

## **SUMMIT STEEL CORPORATION TERMS AND CONDITIONS OF SALE**

THE APPLICABLE PURCHASE AGREEMENT, INVOICE, CREDIT APPLICATION, PURCHASE ORDER, AGREEMENT, AND/OR ANY DOCUMENT(S) ANCILLARY TO THE FOREGOING (COLLECTIVELY, THE “AGREEMENT”), BY AND BETWEEN THE ENTITY OR PERSON NAMED AS THE “CUSTOMER,” “PURCHASER,” OR “BUYER” (THE “BUYER”) IN THE AGREEMENT AND SUMMIT STEEL CORPORATION, AN OHIO CORPORATION, TOGETHER WITH ITS AFFILIATED ENTITIES (COLLECTIVELY, “SUMMIT STEEL” OR “COMPANY”), (WHICH AGREEMENT IS INCORPORATED INTO AND MADE A PART OF THESE TERMS AND CONDITIONS) IS SUBJECT TO THE FOLLOWING TERMS AND CONDITIONS OF SALE (“TERMS AND CONDITIONS”). THESE TERMS AND CONDITIONS TAKE ABSOLUTE PRECEDENCE AND PREVALENCE OVER ANY TERMS AND CONDITIONS OF THE BUYER. EXECUTION AND/OR ACCEPTANCE, AS THE CASE MAY BE, OF THE AGREEMENT BY BUYER AND/OR ANY ACCEPTANCE BY BUYER OF SERVICES AND/OR GOODS SHALL CONSTITUTE ASSENT BY THE BUYER TO THESE TERMS AND CONDITIONS. BUYER ACKNOWLEDGES THAT BUYER HAS READ AND UNDERSTANDS THESE TERMS AND CONDITIONS AND AGREES TO BE BOUND BY THESE TERMS AND CONDITIONS. IN THE EVENT OF ANY INCONSISTENCIES BETWEEN THE AGREEMENT (OR ANY DOCUMENT ANCILLARY TO THE AGREEMENT) AND THESE TERMS AND CONDITIONS, THESE TERMS AND CONDITIONS SHALL CONTROL. SUMMIT STEEL AND BUYER EXPRESSLY AGREE THAT SUMMIT STEEL MAY MODIFY THESE TERMS AND CONDITIONS FROM TIME TO TIME, AND SUCH MODIFICATIONS SHALL BE BINDING UPON THE BUYER AS OF THE DATE OF SUCH MODIFICATIONS.

1. Definitions. Capitalized terms not otherwise defined in these Terms and Conditions shall have the meanings ascribed to them in the Agreement.

- a. Affiliate: Affiliate means, with respect to either Summit Steel or Buyer, any other entity which controls, is controlled by, or is under common control with Summit Steel or Buyer, as the case may be. The term “control” means the power, directly or indirectly, to direct or cause the direction of Summit Steel’s or Buyer’s management and/or policies, whether through the ownership of voting securities, by contract, or otherwise.
- b. Buyer: The person, firm, corporation or other entity named as Buyer, Purchaser, and/or Buyer in the Agreement, together, jointly and severally, with its Affiliates.
- c. Goods: Products and/or Goods, as set forth in the Agreement, offered, sold and provided to Buyer by Summit Steel.
- d. Services: Services, as set forth in the Agreement, offered and provided to Buyer by Summit Steel.
- e. Summit Steel: Summit Steel Corporation, an Ohio corporation, together with its Affiliates.

2. Order; Pricing. Buyer may order Services and/or Goods pursuant to these Terms and Conditions and/or the Agreement by delivering to Summit Steel a written purchase order specifying the specific Services and/or Goods being ordered, the quantity, delivery date and delivery address. For such orders, the Buyer and Summit Steel may use email confirmation, separate purchase orders or other applicable documentation that may be negotiated between the Buyer and Summit Steel, however, all such transactions shall be governed by these Terms and Conditions. All purchase orders are subject to acceptance by Summit Steel’s authorized representative, and the order shall be effective only when accepted by Summit Steel in writing (which may be communicated by email). No order can be validly accepted orally. Summit Steel shall provide Buyer with the Services and/or Goods for the prices set forth in the Agreement. Any prices quoted to Buyer shall only be valid for thirty (30) days from the date of such quote and only to the extent such quote is written. Summit Steel reserves the right to revise any such quotation. Prices estimated are based on inputs provided from the Buyer and are not limited to weight, material(s) selected, packaging specifications, validation requirements, production

