

PURCHASE ORDER TERMS & CONDITIONS

PRIMARY METALS INTERNATIONAL LLC

1. Entire Agreement; Acceptance

This Purchase Order ("Order") constitutes the entire agreement between Primary Metals International LLC ("Buyer") and Seller and supersedes all prior agreements and communications.

Acceptance by Seller is expressly limited to these Terms and any additional or conflicting terms proposed by Seller (including price) are hereby rejected unless expressly agreed in writing and signed by Buyer. Seller's acknowledgment, performance, and shipment of goods constitutes acceptance of the terms in this Order. Likewise, this Order may be modified only upon written notice signed by Buyer.

2. Scope of Goods

Seller shall supply materials in strict accordance with Buyer specifications, drawings, and applicable industry standards including but not limited to ASTM, ASME, AISI, and SAE. No substitutions are permitted without prior written approval.

3. Material Certifications & Traceability

Seller shall provide mill test reports, full heat traceability, and country of origin documentation with each shipment. Buyer may reject any material lacking proper documentation.

4. Warranties

Seller expressly warrants that all goods furnished under this Order:

- Strictly conform to all specifications, drawings, samples, descriptions, and standards referenced in this Order, including but not limited to ASTM, AISI, SAE, and any Buyer-specific requirements;
- Are Merchantable;
- Are fully suitable for all intended and reasonably foreseeable uses, including fabrication, machining, welding, forming, coating, and downstream integration into finished goods;
- Are fit for the intended particular purpose;
- Are new, unused, free from defects in material and workmanship, and of the highest commercial quality;
- Are free from rust, corrosion, scale, contamination, and physical damage beyond acceptable industry tolerances;
- Possess consistent chemical and mechanical properties throughout each heat lot and across delivered quantities;
- Are free and clear of all liens, claims, and encumbrances;
- Comply with all applicable laws, regulations, and industry standards

Seller further warrants that all documentation, including but not limited to mill test reports (MTRs), certifications, and traceability records, is true, complete, and accurate in all respects.

These warranties are:

- In addition to, and not in limitation of, any warranties provided by law;
- Continuing in nature and shall apply to corrected, repaired, or replacement goods;
- Not subject to disclaimer by Seller;
- Fully transferable to Buyer's customers and end users.

These warranties shall survive inspection, test, acceptance, payment, and resale of the goods, and shall remain in effect for a period of not less than three (3) years from the date of final use or resale by Buyer, or such longer period as required by law or contract.

If any goods fail to conform to any of the above warranties, Buyer may, at its sole option and without limitation:

- Reject or revoke acceptance of such goods;
- Require immediate replacement or correction at Seller's expense;
- Recover all costs incurred, including but not limited to inspection, handling, storage, transportation, rework, production downtime, and administrative costs
- Recover all direct, indirect, incidental, and consequential damages caused by Seller's breach of this Order.

These remedies are cumulative and in addition to any other rights available to Buyer.

Buyer assigns to its customers any transferable warranties received from Seller or manufacturer to the extent assignable.

Buyer does not manufacture the goods and relies upon Seller's representations, certifications, and warranties.

5. Inspection, Testing & Rejection

Buyer may inspect or test goods at any time and reject nonconforming materials. Seller shall replace or refund rejected goods and cover all related costs including freight and damages.

6. Delivery; Risk of Loss

Seller must meet delivery dates as defined on this Order. Risk of loss remains with Seller until delivery and acceptance by Buyer. Buyer may expedite or cancel orders due to delays.

7. Packaging & Shipping

Seller shall package materials to prevent damage and ensure proper identification and traceability. Seller is responsible for any damage caused by improper packaging.

8. Pricing & Payment

The purchase price of this Order is firm unless agreed otherwise in writing. Payment by Buyer does not per se constitute acceptance. Buyer may withhold payment or apply setoffs for any perceived breach.

