

1. Buyer's Acceptance. The following terms and conditions (the "Agreement") including those on the front side of this document, shall constitute the entire agreement for the purchase and sale of the product(s) ("Goods") and/or service(s) ("Services") from G & S Bar and Wire, LLC ("Seller") to you ("Buyer"). No waiver, alteration or modification of this Agreement shall be valid unless in writing and signed by an authorized representative of Seller. Notwithstanding, no modification shall be affected by the acknowledgment or acceptance of purchase orders containing other or different terms or conditions whether or not signed by any other representative of Seller. Any terms and conditions contained in Buyer's purchase order or request for quotation which are different from or in addition to, the terms and conditions contained herein shall not be binding on Seller, and Seller hereby rejects same. This Agreement prevails over any terms and conditions contained or referred in any documents of Buyer. **BUYER'S RECEIPT OF THIS DOCUMENT SHALL CONSTITUTE AN ACCEPTANCE BY THE BUYER OF ALL THE TERMS AND CONDITIONS CONTAINED HEREIN EXCEPT FOR ANY TERM AND CONDITION TO WHICH BUYER SHALL OBJECT IN WRITING WITHIN FOURTEEN (14) DAYS FROM THE RECEIPT HEREOF.**
2. Effect of Terms. This Agreement is intended by the parties as a final expression of their agreement and as a complete and exclusive statement of the terms thereof. It is the intent of the parties to nullify the effect of any prior dealings in the construction and interpretation of this Agreement, and no course of such prior dealings shall be read into this Agreement for any purpose whatsoever.
3. Seller's Acceptance of Orders. Each order or acceptance of a quotation for Goods and/or Services shall be deemed an offer by Buyer to purchase Goods and/or Services subject to the terms and conditions set forth in this Agreement and, Seller reserves the right to reject any order from Buyer in its sole and absolute discretion. No order shall be deemed accepted unless and until Seller either issues written notice of acceptance or ships the ordered Goods. Prior to order acceptance, Seller shall have no liability if it is unable to supply the Goods and/or Services for any reason.
4. Taxes and Charges. In addition to the purchase price, Buyer shall pay Seller the amount of all government taxes (including Value Added Tax), levies, imposts, duties, excises and/or other charges that Seller may be required to pay, charge, levy, or collect with respect to the production, sale, performance or transportation of any Goods and/or Services delivered hereunder, except where the law provides otherwise. Seller shall have the right to invoice separately any such taxes which may be imposed at a later time. Applicable tax exemption certificates must accompany any order to which the same apply. Buyer shall pay Seller a late payment charge of 1.50% per month of the unpaid purchase price of any Goods and/or Services for each month or part thereof that said purchase price is not paid when due, and shall also pay all costs and expenses (including attorney's fees) of Seller to collect any unpaid amount.
5. Warranty. Regarding Goods, the Seller's sole and exclusive warranty is that at the time of delivery to Buyer the Goods will comply with the Specification delivered by Buyer. Buyer hereby assumes all risk and liability arising from the use, by itself or anyone else, of any Good in any Buyer product. Notwithstanding the preceding sentence, this warranty shall be void once the Goods has been processed, manipulated, or incorporated into the Buyer product or if the Goods have been misused or damaged by Buyer or its agent. In the event any Goods fail to meet the applicable Specification, Buyer must notify Seller, in writing, within thirty (30) days of the receipt of the Goods. Buyer will have the right to reject any Goods which do not meet the Specification at the time of delivery to Buyer, if (and only if) Buyer provides the written notification within thirty (30) days of delivery of the Goods by Seller to Buyer. The written notice must identify the non-conforming Goods, including lot number and delivery date, and specify the non-conformity. Regarding Services, Seller's sole and exclusive warranty is that it shall take commercially reasonable efforts to perform the Services. **THE FOREGOING WARRANTIES ARE EXCLUSIVE AND ARE IN LIEU OF ALL OTHER WARRANTIES WHATSOEVER TO BUYER, ITS END-USERS OR TO ANY THIRD PARTIES WITH RESPECT TO THE GOODS WHETHER WRITTEN, ORAL**

OR IMPLIED, INCLUDING WARRANTY OF MERCHANTABILITY EXCEPT AS SET FORTH ABOVE, AND ANY WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE WHICH ARE HEREBY EXCLUDED. IT IS BUYER'S RESPONSIBILITY TO CONDUCT ITS OWN CLINICAL TESTS AND OTHER STUDIES TO DETERMINE THE SAFETY AND EFFICACY OF THE GOODS AND/OR SERVICES FOR BUYER'S CONTEMPLATED APPLICATIONS OR USES.