quantities, quality requirements, production environment, or value-added services. Pricing and other items may be adjusted at any time for any reason, including, without limitation, part weight changes, raw material price fluctuations, changes in ordering volumes, quality requirements, energy prices, labor rates, facility costs, exchange rates, or any other factors. In the event Summit Steel materially increases pricing in its sole discretion solely as a result of Summit Steel's act or omission and for no other reason whatsoever, including, without limitation, the act or omission of the Buyer, Summit Steel shall provide Buyer with thirty (30) days' prior written notice, within which time Buyer shall have the option to terminate the Agreement after the completion of any order in process and payment in full of any and all amounts owed by Buyer hereunder.

3. Payment/Security Interest. All payments shall be in legal tender of the United States of America. In the event Buyer fails to make payment in full within the time period set forth on the Agreement, or within the time period expressly agreed upon in writing by the parties, such failure to pay on time constitutes a material breach of contract by Buyer and permits Summit Steel to suspend further delivery under any contract between Buyer and Summit Steel. If Summit Steel has to take any legal action(s) to collect any amount due hereunder, Buyer shall pay all court costs, legal expenses and reasonable attorneys' fees incurred by Summit Steel in bringing and/or prosecuting such action(s). Summit Steel shall have a purchase money security interest in all goods sold to Buyer in order to secure payment of all amounts due to Summit Steel from Buyer and Summit Steel shall have the right to file UCC financing statements in order to perfect such security interest and to exercise all rights of a secured party under the Uniform Commercial Code, as adopted in the State of Ohio, upon the failure by Buyer to pay when due all sums owing to Summit Steel. Buyer shall have no right, unless specifically authorized in writing by Summit Steel, to assert any right of offset or setoff or credit toward the payment of any monies that may become due Buyer under any Agreement any amounts which may now or hereafter be owed to Summit Steel.

4. Taxes, Duties and Tariffs. All prices are quoted exclusive of taxes, duties and tariffs. All taxes, duties and tariffs applicable to any Agreement referenced herein, including, but not limited to, Ohio or other applicable sales or use taxes, duties and tariffs are additional and to the extent legally permissible shall be paid by Buyer.

5. Shipping. All prices quoted are F.O.B. Summit Steel's facility referenced in the Agreement. All freight and shipping costs shall be the responsibility of Buyer. Risk of loss or damage in transit shall be borne by Buyer; in the event Summit Steel transports Goods to Buyer's facilities using private carriers, loss and damage claims shall be made directly with carrier.

6. Finance Charge and Storage Fees. A finance charge of the lesser of 1 and 1/2% per month, 18% Annual Percentage Rate, or the highest rate permitted by law, shall be charged on all amounts unpaid 30 days after the date of any invoice. In the event Buyer fails or refuses, for whatever reason, to accept delivery of Goods which it has purchased from Summit Steel and which Summit Steel has indicated it is prepared to deliver, Summit Steel shall have the right to assess storage, handling and similar fees and expenses incurred by Summit Steel as a result of Buyer's refusal or inability to accept delivery of the Goods.

7. Cancellation. Any order pursuant to an Agreement cannot be cancelled, terminated or modified by Buyer, in whole or in part, after Summit Steel's acceptance of the order, as set forth herein above, nor shall Summit Steel's release or shipment of Goods or provision of Services be delayed by Buyer except with Summit Steel's written consent, and then only upon terms and conditions then to be agreed upon which shall include protection of Summit Steel against all losses and expenses caused by such delay.

8. Force Majeure. Summit Steel shall not be liable for any delay or failure to perform in whole or in part caused by fires, floods, strikes, work stoppages, accidents, casualties, pandemics, inability to procure materials, delays in transportation, shortage of cars or trucks, or any other causes beyond Summit Steel's control.

