

METAL EDGE TRADING, LLC
Standard Terms and Conditions for Purchase of Goods

1. **TERMS OF ORDER AND FORMATION OF AGREEMENT.** By acknowledging receipt of a particular Purchase Order (an "Order") or by shipping the goods and associated materials ("Goods") under an Order to Metal Edge Trading, LLC ("MET"), the providing legal entity (the "Vendor") agrees and accepts these Standard Terms and Conditions for Purchase of Goods and Services, which shall also include the terms and conditions set forth in the applicable Order ("Terms"). MET and Vendor are collectively referred to in these Terms as the "Parties" or individually, a "Party". The Terms set forth the entire understanding between the Vendor and MET and supersede (i) all other prior agreements, written or oral, between the Vendor and MET with respect to the subject matter of an Order (except where the Order explicitly incorporates or references a written agreement between Vendor and MET, in which case the terms and conditions of that written agreement apply and supersede these Standard Terms and Conditions for Purchase of Goods) and (ii) any additional or conflicting terms contained on Vendor's acknowledgment, confirmation, invoice or similar documents. MET objects to, and shall not otherwise be bound by, any additional or conflicting terms and conditions to the Terms, whether in writing or otherwise.
2. **PRICE:** MET shall pay the price indicated in an Order, which shall govern over any prior Vendor quotation. If the price is omitted in an Order, the Goods shall be billed at the lower of the price last paid, or the prevailing market price. Upon Vendor's satisfactory delivery of the Goods in accordance with an Order, Vendor may present to MET an invoice in accordance with the prices and procedures set forth under these Terms.
3. **TAXES:** Prices shall be firm and inclusive of all taxes, tariffs, duties or similar governmental assessments directly applicable to the Goods. Notwithstanding the foregoing, MET shall only be liable for such federal, state, and local taxes levied on MET which Vendor is required by law to collect from MET.
4. **PAYMENT TERMS:** MET will pay the invoice within the terms specified on the face of an Order. Return of an invoice to Vendor for any reason not attributable to MET's fault will extend the term such that the term commences upon receipt of the corrected invoice. MET shall have the right to withhold ten percent (10%) of an Order value or an amount equating the value of any nonconforming Goods, whichever is the higher amount, until all documentation requested on such Order and these Terms has been submitted by Vendor to MET's satisfaction and all nonconformities are cured. MET shall have the right (but no duty) to withhold any monies payable by it under an Order and apply the same to the payment of any obligations of Vendor to MET.
5. **MET'S RIGHT TO MAKE CHANGES:** MET may at any time, by written notice to Vendor, make changes in the drawings, specifications, quantities, and schedules and shipping

instructions under an Order. If any such change legitimately has a direct increase or decrease in the cost of performing an Order or the time required for its performance, the Parties agree to review and consider in good faith an equitable adjustment in pricing and/or schedules, provided, however that any claim by Vendor for such adjustment shall be presented in writing to MET within 14 calendar days from the date the change is ordered by MET or any claim for adjustment shall be deemed waived by Vendor.

6. CANCELLATION/TERMINATION: Except to the extent prohibited by applicable law, MET (i) may cancel an Order for any reason or no reason prior to shipment of the applicable goods by providing written notice to Vendor and (ii) may immediately terminate an Order, even after shipment, by providing written notice to Vendor if Vendor breaches any term or condition of an Order or these Terms or, without the requirement to provide written notice, if Vendor becomes insolvent or subject to any proceeding under any bankruptcy or any insolvency law.
7. DELIVERY: The Goods shall be suitably prepared for shipment to secure lowest transportation rates (unless a premium method is specified on the face hereof) and comply with carrier regulations. No charges are allowed for packing, crating, freight express, or cartage unless authorized hereunder.
8. ROUTING, RISK OF LOSS, EXCESS SHIPMENTS, NONCONFORMING GOODS, DELAYS: (a) Time is of the essence in the performance of an Order by Vendor. (b) MET may select mode of transportation, routing of, and carrier for the Goods. Vendor shall be liable of excess transportation costs resulting from any deviation from MET's instructions. (c) Goods shall be delivered by Vendor to MET's specified facility or destination unless otherwise specified on an Order. Risk of loss as to such Goods shall remain with Vendor until after Goods are physically delivered to MET's designated location and all nonconformities are cured. (d) MET's weight and count are conclusive, and MET shall have no liability for payment for nonconforming Goods or Goods delivered in excess of the quantity ordered. Excess Goods shall be subject to rejection by MET and re-delivery to Vendor at Vendor's sole cost and expense. Nonconforming Goods shall be subject to rejection by MET and cured within 30 calendar days of MET providing Vendor written notification of the nonconformity. Vendor agrees that MET may scrap any nonconforming Goods that are not cured within 30 days of such notice from MET and MET shall be liable for payment for only scrap value of the nonconforming goods scrapped. Scrap value shall be the prevailing value of scrapped Goods at the facility where the Goods were delivered. (e) If, prior to time for delivery of the Goods, Vendor has reason to believe that it will be unable to meet its delivery schedule, it shall immediately notify MET in writing, shall indicate the cause of delay, shall use its best efforts to cure the anticipated delay, and permit MET to engage in expediting. Upon receipt of notice of the anticipated delay or upon occurrence of an actual delay, MET may (I) direct expedited routing of Goods, with excess costs paid by Vendor, or (II) cancel the Order and purchase substitute Goods elsewhere, with resulting excess costs and expenses paid by Vendor.

