



## STEELSCAPE TERMS & CONDITIONS OF SALE

1. **Applicability.** These Terms and Conditions of Sale (these “**Terms**”) are the only terms that govern the sale of goods (“**Goods**”) by Steelscape, LLC (“**Seller**”) to the buyer (“**Purchaser**”) named on a purchase order or a written authorization (email acceptable) of release of Goods under a Master Agreement or other instrument (each, an “**Order**”). The accompanying Master Agreement, if any, and these Terms (collectively, this “**Agreement**”) comprise the entire agreement between the parties, and supersede all prior or contemporaneous understandings, agreements, negotiations, representations and warranties, and communications, both written and oral. This Agreement supersedes any of Purchaser's general terms and conditions of purchase regardless of whether or when Purchaser has submitted its purchase order or such terms. Seller expressly rejects Purchaser's general terms and conditions of purchase and fulfillment of Purchaser's Order does not constitute acceptance of any of Purchaser's terms and conditions or serve to modify or amend these Terms. Submission of an Order by Purchaser shall operate as an acceptance of these Terms which are expressly incorporated into the Order. Notwithstanding anything herein to the contrary, if a written contract signed by both Parties is in existence covering the sale of the Goods (“**Master Agreement**”), then the Master Agreement shall prevail to the extent of any inconsistency with these Terms. Except as set forth in this Section, these Terms may only be amended or modified in a writing which specifically states that it amends these Terms and is signed by an authorized representative of each party. Upon acceptance, Seller shall have the right to begin performance. Purchaser shall not have the right to cancel this order after it has been accepted without paying a cancellation charge. The amount of the cancellation charge shall be based upon costs incurred with respect to the canceled Order, as determined by Seller.

2. **Price.** (a) The prices in the Order are based upon circumstances existing on the date Seller accepted the Order. All charges for (and all subsequent increases in or impositions of) insurance, freight or transportation rates, demurrages, storage costs, port charges (wharfages, re-handling, and other charges), customs or import duties, dumping duties and countervailing duties, surcharges, border taxes, governmental tariffs, and any other charges, taxes, duties, assessments, imposts or other levies of any nature whatsoever, imposed by any private, public, governmental or quasi-governmental agency whether national, state or local, foreign or domestic, whether caused by change in duty classifications, valuations or for any other reason whatsoever, shall be added to and become a part of the Order price and paid by Purchaser hereunder. (b) Freight and insurance charges from Seller's facility or Seller's supply point and Seller's freight handling charges shall be borne by the Purchaser unless otherwise agreed. The freight and handling charges shown on the invoice may include an additional handling charge and/or may not reflect the actual cost of shipping the Goods delivered hereunder. (c) Purchaser shall pay all applicable sales, purchase, use, consumption and excise taxes. If Purchaser's purchases of the Goods are exempt from sales or use tax, Purchaser must furnish the appropriate resale certificates or sales tax exemption numbers. Except as otherwise specifically provided in this Order, all import permits and licenses and the payment of all United States import duties and customs fees shall be the sole responsibility of Purchaser. (d) Where metal is supplied by Purchaser, the weight billed is the weight of coated metal shipped. (e) The pre-painted acknowledgement price covers a specific quantity. If less metal is supplied by Purchaser for painting in one production run than quoted, Seller will adjust the Order price to the appropriate quantity bracket without notifying Purchaser. (f) Orders are subject to re-pricing upon written notice by Seller to Purchaser.

3. **Payment.** (a) Payment shall be made in compliance with Seller's payment terms and such payment shall not be subject to retainage of any description. Payment terms are ½% 10, Net 30. All payments hereunder shall be in US dollars. Seller reserves the right to require prepayment in its sole discretion. Purchaser shall notify Seller in writing of any dispute with any invoice within 30 days from the date of such invoice. Purchaser will be deemed to have accepted all invoices for which Seller does not receive timely notification of dispute and shall pay all undisputed amounts under such invoices. The parties shall seek to resolve such disputes expeditiously and in good faith. Notwithstanding anything to the contrary, Purchaser shall continue performing its obligations under this Agreement during any such dispute, including Purchaser's obligation to pay all due and undisputed invoice amounts in accordance with these Terms. Seller may suspend production, shipments, and delivery and retake possession of any materials furnished until all such payments as are due are paid in full. All payments not made when due shall bear