9. Inspection and Claims. Buyer shall inspect all Goods within twenty (24) hours after delivery of such Goods. All claims of any nature shall be barred unless notice thereof is given to Summit Steel at its address

set forth in the Agreement, in writing by certified or registered mail, postmarked within ten (10) days after Buyer's receipt of the Goods, and the Goods relating to such claims are held intact and properly protected, unless instructed otherwise by Summit Steel, pending inspection by Summit Steel's authorized inspector. Defective Goods may be returned to Summit Steel only after inspection by Summit Steel and upon receipt of written shipping instructions from Summit Steel. FAILURE TO NOTIFY SUMMIT STEEL OF ANY NONCONFORMING GOODS WITHIN TEN (10) DAYS OF BUYER'S RECEIPT OF SUCH GOODS SHALL CONSTITUTE ACCEPTANCE OF SUCH GOODS AND WAIVER OF ALL CLAIMS WITH RESPECT TO ANY NONCONFORMANCE.

10. Transportation and Risk of Loss. Upon the earlier of delivery to a common carrier or to Buyer or Buyer's agents or representatives of any Goods, risk of loss or damage to such materials or goods shall pass to Buyer, and Summit Steel shall have no further liability therefor.

11. Buyer's Insolvency. Summit Steel shall have the unrestricted right to cancel, withhold or delay its performance or delivery of any Goods or Services upon the happening of any of the following or any other comparable events, in which case Summit Steel shall have no liability for any losses or damages claimed by Buyer: (i) Buyer's insolvency; (ii) commencement of proceedings by, for or against Buyer under any law relating to bankruptcy or the relief of debtors; (iii) the appointment of a receiver or trustee for Buyer; (iv) the execution by Buyer of any assignment for the benefit of the creditors; or (v) the determination by Summit Steel, in its sole judgment, that Buyer's financial condition is such as to endanger Buyer's performance of its payment or other obligations to Summit Steel.

12. Limited Warranty. Summit Steel warrants that Goods shall materially comply with the written specifications set forth in the Agreement for a period of **one (1) year** from the date such Goods are delivered to Buyer. All Goods, including those produced to meet a specification, dimension, weight or straightness are subject to the producer's mill tolerances and normal variations in surface and internal conditions relating to dimension, weight, straightness, section composition, mechanical or physical properties, and quality; to deviations from tolerance and variations consistent with practical testing and inspection methods; and to regular steel industry mill practices on over- and under-shipments. THE AFORESAID IS THE ONLY WARRANTY GIVEN BY SUMMIT STEEL. NO OTHER WARRANTY, EXPRESS OR IMPLIED, INCLUDING ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR ANY PARTICULAR PURPOSE IS MADE FOR ANY ITEMS SOLD, AND ALL OTHER WARRANTIES ARE HEREBY EXPRESSLY DISCLAIMED. NO AFFIRMATION OF SUMMIT STEEL, BY WORDS OR ACTION, OTHER THAN AS SET FORTH IN THIS PARAGRAPH OR ANY WRITTEN WARRANTY OR CERTIFICATION FURNISHED BY SUMMIT STEEL, SHALL CONSTITUTE A WARRANTY HEREUNDER.

13. Limitation of Remedy. BUYER'S EXCLUSIVE REMEDIES WITH RESPECT TO ANY GOODS THAT ARE FOUND TO BE DEFECTIVE OR OTHERWISE NOT IN CONFORMITY WITH ANY WARRANTY SET FORTH HEREIN SHALL BE LIMITED TO, AT SUMMIT STEEL'S SOLE OPTION: (A) REPLACEMENT OF ANY DEFECTIVE OR NONCONFORMING GOODS; (B) A CREDIT TO BUYER'S ACCOUNT FOR SO MUCH OF THE PURCHASE PRICE AS RELATES TO ANY DEFECTIVE OR NONCONFORMING GOODS; OR (C) A REFUND TO BUYER OF THE PURCHASE PRICE FOR ANY DEFECTIVE OR NONCONFORMING GOODS. BUYER SHALL RETURN THE ALLEGEDLY DEFECTIVE OR NONCONFORMING GOODS PRIOR TO SUMMIT STEEL'S ELECTION OF REMEDY.