6. Buyer's Remedies and Limitations. Buyer's receipt of any Goods shall constitute an unqualified acceptance of and a waiver of any and all claims with respect to such Goods unless Buyer notifies Seller within thirty (30) days of such receipt that the Goods do not conform to the warranty outlined in paragraph 5 above and Seller must be allowed to inspect and test immediately upon the receipt of such notification. Subject to the foregoing, Seller's liability under said warranty shall be limited to the replacement or repair of the Goods at Seller's option. Seller shall pay transportation costs of Goods to and from Seller's plant only if Seller agrees that Goods are non-conforming after an opportunity to inspect and/or test and directs Buyer to return the Goods in writing. Buyer assumes all risk and liability for the results obtained by the use of the Goods delivered hereunder in manufacturing processes of Buyer or in combination with other substances. No claim of any kind whether as to Goods delivered or for non-delivery of Goods shall be greater in amount than the purchase price of the Goods in respect of which such claim is made and in no case shall Seller be liable for special, incidental, or consequential damages whether or not caused by the negligence of Seller. If Seller fails to take commercially reasonable efforts to perform the Services, Seller will, at its sole discretion and as Buyer's sole remedy and Seller's sole obligation for any such failure: (1) re-perform the Services; or (2) refund any Fees paid by Buyer for the relevant Services.
7. Risk/Title. Unless identified otherwise on the front side of this document, any and all risk in the Goods shall pass to Buyer and Seller shall have no liability whatsoever for damage, loss or deterioration of the Goods after delivery of the Goods to a common carrier, regardless of whether Seller charges Buyer for freight. Buyer acknowledges that all claims for losses caused by a common carrier, including those for inconvenience, delay or expense shall only be made against the carrier. In no event shall Buyer deduct any amount for damage in transit from the amount due hereunder. Until such time as the price of the Goods has been paid, Buyer shall store the Goods in such a way as to enable them to be identified as the property of Seller and shall be liable to Seller for all damage to the Goods howsoever caused. Buyer hereby irrevocably agrees that representatives of Seller may without notice to Buyer enter onto Buyer's premises with such vehicles and equipment as may be necessary to remove the Goods.
8. Indemnification by Buyer. Buyer shall, at its own expense, defend, indemnify and hold harmless Seller and its Parent Company for any claims, suits, proceedings and for the avoidance of doubt, third party discovery orders and/or similar orders brought against Seller and for costs and expenses associated therewith (including reasonable legal fees) arising out of, based on, caused by, or relating to: (i) any Buyer product; (ii) modification of any Goods by the Buyer, including but not limited to, further processing of the Goods by Buyer; (iii) Buyer's mishandling of any Goods; (iv) use of a product at the instruction of Buyer or promoted by Buyer, contrary to the use outlined, or in an application or environment for which such Good was not approved, designed or contemplated, by Buyer or otherwise; or (v) any design, specification, instruction or materials requested or provided by Buyer.
9. Intellectual Property. Buyer must ensure that the terms of its order and any design or specification furnished by Buyer or prepared at the request of, and agreed with, Buyer, are complete and accurate and indemnifies and shall keep indemnified Seller against all liabilities, costs, expenses, damages and losses (including any direct, indirect or consequential losses, loss of reputation and all interest, penalties and legal and other professional costs and expenses) suffered or incurred by the Seller in connection with any claim made against the Seller for actual or alleged infringement arising from Seller's compliance with the Buyer's drawings, designs, or instructions.
10. Contingencies. Stated shipping dates, dates of delivery, and dates for performing labor, if any, are

approximate, and are not binding or a guarantee of any particular date of shipment or delivery. Seller shall not be liable for its failure to perform hereunder due to causes or contingencies beyond its control including but not limited to strikes, fires, floods, accidents, acts of God, acts of law or public authorities, delay in transportation, lack of raw materials, or otherwise, and Seller may at its option cancel this Agreement or reduce deliveries accordingly, or allocate supply in such a manner as it deems equitable.