interest at the rate of 18% per annum from the due date (or the maximum interest rate allowed by the state in which the sale is made whichever is less). If suit is brought by Seller to enforce this agreement, Purchaser shall pay a reasonable attorney's fee to Seller as fixed by the Court, plus other reasonable costs of collection. Failure to pay invoices when due shall make all other outstanding invoices immediately due and payable. The receipt by Seller of part payment of the full amount then due and payable shall not be a waiver of any of Seller's rights set forth herein or provided by law. (b) If, in the sole judgment of Seller, it appears that Purchaser may not be able to make payment when due, or if Purchaser otherwise has not made payment to Seller as required under a different order, Seller shall have the right to suspend manufacture, shipment, or delivery of materials and seek reasonable assurances of Purchaser's ability to make payments. Seller shall resume suspended performance at the time that in its sole judgment adequate assurances have been provided. (c) All deliveries shall be subject to the approval of Seller's Credit Department. Seller reserves the right before making any delivery to require payment in cash or additional security for payment; and if Purchaser fails to comply with such requirements, Seller may terminate this Order.

**4. Shipment and Claims.** (a) Unless otherwise specified in writing, Seller's delivery obligation shall be at Seller's facility. The Goods shall be made available to Purchaser for receipt at Seller's facility during normal business hours after notification is given to Purchaser by Seller that the Goods are ready for pick up. Where warehouse storage is provided by Seller for Purchaser's Goods, Seller is not liable for any metal deterioration. (b) All shipping dates are estimates and are based upon prompt receipt by Seller of all information necessary for completion of the Order and are subject to delays should Seller suspend production, shipments and delivery pursuant to Sections 3(a) or (b) above, or otherwise. (c) Seller shall not be liable, and Purchaser agrees to forego making claims against Seller, for delays in manufacture, shipping, or delivery caused in whole or in part by: delays in receipt of or unavailability of materials, fuel, power or transportation; breakdown of equipment; strikes, lockouts or other differences with employees; local labor shortages; accidents, war, riots, fire, floods, storms, epidemic, acts of God or other casualties; acts of the Purchaser; government action, embargo, allocation, regulation or requirement; any act or neglect of the carrier or any other person not employed by Seller, including without limitation subcontractors, manufacturers, or suppliers of Seller; or other causes beyond Seller's reasonable control whether of a similar or dissimilar nature than those enumerated. (d) If Purchaser does not schedule pick up or unloading at the delivery site within a reasonable time, Seller may assess the costs of delay and shall not be responsible for any additional costs incurred as a result of such a delay. In addition, if, for any reason, this Order is placed on ship hold, (i) Seller shall not be responsible for defects in the primer or finish coat of paint that may be caused by weather conditions, (ii) the Order will be subject to storage charges as billed by Seller, and (iii) Purchaser shall be responsible to make payment for such materials. (e) Purchaser shall accept or reject the Goods by written notice to Seller given promptly upon delivery of the Goods. All claims of any kind or nature must be made within 48 hours of receipt by Purchaser of the Goods. Purchaser is familiar with the nature of the Goods furnished by Seller and agrees that the time period set forth herein for notice of nonconformity is reasonable. All claims must be supported by coil identification and must be in its original size unless otherwise agreed to by Seller. Seller reserves the right to inspect such material upon notification from Purchaser. Inspection and testing by Seller is final and conclusive and shall be binding upon Purchaser. No returns will be accepted or allowances made unless authorized in writing by Seller. Seller shall have satisfactorily performed its obligations hereunder if it supplies an amount with ten percent (10%) more or less than the amount ordered unless otherwise specified. (f) Seller shall not be responsible for spoilage caused by defective metal supplied by Purchaser whether such spoilage occurs at Seller's plant or at Purchaser's plant. Similarly, Seller will not be responsible for deviations in the physical dimensions of Purchaser's material. Although it is the policy of Seller to advise Purchaser should Seller determine that any of Purchaser's material is not suitable for coating, if Seller for any reason runs a portion of Purchaser's material before a defect is detected, Purchaser agrees to pay to Seller for Seller's time and the coatings used. (g) Purchaser acknowledges that the production of pre-painted metal on high-speed coil coating lines and other production equipment has hazards which are caused by imperfections in metal as well as technical problems associated with continuous high-speed coil coating. Purchaser agrees to absorb, without claim, up to three percent (3%) of the coating material shipped per order. (h) Purchaser acknowledges that the inside and outside laps of coils may have a defective finish due to necessary handling and that there may be test marks necessary to maintain quality in each coil. Purchaser agrees that neither of these conditions are cause for rejection.