14. Limitation of Liability. SUMMIT STEEL AND ITS AFFILIATES, SUBSIDIARIES, SHAREHOLDERS, DIRECTORS, INVESTORS, EMPLOYEES, AGENTS, SUPPLIERS, AND CONTRACTORS (COLLECTIVELY, THE "SELLER PARTIES") SHALL NOT BE LIABLE TO BUYER OR ANY OTHER PERSON/ENTITY, DIRECTLY OR INDIRECTLY, FOR ANY CLAIMS, DEMANDS, SUITS, COSTS, EXPENSES (INCLUDING ATTORNEYS' FEES), LOSSES, JUDGMENTS, DAMAGES, LIABILITIES OR OBLIGATIONS, OF ANY KIND OR NATURE, INCLUDING, WITHOUT LIMITATION, LOSS OF DATA OR LOSS CAUSED BY A COMPUTER OR ELECTRONIC VIRUS, ARISING IN ANY MANNER FROM OR IN CONNECTION WITH THE SERVICES AND/OR THE GOODS, EVEN IF THE

SELLER PARTIES HAVE BEEN PROVIDED NOTICE OF THE POSSIBILITY OF SUCH LOSSES/DAMAGES. THE SELLER PARTIES SHALL NOT BE LIABLE FOR AND DISCLAIM ANY AND ALL LOST PROFITS AND ANY INDIRECT, INCIDENTAL, CONSEQUENTIAL, SPECIAL OR EXEMPLARY DAMAGES, WHETHER ARISING OUT OF THE SERVICES, THE GOODS, OR THE PERFORMANCE BY THE SELLER PARTIES HEREUNDER OR ANY AGREEMENT OR DOCUMENT ANCILLARY HERETO. IN THE EVENT OF TERMINATION FOR ANY REASON, THE SELLER PARTIES SHALL NOT BE LIABLE TO BUYER FOR COMPENSATION, INDEMNIFICATION, REIMBURSEMENT OR DAMAGES ON ACCOUNT OF ANY LOSS OF PROSPECTIVE PROFITS OR ANTICIPATED SALES OR ON ACCOUNT OF EXPENDITURES, INVESTMENTS, LEASES OR COMMITMENTS MADE IN CONNECTION WITH THE TRANSACTIONS CONTEMPLATED HEREIN OR THE ANTICIPATION OF EXTENDED PERFORMANCE HEREUNDER. NOTWITHSTANDING THE FOREGOING, BUYER'S EXCLUSIVE REMEDY AGAINST THE SELLER PARTIES, AND THE SELLER PARTIES' SOLE OBLIGATION, FOR ANY AND ALL CLAIMS, WHETHER FOR BREACH OF CONTRACT, WARRANTY, TORT (INCLUDING NEGLIGENCE), OR OTHERWISE, SHALL BE LIMITED TO EITHER REPAIR OR REPLACEMENT OF THE NONCONFORMING GOODS OR REFUNDING THE AMOUNTS PAID BY BUYER TO THE SELLER PARTIES DIRECTLY ATTRIBUTABLE TO NON-CONFORMING GOODS OR SERVICES. IN NO EVENT SHALL THE SELLER PARTIES HAVE ANY LIABILITY FOR DELAYS IN SHIPMENTS, SPECIAL, INCIDENTAL OR CONSEQUENTIAL DAMAGES, REGARDLESS OF WHETHER SUCH CLAIM IS BROUGHT IN TORT, BREACH OF CONTRACT, BREACH OF WARRANTY OR OTHER THEORY OF LAW OR EQUITY.

15. Complete Agreement. These Terms and Conditions and the Agreement constitute the entire agreement between the parties hereto with respect to the subject matter hereof and any negotiations, representations, affirmations of fact, courses of prior dealings, promises or conditions not expressly incorporated herein or therein shall not be binding upon Summit Steel. No waiver, alteration or modification of any of the provisions of the Agreement shall be binding unless in writing and signed by an authorized representative of Summit Steel.

16. Choice of Forum. Any dispute arising hereunder or relating to any Goods or Services shall be brought only in a court of general jurisdiction located in Cuyahoga County, Ohio. Buyer irrevocably consents to the jurisdiction and venue of such courts.

17. Limitation of Action. In no event may any claim by Buyer relating to any Goods or Services be brought more than one (1) year after the earlier of the date of delivery of such Goods or Services or the date such claim arose.

18. Nonwaiver. No waiver or failure to enforce compliance with these Terms and Conditions and/or the Agreement by Summit Steel shall constitute a waiver of Summit Steel's right to insist upon strict compliance with these Terms and Conditions and/or the Agreement thereafter.

19. Controlling Law. These Terms and Conditions and/or the Agreement shall be deemed made in the State of Ohio. These Terms and Conditions and/or the Agreement and any dispute arising therefrom shall be governed by the laws of the State of Ohio without regard to choice or conflicts of law principles.

