



**SUPER STEEL TREATING, INC.**  
**TERMS AND CONDITIONS OF PURCHASE**

These Super Steel Treating, Inc. Terms and Conditions of Purchase (these "Terms") are incorporated by reference into every purchase order issued by Super Steel Treating, Inc. ("SST") for the purchase of goods and/or services and shall be the only terms and conditions that will apply to the purchase of goods and/or services by SST:

1. **OFFER AND ACCEPTANCE.** Each purchase order ("**Order**") issued by SST is an offer to the seller identified on the Order ("**Seller**") for the purchase of raw materials, goods, products (collectively, "**Goods**") and/or services ("**Services**") and incorporates and is governed exclusively by the terms on the Order and these Terms. Each Order is limited to and conditional upon Seller's acceptance of these Terms exclusively. The Order does not constitute an acceptance of any offer or proposal made by Seller. Any additional or different terms proposed by Seller are expressly rejected by SST. Each other document issued by SST relating to the Goods and/or Services is incorporated into the Order. The terms in the Order shall take priority in the event of any conflict or inconsistency with these Terms.
2. **PRICING.** The price of the Goods and/or Services is the price on the face of the Order. All prices are fixed and include all charges applicable to the production, sale, shipment, importation or exportation of the Goods
3. **DELIVERY, TITLE AND RISK OF LOSS.** Deliveries shall be made in the quantities, at the location(s), on the dates, and at the times specified by SST in the Order or any subsequent instructions SST issues under the Order. Seller shall be responsible for all costs incurred by SST, including costs charged by any of SST's customers, as a result of Seller's failure or delay in complying with any shipping or delivery requirements. SST is not obligated to accept early, late, partial or excess deliveries. Unless otherwise expressly agreed in writing, the Goods will be delivered DDP (Incoterms 2010) SST's warehouse designated in the Order. Title and risk of loss will transfer to SST upon delivery in accordance with the applicable Incoterm.
4. **PACKAGING.** No charge shall be made by Seller for packaging or storage. All items shall be packaged, marked and otherwise prepared in accordance with SST's instructions, or, in the absence thereof, in accordance with customary industry practices. Seller shall mark on containers handling and loading instructions, shipping information, order number item and account number, shipment date and names and addresses of Seller and SST. Seller shall provide SST all shipping documents, including an itemized packing list, bill of lading, and any other documents needed to release the Goods to SST.
5. **PAYMENT; INVOICING.** Invoices for the Goods must provide information and detail acceptable to Buyer. SST may withhold payment until an acceptable invoice is received and verified by SST. Unless otherwise expressly agreed in writing, SST will pay undisputed invoices no later than **60** days after receipt of such invoice. Without prejudice to any other right or remedy it may have, SST reserves the right to set off at any time any amount owing to it by Seller against any amount payable by SST to Seller.
6. **COMPLIANCE WITH LAWS.** Seller, and any Goods and/or Services provided by Seller, shall comply with all applicable rules, regulations, orders, conventions, ordinances and standards, (collectively, "**Laws**"). The Order incorporates by reference all clauses required by these Laws.
7. **INSURANCE.** Seller shall, at its expense, maintain insurance for Goods in amounts acceptable to SST, naming SST as an additional insured and covering commercial general liability, public liability, product liability, product recall, completed operations, contractor's liability, automobile liability, Worker's Compensation, professional liability, and employer's liability as will adequately protect SST against such damages, liabilities, claims, losses and expenses (including attorney's fees). Seller agrees to submit certificates of insurance, evidencing its insurance coverage when requested by SST.
8. **INSPECTION; NONCONFORMING GOODS/SERVICES.** SST's inspection of the Goods at any time does not constitute acceptance of any Goods. SST's acceptance, inspection, or failure to inspect the Goods neither relieves Seller of any of its responsibilities or warranties with respect thereto. If nonconforming Goods are shipped to and rejected by SST, Seller, at its sole expense, shall immediately ship conforming Goods to SST in place of the nonconforming Goods, unless directed in writing by SST to do otherwise. In addition to other remedies available to SST for nonconforming Goods and/or Services, Seller agrees to authorize the return of the Goods, at Seller's risk and expense at full invoice price, plus transportation charges; SST may correct, at any time Goods and/or Services that fail to meet the requirements of any Order; and Seller will reimburse SST for all reasonable costs and expenses that result from any rejection or correction of nonconforming Goods and/or Services. A payment by SST for nonconforming Goods is not an acceptance, does not limit or impair SST's right to assert any legal or equitable remedy, and does not relieve Seller's responsibility for latent or apparent defects.
9. **AUDIT RIGHTS.** Seller will retain all documents, data and other records pertaining to the Goods for at least two (2) years following the date of the final payment to Seller under the Order. Seller will permit SST to review its books and records concerning compliance with this Order.
10. **WARRANTY.** Seller warrants to SST that the Goods and/or Services covered by the Order will be new; be free of any liens, claims, security interests or other encumbrances; conform to all of the specifications and drawings furnished by SST; conform to all samples, descriptions, brochures, standards and manuals furnished by Seller or SST; be merchantable; be free of any defects in design, material and workmanship; be selected, designed (to the extent designed by Seller), manufactured and assembled by Seller based upon SST's stated use and be fit and sufficient for the particular purposes intended by SST; conform in all respects with all applicable Laws; and not infringe or encroach upon SST's or any third party's personal, contractual, proprietary, or intellectual property rights. The period for each of the foregoing warranties will be **2 years**. The foregoing warranties shall be in addition to those available at law and shall survive any acceptance by SST of all or part of the Goods covered by the Order and any expiration or termination, in whole or in part, of any