

Mead Metals Purchase Order
Terms and Conditions – Dated: August 2022

1. DEFINITIONS: As used in these Terms and Conditions, "Order" means the attached or referenced Purchase Order and all of its referenced attachments and exhibits; "Materials" means any and all tangible and intangible materials, equipment, software, hardware and items, and any and all services or work, provided in this Order; "Mead Metals, Inc. " or "MEAD" is the buyer in this transaction as identified on the face of this Order; and "Vendor" means the person or entity to which this Order is issued.

2. CONTRACT: This Order constitutes the entire contract between Vendor and MEAD with reference to the Materials. None of these Terms and Conditions may be modified, superseded or otherwise altered (including by reference to or incorporation of terms and conditions in a website or other link) except by a written instrument signed by an authorized representative of both parties. In the event of any inconsistency between the terms of this Order and the terms and conditions of a separate written agreement between Vendor and MEAD concerning the Materials, that separate agreement will be controlling.

3.PRICE AND TAXES; INVOICING: Unless otherwise specified herein, the Vendor must deliver the full quantity of goods and Materials, or complete the services or Materials to the satisfaction of an authorized representative of MEAD, before any payment will become due. Vendor will separately list all applicable federal excise, state and/or local taxes, if any, on the invoice. The Order is not valid unless prices for all Materials are specified therein. Payment terms shall be set forth in the Order, however, in no event shall MEAD be obligated to pay sooner than 30 days after receipt of an accurate, correct and sufficiently detailed invoice, MEAD may withhold payment if it disputes in good faith an invoice. Vendor shall invoice MEAD no later than 180 days after delivery of the Materials, and MEAD will have no obligation to make payment against any invoices submitted after such period.

4. SHIPMENT: The risk of loss or damage to Materials in transit rests with the Vendor, unless otherwise stated in an Order. Each shipment of Materials will be accompanied by a shipping notice or packing slip describing the contents of each package showing, as applicable, weight, quantity and order number. Unless otherwise stated in an Order, all prices quoted in the Order will include the cost of insurance and shipping, and no additional charges of any kind will be allowed, unless agreed to otherwise as set out in a separate written instrument. MEAD may reject Materials if Vendor substitutes Materials or ships more than the quantity of materials ordered without express written authority from MEAD. The method of shipment and routing will conform to MEAD's instructions or any extra costs will be borne by Vendor. If not otherwise specified by MEAD, Vendor will ship all Materials via the most economical prevailing means and rate, consistent with safe and timely delivery, Delivery hereunder will not be deemed complete until the Materials have been actually received by MEAD at the location designated in the Order.

5.DELAY OR NONDELIVERY: Time is of the essence for this Order. If, prior to shipment, Vendor finds that it cannot ship the Materials within the time specified, Vendor will notify MEAD immediately and by the fastest means possible of Vendor's earliest shipping date (the "Revised Shipping Date"), MEAD will then have the option, on ten (10) days' notice to Vendor, to cancel all or any part of the Order, and/or accept Vendor's Revised Shipping Date, without prejudice to any other rights MEAD may have.

6. ACCEPTANCE/REJECTION: All Materials are at all times subject to MEAD's inspection before acceptance by MEAD. However, neither MEAD's receipt of delivery, payment, acceptance of Materials, inspection, nor failure to inspect, will relieve Vendor of any obligations, representations or warranties hereunder. If the Materials fail to conform to MEAD's specifications or are otherwise defective, Vendor will promptly replace them at Vendor's sole expense. All non-conforming services, including substitutions not approved in writing by MEAD, will be considered defective. Vendor will promptly correct such defective services at its sole expense. Vendor will comply with and afford MEAD all applicable Uniform Commercial Code warranties contained in the laws of the jurisdiction to which the Materials are (or are to be) delivered or in which the services are (or are to be) performed, and Vendor hereby acknowledges that MEAD does not waive any of such warranties. MEAD will hold defective or non-conforming Materials for Vendor's instruction at Vendor's risk and if Vendor so directs, will be returned, at Vendor's expense. If MEAD's inspection reveals that the Materials (or any part thereof) are defective or non-conforming, MEAD will have the right to cancel the Order as to such Materials and any unshipped portion of the Order. MEAD shall own all Materials upon shipment or creation.