20. Headings. The headings used are solely for the convenience of the parties and shall have no force or effect upon the interpretation of any provision hereof.

21. Confidentiality. All information and documentation provided by Summit Steel to Buyer, or from Buyer to Summit Steel, is strictly confidential and may not be disclosed, reproduced or disseminated by the recipient to any third party without in each case obtaining the prior written consent of the disclosing party; provided, however, that the foregoing shall not apply to disclosure required as a matter of law or in connection with any legal action arising out of the commercial transactions between Summit Steel and Buyer.

22. Standards and Tolerances. Unless otherwise agreed to in writing by Summit Steel, all Goods shall materially conform to industry standard variations and tolerances such as those described by ASTM International (“ASTM”), the American Iron and Steel Institute (“AISI”), and the Society of Automotive Engineers (“SAE”) or shall be produced in accordance with Summit Steel’s standard practices. All Goods shall be subject to mill tolerances and variations consistent with good mill practice with respect to dimensions, weight, straightness, section, compositions, and mechanical properties, to normal variations in surface and internal conditions and quality, to deviation from tolerances and variations consistent with practical testing and inspection methods and to regular mill practices on over and under shipments. Shipping deviations by Summit Steel up to **ten percent (10%)** (plus or minus) from the amount stated in the purchase order are hereby expressly acknowledged and permitted by Buyer.

23. Technical Advice. Summit Steel assumes no and expressly disclaims any obligation or liability for any technical advice furnished to Buyer, including, without limitation, technical advice with respect to Summit Steel’s Goods and/or the use thereof, all such technical advice being given and accepted at Buyer’s risk. Summit Steel will not be liable for any damages of any kind arising out of or relating to the use of or the inability to use the information provided, including but not limited to any special, direct, indirect, incidental or consequential damages including, but not limited to, demurrage charges, cost of shipment, downtime, lost profits or lost sales, whether foreseeable or not, regardless of whether Summit Steel has been advised of the possibility of damages.

24. Intellectual Property. Buyer shall have no rights with respect to any of Summit Steel’s existing or subsequently-acquired or developed Intellectual Property, as defined below, rights or trade secrets or confidential information of Summit Steel, and Buyer hereby acknowledges that it shall not acquire any rights in respect thereof and that all such trade secrets and any such confidential information are and shall remain vested in or controlled by Summit Steel. “Intellectual Property” for purposes of these Terms and Conditions means (i) patents, patent applications, provisional applications, patent disclosures, including all ideas, inventions and improvements disclosed therein, and all reissues, continuations, continuations in part, divisions and reexaminations thereof; (ii) trademarks, service marks, trade names, trade dress, logos, slogans, domain names, including all goodwill appurtenant thereto, and all registrations and applications for registrations thereof and all renewals and extensions thereof; (iii) copyrights and mask works and all registrations and applications for registration thereof; (iv) computer software, software applications and platforms, websites, disks, disk drives, data, data bases and user documentation and audio visuals, domain names, and text materials; (v) all trade secrets, research and development materials, processes, procedures, know how, ideas discoveries, inventions, customer lists, supplier lists, formulas, drawings and designs, technical data, marketing, financial and business plans; (vi) advertising materials currently or in the future utilized by the Summit Steel; and (vii) copies and tangible embodiments thereof (in whatever form or medium), and related documentation and goodwill. Buyer acknowledges and agrees that Summit Steel owns the exclusive right, title and interest and into all of Summit Steel’s Intellectual Property. Buyer shall not at any time do or permit to be done any act or thing which impairs or may impair the rights of Summit Steel with respect to Summit Steel’s Intellectual Property. Buyer will never represent that it has any ownership in any of Summit Steel’s Intellectual Property. Buyer expressly agrees that all of the use and goodwill of the Intellectual Property shall accrue to the sole benefit of Summit Steel. Buyer represents and warrants to Summit Steel that Buyer owns or has obtained all rights in the Buyer IP necessary and sufficient to allow Summit Steel to provide the goods referenced herein to the Buyer. To the extent applicable, Buyer hereby grants to Summit Steel, and Summit Steel hereby accepts from Buyer, a royalty-free, perpetual license to use the Buyer IP in the course of providing the Goods or Services to the Buyer. For purposes of these Standard Terms of Sale, “Buyer IP” shall mean the Intellectual Property of the Buyer provided by Buyer to Summit Steel and used to provide and/or create (as the case may be) the Goods or Services.

