

Buyer will be limited to either, at Seller's option, replacing or repairing defective goods or refunding the purchase price paid for such goods previously paid by Buyer, and Buyer's exclusive remedy for breach of any of such warranties will be enforcement of such obligation of Seller. These warranties will not extend to goods subjected to misuse, abuse, neglect, damage, accident or improper installation or maintenance or which have been altered or repaired by anyone other than Seller or its authorized representative. Seller shall not be liable on any claim for defective goods, which is not made within thirty (30) calendar days after such goods have been received by Buyer.

Confidentiality. Buyer agrees not to circumvent or attempt to circumvent Seller in any manner on any transaction resulting from the introduction of Confidential Information. Unless it obtains the prior written consent of Seller, Buyer (and its officers, directors, agents and representatives) shall not disclose any of Owner's Confidential Information to any third party. Whenever one party receives any documents or is notified of any progress, events or other pertinent information pertaining to a transaction as a result of this sales and supply terms, such party shall immediately notify and convey such information to the other party involved. Buyer shall keep and maintain Seller's Confidential Information in strict confidence and shall not use, or permit to be used, any portion of Seller's Confidential Information except in connection with the transaction between the parties hereto, indefinitely. Buyer shall not disclose any portion of Seller's Confidential Information except to its officers, directors and other representatives who agree to be bound by the terms of this Agreement and who need to know such information in connection with the proposed Transaction, unless the Confidential Information to be disclosed was obtained from an unrelated third party. Buyer acknowledges that the Confidential Information is of a special, unique and extraordinary character and for that reason Seller will be irreparably damaged in the event that the confidentiality or non-circumvention obligations imposed upon Buyer, as set forth herein, are not specifically enforced. Accordingly, Seller shall be entitled, at its election, to institute and prosecute proceedings against Buyer, as set forth herein, in any court of competent jurisdiction, either at law or equity to: (a) obtain damages and 50% of the related transaction value for breach of the obligations hereunder; (b) enforce specific performance of said obligations, or both. Such remedies are cumulative and not exclusive and shall be in addition to any and all other remedies which Seller may have, at law or in equity, in the event Recipient breaches any of its obligations hereunder. The parties hereto confirm that the warranties in this Agreement are expressly deemed to cover acts of negligence and any inadvertent disclosure or violation of the terms herein.

Indemnification. Buyer will indemnify and hold Seller harmless from, any and all claims and liabilities, including reasonable attorney's fees, arising out of, connected with, or resulting from the goods, including but not limited to, the design, manufacturing, selection, delivery, possession, use or operation of the goods. Seller's entire liability for goods is limited as set forth in this contract.

Disclosure and Use of Technical Information. Any technical information disclosed by either Buyer or Seller to the other during the term of this agreement is proprietary to each and may not be used by the other or disclosed by the other to any other entity without the written consent of the owner of such technical information. Any technical information owned or developed by Seller, including but not limited to, patents, trademarks, copyrights, know-how and proprietary information, and used for the supply of goods under this contract shall remain the sole and exclusive property of Seller. Except as authorized in writing by and on terms acceptable to Seller, Buyer shall have no right to disclose any technical information to any third party or to have any third party make any goods that use the technical information provided by Seller.

Cancellation/Reschedule of Purchase Orders. In the event of any cancellation of all or part of any purchase order by Buyer, Buyer agrees to pay Seller for all reasonable and allocable materials, material management, labor, overhead and general and administrative costs and expenses incurred as a result of any such cancellation. By way of illustration and not limitation, Seller's costs incurred by reason of Buyer's cancellation may include the storage costs for the items to be purchased, and costs associated with relocating the production to an alternate source, as well as the costs of unreimbursed and/or unamortized research and development costs, capital equipment, and other property and supplies of Seller needed to produce and which are unique to the goods

In the event of such cancellation and upon receipt of payment as described above, all completed goods, assemblies in process, components and any tooling, and equipment owned by Buyer and furnished to Seller under this contract shall be returned to Buyer in accordance with instructions specified by Buyer.

Governing Law, Limitations and Forum. The formation and performance of the contract shall be governed by the Uniform Commercial Code, as adopted in the state of Ohio. Any action for breach of the contract, including any breach of warranty, must be commenced within one (1) year after the cause of action has accrued. This contract shall not be subject to or governed by the United Nations Convention on Contracts for the International Sale of Goods. Buyer acknowledges and stipulates that this contract was formed in the State of Ohio and shall be deemed to have a situs of performance at the Seller's principal corporate office in Worthington, Ohio. The parties agree that venue for any legal or equitable actions arising out of this contract or any other contract between the parties relating shall lie exclusively in the US District Court of Columbus, OH. Seller and Buyer agree that such court shall have in personam jurisdiction over the parties.

Taxes. Sales, use, occupation, excise and other taxes upon the production, sale or use of the goods are not included in the price and such taxes or any costs in connection therewith, wherever levied and whether imposed before or after payment of invoice, shall be paid by Buyer.

Minimum Purchase Requirements. Buyer hereby acknowledges and agrees that the prices set forth in this contract are contingent upon Buyer's agreement to purchase the total quantities set forth in the Buyer's request for quote/proposal. If Buyer's actual purchases differ more than ten percent (10%) from the estimated quantities of goods contained in its request for quote/proposal, Buyer agrees that the pricing on the goods delivered to Buyer shall be adjusted retroactively to reflect the impact of the volume difference on material pricing, labor efficiencies and other cost and expenses of Seller. Buyer hereby agrees to pay Seller such additional sums within thirty (30) calendar days of the date of Seller's invoice for payment.

Assignment and Delegation. No right or interest in this contract shall be delegated or assigned by Buyer without the written permission of Seller. Buyer warrants that it is purchasing for its own account and not as an agent.

Validity. This sales terms and supply terms and conditions contract is only valid as an appendix to a Proforma Invoice, Sales Contract, Commercial Offer, Quotation, Bill of Lading, Commercial Invoice, Packing List, Certificate of Origin, Freight Receipts, Waybills, Mills Test Certificates/Reports, Third Party Inspection Certificates/Reports, Financial Information, Company Registration/Certificate, Certificate of Goodstanding and any supporting documents related documents provided by an authorized Saygan Global Steel Ltd member.