9. Indemnification

Seller shall defend, indemnify, and hold harmless Buyer, its parent companies, affiliates, subsidiaries, customers, distributors, and their respective officers, directors, employees, and agents (collectively, "Indemnified Parties") from and against any and all claims, demands, actions, damages, losses, liabilities, costs, and expenses, including attorneys' fees and expert costs, arising out of or related to:

- Any actual or alleged defect in the goods;
- Failure of the goods to comply with any warranty or specification;
- Personal injury, death, or property damage caused by the goods;
- Product failure, malfunction, or nonconformance;
- Breach of contract or negligence by Seller;
- Violations of any law, regulation, or industry standard;
- Inaccurate or falsified material certifications or documentation;
- Failure of traceability or misidentification of materials;
- Any recall, field action, or corrective action involving the goods.

For the avoidance of doubt, this indemnification provision expressly includes claims brought against Buyer by Buyer's customers and/or downstream users of the goods that are the subject of this Purchase Order.

This indemnification provision expressly includes, without limitation:

- Costs of recall, replacement, repair, removal, and reinstallation;
- Customer chargebacks, penalties, and back-charges;
- Production downtime and lost productivity;
- Costs associated with sorting, inspection, and containment activities;
- Logistics, freight, and expedited shipping costs;
- Loss of business, reputational harm, and customer claims.

Seller's indemnification obligations under this Purchase Order apply regardless of whether the underlying claim is based in contract, tort (including negligence), strict liability, or otherwise, and regardless of whether Buyer is alleged to be partially negligent, except to the extent caused solely by Buyer's gross negligence or willful misconduct.

Upon the triggering of the indemnification obligations under this Purchase Order, Seller shall:

- Assume full control of the defense of any claim upon Buyer's request;
- Not settle any claim without Buyer's prior written consent;
- Reimburse Buyer immediately upon demand for any covered losses;

The obligations under this Section are:

- Absolute and unconditional;
- Not limited by insurance coverage;
- Not limited by the value of Buyer's Order;
- Not subject to exclusion of consequential or indirect damages;

These obligations shall survive delivery, acceptance, payment, termination, and expiration of this Order indefinitely.

10. Downstream Liability

Seller is responsible for failures in downstream applications caused by defective materials and shall cover all resulting costs.

11. Compliance with Laws

Seller shall comply with all applicable laws and regulations, including labor and environmental requirements, and provide documentation upon request.

12. Import / Trade Compliance

Seller shall provide country of origin, HTS classification, and comply with all trade regulations. Seller shall indemnify Buyer for any violations.

13. Insurance

Seller shall maintain appropriate insurance coverage and provide proof upon request.

14. Assignment & Subcontracting

Seller shall not assign or subcontract this Order without Buyer's prior written approval. For the avoidance of doubt, Seller nonetheless remains responsible for performing all obligations set forth in this Order even if written approval is received to assign or subcontract out for the goods at issue.

15. Termination

Buyer may terminate for cause or convenience including but not limited to delays, non-conformance with Purchase Order details or warranties. Buyer is only responsible for conforming goods delivered and accepted.

16. Force Majeure

Force Majeure excludes labor shortages, supplier failures, or cost increases. Buyer may cancel orders for good cause without liability.

17. Confidentiality

All Buyer information is confidential and may not be disclosed or used outside this Order.

18. Audit Rights

Buyer may audit Seller's facilities, systems, and records. Seller must maintain records for at least seven years.

19. No Liens or Work Stoppage

Seller shall not place liens or suspend performance under this Order without Buyer's written consent.

20. Limitation of Liability, Damages and Remedies

Buyer's total liability arising out of or related to any alleged breach of this Order shall not exceed the purchase price of the goods that are the subject of this Order. Buyer shall not be liable for any consequential, incidental, indirect, or special damages, including but not limited to lost profits, project delays, loss of use, or business interruption, whether arising in contract, tort, or otherwise.

The remedies available to Seller set forth in this Order are exclusive.

21. Governing Law and Venue

This Order shall be governed by the laws of the State of Florida. Any disputes shall be brought exclusively in the state or federal courts located in Lee County, Florida.