5. **Risk of Loss, Title, and Security Interest.** Risk of loss and title for the Goods shall pass to Purchaser, subject to any applicable lien rights of Seller at the time of shipment to Purchaser of the Goods. Purchaser must obtain adequate insurance to cover the Goods from the time of risk of loss has passed from Seller. To the extent this Order is for Seller to provide metal painting service only, Purchaser hereby grants to Seller a security interest in the Goods as described more particularly elsewhere in this Order, in all accounts, chattel paper, general intangibles, documents, instruments and causes of action related thereto, and in all proceeds of all of the foregoing in order to secure Purchaser's timely payment of the purchase price hereunder. Cumulative with all other remedies available to Seller in law, at equity, or otherwise, Seller (a) may require Purchaser to assemble the collateral and make it available to Seller at a place designated by it which is reasonably convenient to both parties; (b) shall be entitled to recover all reasonable legal fees and costs incurred by it; and (c) shall have the right to notify customers, account debtors or other obligors of Purchaser that Seller has been granted a security interest in Purchaser's accounts, and to collect such accounts directly. Any notification under this paragraph to Purchaser's customers, account debtors or other obligors by Seller shall constitute and be deemed for all purposes and instruction by Purchaser to said customers, account debtors or other obligors to make payment directly to Seller. In any case where such instruction by Purchaser may be required, Purchaser hereby irrevocably makes, constitutes and appoints Seller and its officers and employees as its true and lawful attorneys in fact, with power to endorse Purchaser's name upon checks, notes, account drafts and other instruments and evidences of payment that may come into Seller's possession in connection herewith. Amounts collected by Seller directly from Purchaser's customers, account debtors or other obligors after notification hereunder shall be applied against the secured obligations. Purchaser shall remain liable for any deficiency remaining unpaid after such application.

6. **Limited Warranty.** Seller warrants that Seller's Goods will comply with the coating manufacturers specifications set out in this Order. If this Order is for metal painting, Seller warrants that the painted metal will materially conform to the specifications set out in this Order and that the coating system and method of application of the coating system will be adequate within established tolerances. Purchaser shall assume all risk and liability resulting from the use of the Goods, including the use of the Goods in manufacturing, construction, or processing, and the use of the Goods in combination with other materials or substances. If Goods sold hereunder are not as warranted, Seller shall, at its option, refund the purchase price for the nonconforming component with method of disposal of such nonconforming component at Seller's direction, or repair or replace such Goods provided Purchaser has given timely written notice of the nonconformity and has given Seller an opportunity to investigate. Seller shall incur no liability for damage, shortages, or other cause alleged to have occurred or existed at or prior to delivery to the carrier unless Purchaser shall have entered full details thereof on its receipt to the carrier and given Seller timely written notice of said nonconformity as detailed above. This warranty shall not apply to Goods that have been subject to mishandling, misuse, neglect, improper assembly, alteration, or repair by Purchaser or the customer of the Purchaser. The Goods sold hereunder shall be subject to Seller's standard manufacturing variations, tolerances and classifications which are published by Seller and will be made available to Purchaser upon request. All painted materials shall be sold subject to tolerances recognized by industry standards. EXCEPT FOR THE FOREGOING EXPRESS WARRANTY, THERE ARE NO OTHER WARRANTIES, WHETHER ORAL OR IN WRITING OR WHETHER EXPRESSED OR IMPLIED BY OPERATION OF LAW OR OTHERWISE, INCLUDING ANY WARRANTY OF MERCHANTABILITY OR ANY IMPLIED WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE.