Order. SST's approval of any design, drawing, material, process or specifications will not relieve Seller of these warranties. ANY ATTEMPT BY SELLER TO LIMIT, DISCLAIM OR RESTRICT ANY OF THE WARRANTIES HEREIN SHALL BE NULL AND VOID WITHOUT SST'S PRIOR WRITTEN CONSENT. Upon SST's written notification and authorization, in addition to SST's other rights and remedies, Seller shall promptly replace or correct defects of any Goods and/or Services not conforming to the warranties herein and/or provided by Law, without expense to SST. If Seller fails to promptly correct defects in or replace nonconforming Goods and/or Services, SST may make such corrections or replace such Goods and/or Services and charge Seller for costs incurred in connection therewith. SST may reject nonconforming Goods and/or Services and return them to Seller at Seller's expense. Notwithstanding the expiration of the warranty period set forth herein, if the Goods, or any products incorporating the Goods, become subject to a corrective service campaign or remedial action to address the failure of the Goods to comply with any applicable Law, safety standard or guideline (a "**Recall**"), Seller will nonetheless be liable for costs and damages associated with the conduct of such Recall to the extent that such Recall is based upon a determination by SST or its Customer (including by use of statistical analysis or other sampling methodology) that the Goods fail to conform to the warranties in these Terms.
11. **FORCE MAJEURE.** Neither Seller nor SST shall be liable for any delays or failure to perform any obligations under an Order to the extent that the performance is delayed by an event of force majeure beyond the reasonable control of the party. The following will not constitute a force majeure: Seller's insolvency or lack of financial resources; a change in cost or availability of materials or components based on market conditions (including taxes, tariffs, or duties) or supplier actions; or any strike, work stoppage or labor dispute of any nature or kind. Seller will provide written notice describing any delay or inability to perform and assuring SST of the anticipated duration of same within 24 hours of the event.
12. **CONFIDENTIALITY.** During the performance of the Order and for a period of 3 years thereafter, any information, in whatever form transmitted, and items embodying information (including photographs, samples, etc.) disclosed by or on behalf of SST to Seller or to which Seller is exposed ("**Confidential Information**") shall be held by Seller in strict confidence and used solely for the purpose of doing business with SST.
13. **TERMINATION.** SST may, at any time with or without cause, terminate all or any part of an Order at any time by giving written notice to Seller.
14. **INDEMNIFICATION.** Seller expressly agrees to defend, indemnify and hold harmless SST and its affiliates, customers, officers, directors, employees, agents, successors and assigns ("**Indemnitees**") from and against any and all claims, liabilities, lawsuits, losses, costs, expenses, or damages, judgments, penalties, and liabilities of any kind (including professional and attorneys' fees) which arise out of, result from, or are in any way related to the Order and/or the Goods sold hereunder, except to the extent of SST's willful misconduct or gross negligence.
15. **REMEDIES.** In addition to the rights and remedies available to Buyer under law, Buyer shall be entitled to the rights and remedies specified in this Order. The rights and remedies reserved to SST in each Order will be cumulative with and in addition to all other or legal or equitable remedies. Seller will reimburse SST for any indirect, direct, incidental, consequential or other damages (including lost profits) caused or incurred as a result of Seller's breach or by nonconforming Goods and/or Services, including without limitation costs (including reasonable attorneys' fees), expenses and losses incurred directly or indirectly by SST and/or SST's applicable customer resulting from: (a) production interruptions or slowdowns; (b) any Recall; or (c) personal injury or property damage. In any action brought by SST to enforce its rights under this Order, Seller acknowledges and agrees that monetary damages are not a sufficient remedy for any actual, anticipatory or threatened breach of the Order and that, in addition to all other rights and remedies that SST may have, SST shall be entitled to specific performance and injunctive equitable relief as a remedy for any such breach. SST SHALL NOT BE LIABLE TO SELLER FOR ANY INDIRECT, SPECIAL, CONSEQUENTIAL (INCLUDING LOST PROFITS OR MARKET SHARE OR DAMAGE TO BRAND VALUE), INCIDENTAL, PUNITIVE, OR EXEMPLARY DAMAGES, WHETHER OR NOT FORESEEABLE.
16. **ASSIGNMENT.** Seller may not assign or transfer any Order or any of its rights thereunder, nor delegate any of its obligations, without the prior written consent of SST. Any attempted assignment, transfer or subcontracting by Seller without such consent shall be ineffective.
17. **SEVERABILITY; NO IMPLIED WAIVER.** SST's failure to enforce any right or remedy provided in the Order or by law on a particular occasion will not be deemed a waiver of that right or remedy on a subsequent occasion or a waiver of any other right or remedy. Any attempt by Seller to limit SST's remedies and the amount and types of damages it may seek shall be void. If one or more provisions of the Order should be or become invalid or unenforceable, the remaining provisions of the Order shall remain in full force and effect, and the parties shall substitute the invalid or unenforceable provision with a valid provision that as closely as possible achieves the same business purpose as the invalid or unenforceable provision.
18. **APPLICABLE LAW; JURISDICTION.** All matters arising out of or related to the Order shall be governed by the laws of the State of Michigan without regard to any provisions or laws that would require application of another law. The Parties hereby irrevocably and unconditionally submit to the exclusive jurisdiction of the applicable state and federal courts of the State of Michigan. Seller shall pay SST's reasonable attorney fees, costs, and expenses incurred in enforcing any provision of the Order.
19. **ENTIRE AGREEMENT.** The Order, any attachments, exhibits or supplements thereto included by SST, and these Terms contain the entire understanding of the parties and is intended as a final expression of their agreement and a complete statement of the terms thereof, and may not be amended, modified or otherwise supplemented unless any such amendment, modification, or supplementation is done so in writing and is signed by both authorized representatives of both parties hereto.