7.CONFIDENTIALITY: Vendor acknowledges that it is, may be or will be privy to Confidential Information (as defined below). Vendor agrees it will use the Confidential Information only in furtherance of its work under this Order and shall

not transfer or otherwise disclose the Confidential Information to any third party except as provided for herein. Vendor shall: (i) give access to such Confidential Information solely to those of its employees with a need to have access thereto in furtherance of or in connection with this agreement or as required by applicable law; and (ii) take the same security precautions to protect against disclosure or unauthorized use of such Confidential Information that Vendor takes with its own confidential information but, in no event, shall Vendor apply less than a reasonable standard of care to prevent such disclosure or unauthorized use, As used herein, "Confidential Information" means any and all information relating to MEAD, and any of its respective affiliates that may be received by or be provided to Vendor from time to time, including, without limitation, equipment and business specifications, business records or data, trade secrets, and confidential planning or policy matters, business strategies, internal policies, and procedures, matters subject to attorney-client privilege, and any financial or accounting information, the existence of this or any other agreements or communications between Vendor and MEAD, and the terms of any such agreement, and all data, reports, interpretations, forecasts and records containing or otherwise reflecting information concerning any such person or entity, together with analysis, compilations, studies or other documents, whether prepared by Vendor or MEAD, which contain or otherwise reflect such information. Vendor shall not use the MEAD's name, or the names of its respective subsidiaries or affiliates, in any sales or marketing publication or advertisement, without the prior written consent of MEAD.

8. TERMINATION FOR CONVENIENCE: MEAD reserves the right to terminate any purchase order or any part thereof for its sole convenience. In the event of such termination, Vendor shall immediately stop all work hereunder and shall immediately cause any of its suppliers or subcontractors to cease such work. Vendor shall be paid a reasonable termination charge consisting of a percentage of the purchase order price reflecting the percentage of the work performed prior to the notice of termination, plus actual direct costs resulting from termination. Vendor shall not be paid for any work done after receipt of the notice of termination, or for any costs incurred by Vendor's suppliers or subcontractors which Vendor reasonably could have avoided.

9. PREMISES: Vendor must comply with all reasonable regulations and policies communicated by MEAD to Vendor concerning Vendor's conduct on MEAD's premises.

10. CEASED OPERATIONS: If Vendor decides or is forced to cease operations, which effect Vendor's obligations and responsibilities under this Order, then Vendor must notify MEAD immediately of such discontinuance of its operations, as well as issue MEAD a full refund of any monies paid to Vendor prior to the discontinuance of its operations.

11. WARRANTIES: Vendor expressly warrants that (i) the Materials supplied hereunder are of good quality, free from any faults and defects in material, workmanship and title, non-infringing of third party intellectual property or other rights, in exact conformance with this Order and were manufactured and are being sold, priced, and distributed in compliance with all applicable laws, orders, rules, ordinances, codes and regulations; and (ii) that any services provided hereunder are performed in a professional manner by qualified personnel.

12. DEFAULT, BANKRUPTCY: If Vendor or its agents, employees or contractors breaches any provision hereof, or if any proceeding in bankruptcy is implemented by or against Vendor or Vendor suffers an assignment for the benefit of creditors or the appointment of a receiver, MEAD will have the right, without limiting any other rights or remedies which it may have hereunder, to terminate this Order immediately on written notice to Vendor without any penalty or fee.

13. INDEMNITY: Vendor will indemnify, defend and hold harmless MEAD and its affiliate companies, and their respective officers, directors, employees, agents, successors, clients and assigns, from all claims, damages, liabilities, losses, government procedures and costs, including reasonable attorneys' fees arising out of: (a) Vendor's failure to comply with applicable laws and regulations; (b) Vendor's breach of any representation, warranty or other obligation hereunder; or (c) any claim or suit for alleged infringement of any copyright, trademark, patent, trade secret or other intellectual property resulting from or arising in connection with the manufacture, sale, delivery, performance, normal use or other normal disposition of any Material furnished hereunder, or the performance of any work hereunder, and will pay all costs and expenses incidental thereto. MEAD will have the right to participate in the defense of any such claim or suit without relieving Vendor of any obligations hereunder.

14. MISCELLANEOUS: Neither this Order nor any claim against MEAD arising directly or indirectly out of, or in connection with, this Order is assignable by Vendor, by operation of law or otherwise, nor can Vendor subcontract any obligations hereunder without the prior written consent of MEAD. MEAD and Vendor are independent contractors and nothing in this Order will be construed as establishing an employer/employee or other agency relationship, partnership or joint venture between them. All notices required under this Order will be in writing to the addresses shown on the face of this Order. Notices hereunder will be deemed given when delivered personally to an authorized representative,

when verified as received by e-mail, or one day after deposit for overnight delivery upon written verification of receipt. This contract will be construed and interpreted under the laws of the jurisdiction to which the Materials are (or are to be) delivered or in which the services are (or are to be) performed, without giving effect to its principles of conflict of law. In case one or more of the provisions contained in this contract is deemed invalid, illegal or unenforceable, the validity, legality and enforceability of the remaining provisions contained herein will not be affected or impaired thereby. Neither party may disclose the existence of this relationship, nor use each other's name, logo, trademarks, trade names or symbols without the other party's prior written consent. Vendor, upon request, will supply to MEAD a statement of origin for all Materials and with applicable customs documentation. Vendor shall retain, and produce upon request by MEAD, complete and accurate records regarding the Materials and the delivery and performance thereof.