7. **LIMITATION OF LIABILITY.** IN THE EVENT OF SELLER'S LIABILITY ARISING FROM CLAIMS RELATING TO THE DESIGN, SALE, HANDLING OR USE OF GOODS PURCHASED HEREUNDER AND WHETHER BASED ON CONTRACT, TORT (INCLUDING BUT NOT LIMITED TO NEGLIGENCE AND STRICT LIABILITY) OR OTHERWISE, SUCH LIABILITY WILL BE LIMITED TO \$25,000.00 OR THE PURCHASE PRICE OF THE SPECIFIC NONCONFORMING COMPONENT(S), WHICHEVER AMOUNT IS GREATER. NOTWITHSTANDING ANY STATEMENTS CONTAINED HEREIN TO THE CONTRARY, IN NO EVENT SHALL SELLER BE LIABLE FOR ANY CONSEQUENTIAL OR INCIDENTAL DAMAGES (INCLUDING, WITHOUT LIMITATION, ANY CLAIM FOR DELAY, LOSS OF EFFICIENCY, IMPACT, LOSS OF PRODUCTION OR ANTICIPATED PROFITS) OR LIABILITY INCURRED BY PURCHASER WITH RESPECT TO ANY GOODS OR SERVICES FURNISHED OR TO BE FURNISHED HEREUNDER BY SELLER. IN NO EVENT, REGARDLESS OF THE LEGAL THEORY ON WHICH A REMEDY IS SOUGHT, SHALL



SELLER'S LIABILITY EXCEED THE PURCHASE PRICE OF THE GOODS IN QUESTION. IN THE EVENT PURCHASER DESIRES SELLER TO ASSUME GREATER LIABILITY FOR THE PURCHASED GOODS, A CHOICE IS HEREBY GIVEN OF OBTAINING FULL OR LIMITED LIABILITY BY PAYING AN ADDITIONAL NEGOTIATED AMOUNT PROPORTIONED TO THE RESPONSIBILITY, AND AN ADDITIONAL WRITTEN RIDER SHALL BE ATTACHED TO THIS AGREEMENT SETTING FORTH THE ADDITIONAL LIABILITY OF SELLER AND THE ADDITIONAL CHARGE. THIS CHARGE IS NOT TO BE CONSIDERED AS BEING A CHARGE FOR INSURANCE OF ANY TYPE, BUT IS INCREASED CONSIDERATION FOR THE GREATER LIABILITY INVOLVED.

8. **Indemnification.** Purchaser agrees to indemnify, defend, and hold harmless, Seller, its affiliates, and their officers, directors, employees and representatives from and against any and all claims and liability for injuries or loss to persons or property, or fines, or other damages, including all costs, expenses, legal and otherwise, arising from or relating to in whole or in part the Goods sold hereunder, any use or possession of the Goods sold hereunder, or any fraud, misrepresentation, negligent act, negligent failure to act (including the failure to properly store or handle material), gross negligence, or violation of statute or government regulation, by the Purchaser.

9. **Limitation Period.** No claim, cause of action, or suit relating to this Order shall be brought by Purchaser against Seller after the expiration of one year from the date of delivery of materials. This provision shall not be construed reciprocally against Seller in any action or suit brought by Seller against Purchaser.

10. **Compliance with Law.** Purchaser shall at all times comply with all laws applicable to the operation of its business, this Agreement, Purchaser's performance of its obligations hereunder, and Purchaser's use of the Goods. Without limiting the generality of the foregoing, Purchaser shall (a) at its own expense, maintain all certifications, credentials, licenses, and permits necessary to conduct its business relating to the purchase or use of the Goods and (b) not engage in any activity or transaction involving the Goods, by way of shipment, use, or otherwise, that violates any law.

11. **Termination.** In addition to any remedies that may be provided under these Terms, Seller may terminate this Agreement with immediate effect upon written notice to Purchaser, if Purchaser: (i) fails to pay any amount when due under this Agreement and such failure continues for 30 days after Purchaser's receipt of written notice of nonpayment; (ii) has not otherwise performed or complied with any of these Terms, in whole or in part; or (iii) becomes insolvent, files a petition for bankruptcy or commences or has commenced against it proceedings relating to bankruptcy, receivership, reorganization or assignment for the benefit of creditors.

