



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

These Super Steel Treating, Inc. Terms and Conditions of Sale (these "Terms") are incorporated by reference into every quotation, acknowledgment and invoice issued by Super Steel Treating, Inc. ("SST") for the sale and processing of goods and shall be the only terms and conditions that will apply to the sale and processing of goods by SST:

- 1. OFFER AND ACCEPTANCE.** Each quotation ("Quotation") issued by SST is an offer to the buyer identified on the Quotation ("Buyer") for the sale of goods, processing or services applied to unprocessed goods of Buyer (collectively, "Goods") and incorporates and is governed exclusively by the terms on the Quotation and these Terms. Each Quotation is limited to and conditional upon Buyer's acceptance of these Terms exclusively. The Quotation does not constitute an acceptance of any offer or proposal made by Buyer. Any additional or different terms proposed by Buyer are expressly rejected by SST. Each other document issued by SST relating to the Goods is incorporated into the Quotation (collectively with the Quotation and these Terms, the "Contract"). The terms in the Quotation shall take priority in the event of any conflict or inconsistency with these Terms.
- 2. PRICING.** The price of the Goods is the price on the face of the Quotation. In addition to the price stated in the Quotation, any and all taxes that may be imposed by any taxing authority, arising from the sale, delivery, or use of the Goods and for which SST may be held responsible for collection or payment either on its own behalf or on behalf of Buyer, shall be paid by Buyer to SST upon SST's demand.
- 3. CHANGES.** Unless specifically agreed to in writing, SST has no obligation to implement any change requested by Buyer to the Goods, including the design, specifications, materials, packaging, testing requirements, shipping date, time or place of delivery. If SST agrees to make a change, the parties will negotiate and agree upon an appropriate adjustment to the time for performance and an equitable price adjustment.
- 4. DELIVERY, TITLE AND RISK OF LOSS.** Delivery dates are estimated and are not guaranteed. SST will use reasonable efforts to meet Buyer's requested delivery dates. Unless otherwise agreed in writing, the Goods will be delivered Ex Works (Incoterms 2010) SST's warehouse. Risk of loss will transfer to Buyer upon delivery in accordance with the applicable Incoterm. Buyer shall retain title to the Goods, and SST shall hold the Goods as a bailee with the right to use the Goods in the performance of SST's obligations under the Contract. Title to the Goods in SST's possession will transfer to SST if Buyer is unable to make payments for such Goods when they become due.
- 5. PACKAGING.** The Goods shall be packaged and shipped as set forth in the Quotation. In the absence of such a provision in the Quotation, the Goods shall be packaged in accordance with sound commercial practice. If SST is required to use Buyer's returnable packaging and such packaging is unavailable, SST may use expendable packaging, the costs of which Buyer will reimburse SST. Unless otherwise provided on the face of the Quotation, export or other special packaging will be an additional charge to Buyer.
- 6. PAYMENT; INVOICING.** Payment is due Net 30 from the invoice date in U.S. dollars via electronic funds transfer. In the event that SST has reasonable doubt as to Buyer's creditworthiness, or in the event that Buyer is in arrears with respect to payment for Goods, SST may require advance payment and may withhold further shipments until Buyer's creditworthiness or payment status is restored.
- 7. COMPLIANCE WITH LAWS.** Buyer shall comply with all applicable rules, regulations, orders, conventions, ordinances and standards (collectively, "Laws"). The Contract incorporates by reference all clauses required by these Laws. Buyer agrees that it will not export, re-export, or otherwise transfer any Goods or technical data provided hereunder to any country, person or entity subject to U.S. export restrictions.
- 8. INSURANCE.** Buyer shall, at its expense, maintain insurance in amounts acceptable to SST, naming SST as an additional insured and covering commercial general liability, public liability, product liability, product recall, completed operations, and employer's liability as will adequately protect SST against such damages, liabilities, claims, losses and expenses (including attorney's fees). Buyer agrees to submit certificates of insurance, evidencing its insurance coverage when requested by SST.
- 9. INSPECTION.** The remedies afforded Buyer under Section 10 below shall be exclusive for non-conforming Goods but shall be unavailable to Buyer if Buyer fails to give SST written notice that the Goods are nonconforming within 90 days after the delivery of the Goods or, if Buyer's inspection of the Goods could not have uncovered the nonconformity, within 30 days after Buyer knew or reasonably should have known that the Goods were potentially nonconforming.