9. **INSPECTION OF GOODS:** After receipt of Goods, MET shall have a reasonable time, but not less than seven (7) calendar days, in which to inspect and accept or reject the Goods, and MET' payment for such Goods shall not constitute acceptance. MET may reject Goods that are not conforming to the instructions, terms, conditions, specifications, or warranties furnished under an Order or these Terms. For all rejected Goods, Vendor shall provide MET, at MET's sole option and directive, either a full refund of the amount paid or replacement of the Goods, at Vendor's sole risk and expense, including transportation costs for the return of the rejected Goods and delivery of the replacement Goods. MET may, at its option, purchase substitute Goods in lieu of rejected Goods from third parties, and Vendor shall be liable for the difference in costs, less expense paid by MET. Acceptance of part of the Goods shall not bind MET to accept the remainder. Acceptance of all or part of the Goods shall not deprive MET of the right to revoke acceptance and return any part of the Goods or the right to make a claim for damages because of the failure of the Goods to conform to an Order or these Terms. MET shall not be liable to Vendor for failure to accept Goods for causes beyond MET's reasonable control.
10. **WARRANTY/QUALITY:** In addition to any other warranties whether express or implied by law, Vendor warrants that all Goods delivered shall strictly conform to the terms, instructions, conditions, specifications, and data specified herein or furnished under an Order, shall, for a period of 18 months from the date of delivery (the "Warranty Period") (a) of good design, material, and workmanship, (b) be free from defects, (c) in the absence of contrary specifications, will be of the highest grade and quality, (d) be merchantable and fit for their intended purpose, and (e) shall meet applicable industrial and governmental standards and laws. Vendor further warrants that Vendor will have title to and the right to sell the Goods at the time of delivery, and that all Goods shall be new (unless otherwise specified in this Order) at the time of delivery. All such warranties shall survive any inspections, delivery, acceptance or payment by MET, and all such warranties shall run to MET, its successors, assigns, customers and users of Goods. No warranties hereunder shall be deemed disclaimed except in a writing signed by an authorized representative of MET. Repairs or replacements of the Goods shall be made by Vendor, without cost to MET, at any time within the Warranty Period of the Goods, when the Goods are deemed defective by MET.
11. **INDEMNIFICATION:** Vendor shall defend, indemnify and save harmless MET from and against any loss, cost, damage, or expense, arising from (a) any claims which may be made against MET by reason of injury or death to person or damage to property, claimed to have been suffered by any person or other entity and alleged to have been caused by defective Goods or by any act or omission, negligent or otherwise, of Vendor or any subcontractor of Vendor or of any of their employees, workmen, servants, or agents; (b) any damage to MET's property, including property occupied or used by, or in the care, custody or control of Vendor, alleged to have been caused by defective Goods or by any act or omission, negligent or otherwise, of Vendor, or any subcontractor of Vendor or any of their employees, workmen, servants, or agents; and (c) any claims which may be made against MET by reason of injury or death to person or damage to property, howsoever alleged to have been caused, and claimed to have

been suffered by an act or omission of Vendor or any subcontractor of Vendor or by any of their employees, workmen, servants or agents. In no event shall Vendor be required to indemnify MET for any injury, death, or loss to property caused solely by the negligence of MET.

Vendor further agrees to indemnify, defend, and hold harmless MET from all losses and expenses resulting from an actual or alleged breach of warranty, express or implied, or other actual or alleged breach of an Order or these Terms by Vendor. In addition, Vendor shall be liable to MET for incidental or consequential damages incurred by MET as a result of breach of an Order, these Terms or breach of any warranty. As used herein, incidental damages include, without limitation, (a) expenses reasonably incurred by MET in the inspection, receipt, transportation, and custody of rejected Goods; (b) any reasonable charges, expenses, and commissions in connection with purchasing substitute Goods; (c) expenses incurred in recalling Goods from MET's customers; (d) any litigation expenses, including court costs and attorney's fees, incurred in the prosecution of any suit brought to enforce the MET's right; and (e) any other reasonable expenses incident to the delay, failure to deliver, delivery of non-conforming Goods, or other breach of these Terms. As used herein, consequential damages include damages suffered by MET as a consequence of Vendor's breach of these Terms or of any warranty, including (without limitation) loss of profits, penalties, and damages caused by injury to person, property or business and proximately resulting from any such breach.