11. Cancellation. Seller shall have the absolute right to cancel this Agreement upon breach by Buyer, including without limitation, upon Buyer's failure to make any payment required by this Agreement, or upon the insolvency or bankruptcy of Buyer. No purchase order which has been accepted by Seller may be cancelled by Buyer except with the written agreement of Seller and on terms that Buyer shall pay Seller a cancellation charge (to include, at Seller's discretion, all loss (including loss of profit), costs (including the cost of all labour and materials used), damages, charges and expenses incurred by Seller as a result of cancellation) and such cancellation charge has been accepted and paid by Buyer.
12. Wrongful Rejection. If Buyer wrongfully rejects the Goods or wrongfully repudiates a part or the whole Agreement, then with respect to any Goods affected and, if the breach is of the whole Agreement, then also with respect to the whole undelivered balance, Seller may withhold delivery of such Goods, stop delivery of such Goods in possession of a carrier or other bailee, and recover damages for nonacceptance or repudiation. The measure of damages shall be the difference between the market price at the time and place for tender of the Goods and the unpaid contract price, together with any incidental damages incurred by Seller as a result of Buyer's breach. The foregoing shall be in addition to and not exclusive of, other remedies which Seller may have by law.
13. Quantities. In the case of orders for Goods to be manufactured to specifications, Seller may deliver up to 10% above or 10% below any quantity so ordered, thereby completing the order.
14. Tooling. Tooling charges apply only to initial orders unless subsequent orders are for substantially larger quantities requiring production tooling or additional dies or patterns to meet delivery requirements.
15. Deliveries. All domestic shipments shall be FOB-Fort Wayne Metals Research Products Corp (FWM) unless otherwise stated on the front side of this document. All international shipments made by freight forwarder shall be EXW-Fort Wayne Metals Research Products Corp (FWM) *Incoterms*[®] 2020 and all shipments made by parcel service shall be FCA-Fort Wayne Metals Research Products Corp (FWM) *Incoterms*[®] 2020 unless otherwise stated on the front side of this document (if DAT, shall be governed by *Incoterms*[®] 2010). All deliveries hereunder are subject to the condition that all indebtedness of Buyer to Seller due before the date of shipment shall first be paid. "Incoterms" is a trademark of the International Chamber of Commerce.
16. Changes. Prior to the date of delivery of the Goods, Buyer shall, subject to Seller's written agreement, have the right to make changes in its order provided that Seller receives written notice of the desired changes and agrees to the changes and provided further that Buyer accepts any additional charge therefore as determined by Seller. Changes which interfere with or alter Seller's production schedules, as determined by Seller, will not be acceptable unless the time for performance is extended for such period as is deemed necessary by Seller. Failure of Seller to accept Buyer's request to change its purchase order (or similar ordering document) shall not be cause for Buyer's cancellation of its order except upon payment of a cancellation charge to be determined by Seller.
17. Export Sales. It is the responsibility of the Buyer, having carried out appropriate inquiries, to advise the Seller if the Goods being quoted/ordered are subject to the export laws and regulations of any country, including those of the United States and, if so, to provide all assistance that is reasonably required by Seller to ensure that the supply of the Goods to the Buyer does not breach such export laws and regulations. Buyer shall not export, directly or indirectly, any Goods acquired from the Seller under this Agreement in breach of any applicable laws or regulations, including United States export

laws and regulations, to any country for which the United States or any other government or agency thereof at the time of export requires an export licence or other governmental approval without first obtaining such licence or approval. Buyer has complied and/or will comply with all other applicable laws, rules and regulations pertaining to the purchase and movement of, and the payment for the Goods, to be delivered hereunder. All refunds of duties paid on items entering into the manufacture of the Goods delivered hereunder shall accrue to Seller, and the Buyer agrees to furnish Seller with all documents necessary to obtain payment of such refunds and to cooperate with Seller in obtaining same.

18. Applicable Law. The validity, interpretation and performance of the sale shall be governed by the laws of the State of Ohio and the United States of America and specifically excluding the application of the United Nations Convention on Contracts for the International Sale of Goods Buyer agrees that any action for breach hereunder shall be commenced within one year from the date of delivery of the Goods.

19. Miscellaneous. If any provision of this Agreement is prohibited by law, invalidated by the enactment of any statute, ordinance or regulation, or declared unlawful by a court of competent jurisdiction, it shall be ineffective only to the extent of such prohibition and shall not in any manner invalidate or effect the remaining provisions of this Agreement. The rights of Seller shall not be prejudiced or restricted by any forbearance extended by Seller to Buyer and waiver of any particular breach shall not operate as a waiver of any subsequent breach. A reference to a statute or statutory provision is a reference to such statute or provision as amended or re-enacted and includes any subordinate legislation made under that statutory provision. A reference to writing or written includes faxes and emails.