with the quantity, price, and delivery schedule for the Goods as set forth in an Order, and the written specifications for the Goods expressly agreed to in writing by Seller's authorized representative, if any, constitute the complete and final agreement and understanding between Seller and Buyer relating to the Goods and any applicable Order and supersede all prior oral or written communications, agreements, understandings, representations, statements, and assurances between the parties. No oral or written statement, representation, covenant, or warranty not contained herein shall be binding on Seller and no provisions of the Terms may be modified, amended, changed, or waived in any respect except in writing by an authorized representative of Seller. Buyer represents and acknowledges that Buyer is not relying upon any oral or written statement, warranty, or representation of Seller, its employees, agents and/or

representatives not fully set forth herein. No Order or any interest created herein or under an Order shall be transferred or assigned by Buyer, except upon the prior written consent of Seller. In the event of illegality or invalidity of a provision of the Terms or Order, the parties shall deem that provision stricken in its entirety, and the balance of the Terms and Order shall remain in full force and effect.