12. **Confidentiality.** All non-public, confidential, or proprietary information of Seller, including but not limited to specifications, samples, patterns, designs, plans, drawings, documents, data, business operations, customer lists, pricing, discounts, or rebates, disclosed by Seller to Purchaser, whether disclosed orally or disclosed or accessed in written, electronic, or other form or media, and whether or not marked, designated, or otherwise identified as "confidential" in connection with this Agreement is confidential, solely for the use of performing this Agreement and may not be disclosed or copied unless authorized in advance by Seller in writing. Upon Seller's request, Purchaser shall promptly return all documents and other materials received from Seller. Seller shall be entitled to injunctive relief for any violation of this Section. This Section does not apply to information that is: (a) in the public domain; (b) known to Purchaser at the time of disclosure; or (c) rightfully obtained by Purchaser on a non-confidential basis from a third party.

13. **Force Majeure.** Neither Party shall be liable or responsible to the other Party, nor be deemed to have defaulted under or breached this Agreement, for any failure or delay in fulfilling or performing any term of this Agreement (except for any obligations to make payments to the other party hereunder), when and to the extent such failure or delay is caused by or results from acts beyond the impacted Party's ("**Impacted Party**") reasonable control, including, the following force majeure events ("**Force Majeure Events**"): (a) acts of God; (b) flood, fire, earthquake, or explosion; (c) war, invasion, hostilities (whether war is declared or not), terrorist threats or acts, riot or other civil unrest; (d) order or action by any governmental authority or requirements of law; (e) embargoes or

blockades in effect on or after the date of this Agreement; (f) national or regional emergency; (g) strikes, labor stoppages or slowdowns, or other industrial disturbances; (h) telecommunication breakdowns, power outages or shortages, lack of warehouse or storage space, inadequate transportation services, or inability or delay in obtaining supplies of adequate or suitable materials; and (i) other events beyond the reasonable control of the Impacted Party.

**14. Severability; Assignment; Relationship of the Parties; and No Third-Party Beneficiaries.** In the event that any provision of these terms and conditions shall be deemed illegal, unenforceable, or null and void, all remaining provisions shall remain in full force and effect. Purchaser may not assign its rights or interest or delegate its duties under this Order without the prior written consent of Seller. It is understood that Purchaser is an independent contractor and that no agency relationship at law or in fact exists between Purchaser and Seller. It is further understood that neither Seller nor Purchaser intend for this Order to benefit any third party or class of persons and there are no intended third-party beneficiaries to this Order.

**15. Waiver.** If at any time during its performance of its obligations under this Order Seller fails to assert any rights or remedies available under the terms of this Order, or waiver of the rights or remedies available to a party by a course of dealing or otherwise, Seller's failure shall not be deemed to be a waiver of Seller's ability to assert those rights or remedies at any other time during its performance under this Order and shall not be deemed to be a waiver of any other right or remedy under this Order. Seller's remedies shall all be cumulative and in addition to any other or further remedies available in law, at equity or otherwise.

**16. Applicable Law.** The construction, interpretation and performance of this Order and all transactions hereunder shall be governed by the laws of the State of Washington without regard to its choice of law principles. Purchaser and Seller agree to submit to the exclusive personal jurisdiction and venue of the State and/or Federal Courts located in Clark County, Washington for resolution of all disputes arising out of, or related to, the transactions governed by these Terms, and waive the claim or defense that such courts constitute an inconvenient forum.

**17. No Publicity.** Purchaser shall not issue or release any announcement, statement, press release, or other publicity or marketing materials relating to the Order, or otherwise use Seller's trademarks, service marks, trade names, logos, symbols, or brand names without the prior written consent of Seller.

**18. Notices.** All notices shall be in writing and addressed to the parties at the addresses set forth on the face of the Order Confirmation or to such other address for either party as that party may designate by written notice. All notices must be delivered by nationally recognized overnight courier, or certified or registered mail (in each case, return receipt requested).

**19. Anti-Bribery and Corruption.** (a) The Purchaser represents, warrants and undertakes, and continues to represent, warrant and undertake throughout the duration of these Terms, that (i) the Purchaser and its directors, officers, employees, suppliers, agents and representatives ("**Personnel**") will comply with all laws relating to anti-bribery and corruption in the jurisdictions in which it operates ("**ABC Laws**"); (ii) the Purchaser shall take reasonable steps to ensure that all of its employees, agents, contractors, suppliers, and representatives comply with all ABC Laws; and (iii) the Purchaser has been provided with the BlueScope Supplier Code of Conduct ("**Supplier Code**") which is also available on Seller's website, has read and understands the requirements stated therein, and will comply with the same. (b) Breach of any part of Clause 19(a) is a material breach for the purposes of termination.