25. Injunctive Relief. The parties hereby acknowledge and agree that the extent of damages in the event of a breach of the restrictive covenants contained in these Terms and Conditions may be difficult or impossible to ascertain and that there may be no adequate remedy at law in the event of any such breach. Consequently, in the event of such breach, the non-breaching party shall be entitled, in addition to any other remedies it may have at law, to seek an injunction or other equitable relief to enforce any or all of the covenants

contained in these Terms and Conditions. The breaching party expressly waives (i) the defense that a remedy in damages will be adequate and (ii) any requirement in an action for specific performance or injunction for the posting of a bond.

26. Reservation Of Remedies. The rights, powers and remedies that may be given or reserved to the parties by these Terms and Conditions shall be cumulative and in addition to all other and further remedies provided by law. These Terms and Conditions shall not be construed to deprive the parties of any other rights, powers and other remedies otherwise given by law or at equity. No delay or failure by Summit Steel in exercising any right or remedy and no partial or single exercise of such right or remedy shall constitute a waiver by Summit Steel of such right or any other rights in these Terms and Conditions. No consent by Summit Steel to a breach of any express or implied term of these Terms and Conditions shall constitute a consent to any prior or subsequent breach of the same or any other term.

27. Indemnification. Buyer agrees to indemnify and hold harmless Summit Steel and its Affiliates from and against all claims, demands, or actions regardless of legal theory, including the costs and expenses incurred in the defense thereof, brought against Summit Steel, whether based on an act, omission or negligence of Buyer, or its agents, employees or customers, in connection with Buyer's or its customer's subsequent sale, consumption or use of the Goods, or upon any defect in the Goods, caused by Buyer, its agents, employees or customers.

28. Summit Steel's Performance Excused Upon Buyer's Breach. In addition to the rights and remedies conferred upon Summit Steel by law or in equity, in the event that Buyer fails to make payment of any amount due hereunder, Summit Steel shall have the right to immediately suspend performance and fulfillment order for Goods and/or Services and to institute legal proceedings to collect the balance due, and in such event Buyer agrees to pay all collection costs incurred by Summit Steel, including its attorneys' fees.

29. Assignment or Delegation. Buyer shall not assign or delegate any or all of its duties or rights hereunder without the prior written consent of Summit Steel.

30. Relationship. Neither party nor any other agents or employees, officers, directors or shareholders shall be deemed a representative or agent of the other, nor shall either party hold itself out as a representative or agent of the other beyond the scope of the Agreement and/or these Terms and Conditions, and, neither of them shall have any right or authority to conduct any business in the name of, or for the account of or on behalf of the other. The parties hereto agree and understand that, solely with respect to the Agreement and/or these Terms and Conditions, Summit Steel will be and act as an independent contractor of Buyer, Buyer and Summit Steel are separate entities and that there is no master/servant, partnership, joint venture, principal/agent, or employer/employee relationship between the parties.

31. Export Regulations. Buyer acknowledges that certain Goods sold by Summit Steel hereunder and any documentation and other technology of Summit Steel may be subject to application export control and sanction laws, regulations, and orders. Buyer certifies, represents, and warrants that it is in compliance and shall take all necessary acts to remain in compliance with all applicable export and re-export control laws and regulations, including, without limitation, the Export Administration Regulations maintained by the U.S. Department of Commerce, trade and economic sanctions and regulations maintained by OFAC (defined below), and the International Traffic in Arms Regulations maintained by the U.S. Department of State. Buyer hereby agrees to defend, indemnify and hold Summit Steel harmless from and against any and all claims, damages, losses, risks, liabilities and expenses (including attorney's fees and costs) arising from or related to any breach of the foregoing certification.