12. COMPLIANCE: Vendor shall comply with all federal, state, and local laws, rules and regulations including but not limited to worker's compensation, social security, federal, state, and local income tax withholdings, unemployment insurance, the Occupational Safety and Health Act, the Exchange Act Section 13(p), Rule 13p-1 and Item 1.01 concerning Conflict Minerals management, the Immigration Reform and Control Act of 1986, the Americans with Disabilities Act, and all laws affecting employment, business opportunities, and the environment which are now or may in the future become applicable to Vendor and/or Vendor's business, equipment, and employees and/or the provision of the Goods.
13. CONFIDENTIALITY. Vendor agrees to keep confidential the terms and conditions of an Order and all proprietary information disclosed by or on behalf of MET or otherwise learned or obtained by Vendor in connection with an Order or the performance of an Order. Vendor will not use any of this information other than in connection with the performance of an Order and will not disclose any of this information except to the extent required by law and then only after prior notice to MET.
14. CUMULATIVE REMEDIES: Any right or remedy of MET provided herein is in addition to MET's other rights and remedies provided herein or by law, and all of MET's rights and remedies hereunder are cumulative and non-exclusive.

15. ASSIGNMENT/SUBCONTRACTING. Vendor may not assign or subcontract its rights and obligations under an Order or these Terms without the prior written consent of MET.
16. FORCE MAJEURE. Each party will be excused from a failure to perform or a delay in performance of an Order to the extent caused by events beyond its reasonable control. The party claiming excuse from performance must take reasonable efforts to remove the cause of its inability to perform or its delay in performance. The party claiming excuse from performance must give prompt written notice to the other party of the event, specifying its nature and anticipated duration. If Vendor's performance is excused or delayed for more than twenty (20) calendar days, MET may terminate the applicable Order by giving Vendor written notice, which termination will become effective upon receipt of notice. If MET terminates such an Order based on force majeure, MET's sole liability will be to pay any balance due for conforming goods delivered by Vendor before receipt of MET's termination notice.
17. CHOICE OF LAW; VENUE AND WAIVER OF JURY TRIAL: These Terms, including all matters relating to the validity, construction, performance, and enforcement thereof, shall be governed by the laws of the United States of America and the State of Kansas, without reference to the conflict of laws principles of either body of law. **The Parties specifically agree that all legal action(s) regarding interpretation, enforcement, and/or any other aspect of an Order or these Terms shall be solely submitted to the state and federal district courts in which Riley County, Kansas is located, hereby consent to the jurisdiction and venue of such courts, and hereby waive their rights to a trial by jury.**
18. IMPORT/EXPORT AND TRANSPORTATION: For Goods that will be imported into any other country, Vendor shall comply with all import laws and administrative requirements associated with any importation of Goods; and pay any duties, taxes, and fees associated with such importation to the extent that the Vendor is the importer of record or otherwise controls the import entry process. Vendor agrees that the Goods will not in any way directly or indirectly originate from or be provided by any country, person or entity which would cause MET to be in violation of or be penalized by U.S. or other applicable economic sanctions laws.
19. EXCLUSION OF CONVENTIONS. The following international conventions will NOT apply to an Order: (i) the Uniform Law on the Sale of Goods and the Uniform Law on the Formation of Contracts for the International Sale of Goods, (ii) the United Nations Convention on Contracts for the International Sale of Goods of 1980 and (iii) the United Nations Convention on the Limitations Period in the International Sale of Goods, concluded in New York on 14 June, 1974, and the Protocol Amending the Convention on the Limitations Period in the International Sale of Goods, concluded in Vienna on 11 April, 1980.
20. GENERAL PROVISIONS: If any part of these Terms contravenes any applicable statutes, regulations, rules, or common law requirements, then, to the extent of and only to the extent of such contravention, such part shall be severed from these Terms and deemed non-binding

while all other parts of these Terms shall remain binding and in full force and effect. No modification of these Terms shall be of any force or effect unless in writing and signed by an authorized signatory of both Parties and expressly identified as a modification to these Terms. Failure to enforce any or all of the terms and conditions of these Terms in a particular instance or instances shall not constitute a waiver thereof or preclude subsequent enforcement thereof. Reference to the singular includes a reference to the plural and vice versa. The headings, sub-headings, and other subdivisions of these Terms are inserted for convenience only. The provisions of these Terms which by their nature are intended to survive the termination or completion of an Order will remain in full force and effect after such termination or expiration of an Order. These Terms have been carefully read, the contents hereof are known and understood and it is freely entered into by the Vendor and MET. These Terms shall not be construed against the Party that drafted any section alleged to be ambiguous or uncertain.