**20. Modern Slavery.** "**Modern Slavery**" means any activity, practice or conduct that would constitute an offence in relation to slavery, forced labor, involuntary servitude, debt bondage, human trafficking, and other slavery-like exploitation as prohibited under the Modern Slavery Act 2018 (Cth), the Criminal Code Act 1995 (Cth), sch 1, divisions 270 and 271 and Modern Slavery Act 2018 (NSW). For the avoidance of doubt, Modern Slavery includes any conditions or practices similar to those prohibited under those laws, statutes, regulations and codes. (a) The Purchaser represents, warrants and undertakes, and continues to represent, warrant and undertake

throughout the duration of these Terms: (i) that neither the Purchaser nor any of its directors, officers, employees, agents, representatives, contractors or subcontractors engage in Modern Slavery; and (ii) to comply with all Modern Slavery reporting requirements applicable to it. (b) The Purchaser acknowledges that Seller has corporate reporting requirements with regard to Modern Slavery and, at the reasonable request of Seller, the Purchaser will confirm in writing that it has complied with its undertakings under this Clause 20 and will provide any information reasonably requested by Seller in support of such compliance. (c) Breach of any part of Clause 20 is a material breach for the purposes of termination.

**21. Trade Sanctions. "Sanctioned Entity"** means an entity that is the subject of sanctions imposed by Sanctions Laws. **"Sanctioned Individual"** means a natural person who is the subject of sanctions imposed by Sanctions Laws. **"Sanctions Laws"** means all applicable financial, economic and trade sanctions (whether primary or secondary), and export controls laws and regulations (or any similar restrictions) imposed by the United Nations or the governments of Australia, the United Kingdom, European Union, the United States of America and any other country with jurisdiction over any transaction or activity contemplated by these Terms. (a) Purchaser represents, warrants and undertakes, and continues to represent, warrant and undertake throughout the duration of these Terms, that (i) Purchaser will comply with all Sanctions Laws applicable to it; (ii) Purchaser shall not, without Seller's prior written consent, supply to Seller any Goods or services sourced in whole or in part, which are (1) in contravention of Sanctions Laws; (2) from a Sanctioned Entity; or (3) from a Sanctioned Individual; and (iii) Purchaser is not, and is in no way connected with, a Sanctioned Entity or a Sanctioned Individual. (b) In the event that the Purchaser or any of its shareholders or subsidiaries (or any of it or its shareholders' or subsidiaries' directors, officers, employees, agents or subsidiaries) is designated under Sanctions Laws and becomes a Sanctioned Party (or is owned or controlled by, or is acting on behalf of, a person or entity that is designated under Sanctions Laws and becomes a Sanctioned Party), then Seller may terminate these Terms with immediate effect by providing written notice of termination to the Purchaser. (c) Notwithstanding any other provision of these Terms, as a consequence of termination under Clause 21(b), Seller shall not (i) be liable to deliver any further Goods (including Goods in transit) or perform any services; or (ii) be liable for any loss or damage or other costs or expenses of any kind whatsoever that Purchaser may suffer as a result of such termination. (d) The Purchaser will immediately notify Seller in writing if it becomes aware or suspects that any of the representations, warranties and undertakings in Clause 21(a) are false; and/or it or any of its Personnel breaches or may have breached the representations, warranties and undertakings in Clause 21(a). (e) Notification under Clause 21(d) will be sufficient if and only if the notification sets out adequate particulars of the breach or suspected breach and the notification sets out what steps the Purchaser is taking to investigate the breach or potential breach. (f) At Seller's request, the Purchaser must provide details of the steps it is taking to investigate the breach or potential breach. (g) If the Purchaser is in breach of any part of Clause 21(a) or Seller has reasonable grounds to suspect such a breach, without prejudice to any other remedy which Seller may have, Seller may immediately terminate these Terms for breach by providing written notice of termination to the Purchaser. (h) The Purchaser shall indemnify Seller for any cost, loss, expense, damage, claim or liability whatsoever (including legal and other professional expenses) arising from or related to breach by the Purchaser of any representation or warranty made under Clause 21(a). (i) Any rights of termination under Clauses 21(b) and 21(g) are in addition to any other right of termination Seller may have under these Terms or at law.