32. FCPA; Anti-Bribery. In carrying out its responsibilities hereunder, Buyer shall comply with all applicable anti-bribery laws including, but not limited to, the U.S. Foreign Corrupt Practices Act, as revised ("FCPA"), and the Organization for Economic Cooperation and Development Anti-Bribery Convention, as implemented in the Territory. Buyer understands that the FCPA generally prohibits the promise, payment or

giving of anything of value either directly or indirectly to any government official for the purpose of obtaining or retaining business or any improper advantage. For purposes of this section, "government official" means any official, officer, representative, or employee of any non-U.S. government department, agency or instrumentality (including any government-owned or controlled commercial enterprise), or any official of a public international organization or political party or candidate for political office. Buyer represents and warrants that, in connection with its purchase of the goods referenced herein, (i) neither it nor any of its representatives are governmental employees or officials or candidates for political office and Buyer will advise Summit Steel of any change in such representation; (ii) Buyer and its representatives have not and will not make, offer, or agree to offer anything of value to any government official, political party, or candidate for office; (iii) Buyer will comply with all provisions of the FCPA and the regulations thereunder as amended from time to time; and (iv) Buyer agrees to indemnify, defend, and hold Summit Steel harmless for damages and expenses resulting from a violation of the foregoing by Buyer or its representatives.

33. OFAC. Pursuant to United States Presidential Executive Order 13224 ("Executive Order"), Buyer may be required to ensure that it does not transact business with persons or entities determined to have committed, or to pose a risk of committing or supporting, terrorist acts and those identified on the list of Specially Designated Nationals and Blocked Persons ("List") generated by the Office of Foreign Assets Control ("OFAC") of the U.S. Department of the Treasury. The names or aliases of these persons or entities ("Blocked Persons") are updated from time to time. Buyer certifies, represents and warrants to Summit Steel that: (a) it is not acting, directly or indirectly, for or on behalf of any person, group, entity or nation named by any Executive Order of the United States Treasury Department as a terrorist, "Specially Designated National and Blocked Person" or any other banned or blocked person, entity, nation or transaction pursuant to any Law that is enforced or administered by the Office of Foreign Assets Control; and (b) it is not engaged in this transaction, directly or indirectly on behalf of, or instigating or facilitating this transaction, directly or indirectly on behalf of, any such person, group, entity or nation. Buyer hereby agrees to defend, indemnify and hold Summit Steel harmless from and against any and all claims, damages, losses, risks, liabilities and expenses (including attorney's fees and costs) arising from or related to any breach of the foregoing certification.

34. Weight Variations. The Buyer acknowledges and agrees that, due to the nature of steel manufacturing, certain variations in weight are inherent and unavoidable. The Buyer accepts that there may be a variance of up to **one percent (1%)** from the specified weight of the Goods. Summit Steel shall not be held liable for any discrepancies in weight within the afore-mentioned specified tolerance range nor shall it be held liable for any discrepancies based on theoretical weight. The Buyer hereby waives any claims, demands, or rights to damages or other remedies against Summit Steel arising from or related to such weight variations. The Buyer acknowledges that the specified tolerance range is industry standard and agrees that any such variations do not constitute a breach of contract or a defect in the Goods.

35. Mechanical Properties/Chemical Analysis. Seller makes no warranty and expressly disclaims the same with respect to data referring to mechanical properties or chemical analysis of tests performed on specimens of the Goods. Any data referring to mechanical properties or chemical analyses are the result of tests performed on specimens obtained from specific locations on the Goods in accordance with prescribed sampling procedures.

36. Notices. All notices, requests, directions, approvals or other communications to be provided in any Agreement or these Terms and Conditions will be in writing and will be deemed to have been sufficiently given (i) upon receipt if delivered in person; (ii) upon delivery if by an internationally-recognized mail service (e.g., FedEx), overnight courier, or certified or registered mail, postage pre-paid, return receipt requested; or (iii) on the date transmitted if by email; provided that the original will promptly follow by internationally-recognized mail service or overnight courier. All notices will be sent to the applicable party at the address(es) on the signature page of the Agreement (or as otherwise instructed in writing by such party).

37. Waiver of Jury Trial. TO THE EXTENT ALLOWED BY APPLICABLE LAW, SUMMIT STEEL AND BUYER MUTUALLY, EXPRESSLY, IRREVOCABLY AND UNCONDITIONALLY WAIVE  
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TRIAL BY JURY FOR ANY PROCEEDINGS, WHETHER IN LAW OR IN EQUITY, ARISING OUT OF OR IN CONNECTION WITH AN AGREEMENT, THESE TERMS AND CONDITIONS, OR ANY CONDUCT OR COURSE OF DEALING OF THE PARTIES, STATEMENTS (WHETHER ORAL OR WRITTEN) OR ACTIONS OF ANY PERSON. THIS WAIVER IS A MATERIAL INDUCEMENT TO SUMMIT STEEL TO PERFORM UNDER ANY AGREEMENT.