- 10. WARRANTY.** SST warrants to Buyer that, at the time of delivery and for a period of 30 days thereafter, (a) the Goods will materially conform to the agreed-upon specifications approved by SST and incorporated into the Contract, and (b) the Goods will comply with all Laws in effect as of the date of delivery. Nonconformity with the foregoing warranties shall be determined either by mutual written agreement, or, in the event that the parties cannot reach such agreement, by a joint root cause analysis of all (or, if impracticable, a random statistically significant sample, as agreed by the parties) of the Goods and the entire system or assembly that the Goods are incorporated into that could have contributed to the alleged nonconformity. Buyer has responsibility to implement tracing so as to minimize non-conforming product. All liability shall be apportioned in relation to the fault of SST, Buyer and any other supplier that might be liable. In the event that SST has incurred costs or expenses, including internal overhead, administrative costs, overtime, costs associated with expedited delivery to Buyer, and/or paid damages allegedly caused by the Goods arising from or in connection with any root cause analysis and/or any Recall (as defined in Section 15) that exceed SST's respective proportion of fault as determined in accordance with this Section 10, notwithstanding any liability of any third party, Buyer shall reimburse SST for all such excess amounts incurred or paid within 30 days of the date of the invoice. Material conformance of the Goods to the agreed-upon specifications is an absolute defense to warranty liability. In the event that the Goods are nonconforming, as determined in accordance with this Section 10, Buyer's sole remedy under this warranty is limited to the repair or replacement of the nonconforming Goods. Transportation charges for the return of purportedly nonconforming Goods to SST and the shipment of replacement Goods to Buyer will be borne by SST only if such Goods are returned in accordance with SST's instructions. The following are specifically excluded from this Section 10 and any warranty: (i) design defects, to the extent that the Goods are designed by Buyer or a third party; (ii) defects or damage caused by improper installation, alteration, repair, maintenance, handling, operation or use of the Goods by Buyer or any third party; (iii) Goods considered by SST to be samples or prototypes, which are provided on an "AS IS" basis only; (iv) the integration or interaction of conforming Goods in or with any component, system, or assembly not manufactured, treated or sold by SST; and (v) Goods that have been subject to damage attributable to: (A) misuse, abuse, vandalism or any transit related damage; (B) normal wear and tear; or (C) any other acts that are beyond SST's reasonable control. THE FOREGOING WARRANTIES ARE EXCLUSIVE AND ARE GIVEN AND ACCEPTED IN LIEU OF ANY AND ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.
- 11. FORCE MAJEURE.** Neither Buyer nor SST shall be liable for any delays or failure to perform any obligations under a Contract 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: Buyer's insolvency or lack of financial resources; a change in market conditions (including taxes, tariffs, or duties); or any strike, work stoppage or labor dispute of any kind. Buyer 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 Contract 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 Buyer or to which Buyer is exposed ("Confidential Information") shall be held by Buyer 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 a Contract by giving written notice to Buyer.
- 14. INDEMNIFICATION.** Buyer expressly agrees to defend, indemnify and hold harmless SST and its affiliates, customers, officers, directors, employees, agents, successors and assigns 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 related to the Contract 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 SST under law, SST shall be entitled to the rights and remedies specified in the Contract. The rights and remedies reserved to SST in the Contract will be cumulative with and in addition to all other or legal or equitable remedies. Buyer will reimburse SST for any indirect, direct, incidental, consequential or other damages (including lost profits) caused by or incurred as a result of Buyer's breach, including without limitation costs (including reasonable attorneys' fees), expenses and losses incurred directly or indirectly by SST resulting from: (a) production interruptions or slowdowns; (b) any recall, corrective service campaign or remedial action to address the failure of Goods to comply with any applicable Law, safety standard or guideline ("Recall"); or (c) personal injury or property damage. In any action brought by SST to enforce its rights under the Contract, Buyer acknowledges and agrees that monetary damages are not a sufficient remedy for any actual, anticipatory or threatened breach of the Contract 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. THE REMEDIES OF BUYER SHALL BE LIMITED TO THOSE PROVIDED HEREIN TO THE EXCLUSION OF ALL OTHER REMEDIES. SST SHALL NOT BE LIABLE TO BUYER 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.** Buyer may not assign or transfer any Contract or any of its rights thereunder, nor delegate any obligations, without SST's prior written consent. Any attempted assignment, transfer or subcontracting by Buyer without such consent shall be ineffective.
- 17. SEVERABILITY; NO IMPLIED WAIVER.** SST's failure to enforce any right or remedy provided in the Contract 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 Buyer 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 Contract should be or become invalid or unenforceable, the remaining provisions of the Contract shall remain in full force, 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 Contract 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. Buyer shall pay SST's reasonable attorney fees, costs, and expenses incurred in enforcing any provision of the Contract.
- 19. ENTIRE AGREEMENT.** The Contract contains 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.