

## GENERAL SALES TERMS AND CONDITIONS OF SUPPLY CONTRACT

**COMPLETE CONTRACT.** All sales by **SAYGAN GLOBAL STEEL LTD.** (the "Seller") shall be governed by the following terms and conditions of sale, whether or not these are contained on each and every invoice of Seller. The agreement between Seller and Buyer with respect to the sale of goods described in the Seller's quote (the "goods") shall consist only of the terms appearing herein and in the Seller's quote or proposal and any attachments, exhibits and supplements (collectively, the "Proforma Invoice"). Buyer's issuance of a purchase order, confirmed proforma invoice or any form of purchase initiation letter constitutes its acknowledgment that Seller's quote is the first document exchanged, containing the essential elements of, and therefore constitutes an offer. Seller objects to and shall not otherwise be bound by any additional or different terms, whether printed or otherwise, in Buyer's purchase order or in any other communication from Buyer to Seller. This contract shall be for the benefit of Seller and Buyer and not for the benefit of any other person. The terms of this contract may not be varied, supplemented or amended by any document, conduct, prior representation, course of dealing or usage of trade, unless made in writing and signed by an authorized representative of Seller and Buyer. No statements, recommendations, or assistance by either party has been relied upon by either party or shall constitute a waiver by either party of the provisions hereof.

**No Implied Acceptance.** Notwithstanding any contrary provision in Buyer's purchase order, no action by Seller such as delivery of goods, the rendering of services or the commencement of work on goods to be specially manufactured for Buyer, will be deemed an acceptance by Seller of any purchase order from Buyer with terms different from, or in addition to, those contained in Seller's offer and as set forth in this contract.

**Termination or Modification.** The contract may be modified or terminated only upon Seller's written consent. If all or part of the contract is terminated, Buyer, in the absence of a written agreement with Seller, shall pay termination charges based upon expenses and costs incurred in the production of the goods to the date such termination is accepted by the Seller.

**Terms of Payment.** Payment terms are as agreed and provided in the Proforma Invoice/Sales Contract unless otherwise advised. (Example: CAD Sales, Cash in Advance Sales, Partial Prepayment) Payments shall be made to Seller at the address specified in the invoice. Pro rata payments shall become due, as shipments are made. If any shipment is delayed by Seller at the request of Buyer, payment shall become due on the date when Seller is prepared to make shipment. Prices are F.O.B. Seller's shipping point unless otherwise stated in the contract. When any payment is not paid on or before its due date, Buyer agrees to pay a late charge on the sum outstanding, from the due date for receipt of payment to the actual date of receipt of payment, at a rate of one and one half percent (1.5%) per month on the unpaid balance. If a payment is not paid on or before its due date, Buyer agrees that Seller may also cease performance under any and all of Buyer's purchase orders whether or not related to the late payment. Buyer agrees to pay an additional twenty percent (20%) of amounts older than 90 days.

**Purchase Price.** The purchase price of the Products or Services shall be as stated in Saygan Global Steel's quotation, order acknowledgement, or separate written agreement signed by an authorized representative of Saygan Global, as applicable. Unless agreed by Saygan Global in writing, the purchase price does not include shipment costs. If the Products or Service Items are shipped freight prepaid, the charge for freight shall be added to the invoice. Prices are based on and assume Buyer's compliance with all of the terms and conditions of the corresponding Proforma Invoice, including a promise by Buyer to purchase a particular mix of goods, a certain quantity of goods, or a certain percentage of Buyer's requirements for the goods.

**Delivery/Force Majeure.** Seller shall in good faith endeavor to meet estimated delivery dates. Seller may ship overages or underages to the extent of ten percent (10%) of quantity ordered. Seller shall not be responsible for claims for error in quantity, weight or number not made within ten (10) calendar days after Buyer's receipt of goods. Seller will not be liable for any delay in performance of this contract or delivery of goods when the delay is caused directly or indirectly by events not within its control, including but not limited to, fire, flood or other severe weather conditions, accident, riot, acts of God, war, governmental interference, strikes or other labor difficulties, shortage of labor, fuel, power, materials or supplies, transportation delays, failure of tooling or the repair, maintenance or rehabilitation of the tooling, or any other cause or causes whatsoever beyond its control. In the event Seller is delayed in performance by Buyer or at Buyer's request, Buyer will be responsible for any resulting increase in cost, including handling and insurance charges and storage charges, and Seller may invoice goods ready for shipment with payment to be made in accordance with the payment schedule as if the goods had been shipped. In the event delay is caused by Buyer's failure to furnish information necessary for Seller's performance, Seller may extend the shipment date for a reasonable time in proportion to the period of Buyer's delay. Seller is not responsible for loading or unloading Buyer's trucks or common carriers for goods sold FOB Seller.

**Rejections.** All rejections must be communicated to Seller within thirty (30) calendar days of receipt by Buyer, and are subject to inspection by Seller. Rejections are to be returned to Seller in the form and condition in which received by Buyer.

**Traceability.** Seller to provide traceability on Products or Service Items, is limited by the accuracy and completeness of the information provided by the Manufacturer. The products supplied will be provided with Mill Test Reports/Certificates that can be traced and matched the products grade, original dimension, manufacturer and heat no accordingly.

**Risk of Loss.** Unless insured, Buyer assumes all risk of loss of goods upon delivery by Seller to carrier. Seller agrees to package the goods, put them in the possession of a carrier, make appropriate arrangements for their transportation, and obtain and deliver documents necessary to enable Buyer to obtain possession of the goods. Seller shall not be obligated to obtain insurance or to prepay transportation costs unless it has agreed to be responsible for such costs. Buyer agrees to pay all loading, unloading and other charges incidental to transportation. Seller will attempt to follow Buyer's shipping instructions, but may make reasonable changes thereto. Whether or not Seller pays shipping charges, risk of loss shall pass to Buyer upon delivery of the goods to a carrier. Breach of this contract shall have no effect upon this provision controlling the risk of loss.

**Limited Warranties.** Seller warrants that for a period of thirty (30) calendar days from the date of delivery the goods will be free from defects of material and workmanship. Seller makes no other warranties or representations, express or implied, by operation of law or otherwise, including without limitation any implied warranty of merchantability or fitness for a particular purpose, all of which are hereby specifically disclaimed. In particular, but without limiting the generality of the foregoing exclusion, (i) if the goods are made according to buyer's specifications, Seller does not warrant adequacy of such specifications or that the goods will perform in accordance with such specifications, (ii) if any goods furnished hereunder are made by any seller other than Seller, Seller does not provide any warranty with respect to such goods, (iii) Seller does not warrant that the goods are in compliance with laws of any country, and (iv) if the goods are modules or assemblies, Seller does not warrant design, design performance, durability or system integration of the modules, assemblies or any components thereof.

Seller's sole obligation under the foregoing warranties 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 and Non-circumvention.** 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.