



Terms and Conditions

Any sale pursuant to your purchase order is expressly limited to and made conditional upon the terms and conditions herein. Any of your terms, in addition to or different from those contained herein, whether added to this form or contained in any purchase order, acknowledgment or confirmation prepared by you, are hereby objected to and shall be of no effect. Your acceptance of any goods shall be deemed acceptance of these terms of sale. All purchase orders are subject to acceptance by Flack Global Metals and shall become binding only upon express confirmation from Flack Global Metals or shipment of the applicable goods.

Any shipments of your order may be made for weights or quantities that are plus or minus the ordered weight or quantity pursuant to customary industry practices as follows:

100 tons or more	+/- 10%
10 tons- 99 tons	+/- 20%
Less than 10 tons	+/- 30%

You agree to accept and pay for such shipments as a conforming delivery of the ordered goods.

A full weight coil, with or without welds, is any coil weighing more than 60% of the specified or required maximum coil weight which is agreed to by you and Flack Global Metals on the basis of mill normal coil weight production practice. Flack Global Metals will not accept purchase orders for a minimum coil weight or exact weight coils.

Light weight coils accruing from production will be shipped up to 20% of the ordered item weight. A light weight coil is any coil between 35% and 60% of the specified or required maximum coil weight.

While we will use our reasonable efforts to ship your order in accordance with requested delivery dates, it is agreed that all delivery dates are approximate. We will not have failed to make timely delivery due to any delays arising from factors beyond our control, including delivery delays caused by steel mill or other suppliers, acts of God, severe weather conditions, fires, floods, strikes, work stoppages, equipment failure, accidents, allocations, or other controls or regulations, of federal, state or local government, shortages of transportation, fuels, materials or labor, permanent or temporary mill closing, or any other cause beyond our reasonable control.

If, due to any change in applicable law or regulations or the interpretation thereof by any court of law or other governing body or any trade restrictions or governmental directives subsequent to the date hereof, performance hereunder by Flack Global Metals is no longer in its business interest or the performance of Flack Global Metals is otherwise adversely affected, the parties hereto shall negotiate in good faith amendments to the pricing and other terms hereof in a manner agreeable to both parties.

Upon delivery to a common carrier or to you or your agents of any goods sold hereunder, risk of loss or damage to such goods shall pass to you, and we shall have no further liability therefor other than passing through to you the written certifications or warranties of the supplier of such goods.

You shall visually inspect the goods upon delivery and shall notify us in writing within thirty (30) days of your receipt of the goods of any defects, non-conformities or other claims, including identification information such as coil number. Without limiting the foregoing, you shall notify us of any transit-related damage or other external visual damage upon receipt, note

such damage on the courier's bill of lading and document such damage via photos (including photos of the coils on the trucks to the extent feasible).

Notwithstanding the foregoing, with respect to any painted/coated coils, you shall have ninety (90) days of receipt to notify us of any defects so long as you start processing such coils as contemplated below within such 90-day period in order to identify any latent defects or damage.

Before rejecting any goods, you shall process at least 10% of such goods to determine if any defects initially identified clear up during such processing. If the defects have not cleared after such processing, you shall stop processing and reject the coil.

We will use reasonable commercial efforts to resolve to our mutual satisfaction any such claims as promptly as possible so long as the goods relating to such claims are held intact and properly protected, unless instructed otherwise by us, pending our inspection. Resolution of claims will be subject to the inspection and conclusions of the supplying mill, a qualified metallurgical engineer or appropriate testing, as reasonably determined in good faith by Flack Global Metals. Regretfully, if you fail to notify us of any non-conformance within thirty (30) days (or ninety (90) days for painted/coated coils) of receipt of any goods or if the goods are not maintained in the condition when received by you, you will be deemed to have accepted all of such goods and waived all claims with respect to any defects or non-conformance.

No further claims may be made. We reserve the right to charge for any costs, including freight and trans shipments, of any returned goods for which a claim was not allowed.

Your unfilled purchase order may be cancelled in whole or in part by you provided that all of the following conditions are met: (1) you have delivered to us your written cancellation specifying the specific goods for which the purchase order is being cancelled; (2) we have acknowledged in writing receipt of such cancellation and advised you that we have successfully cancelled any purchases or orders we have made in reliance on your purchase order and (3) you have paid all our costs incurred in connection with such cancellation. In the event that you wish to cancel your purchase order, we will use reasonable efforts to cancel all obligations we have incurred, but cannot guarantee that we will be successful or that the costs of such cancellation will be nominal. Without limiting the foregoing, if you cancel or modify your purchase order after it is accepted by us, you agree to reimburse us for the cost of any material purchased and/or processed exclusively in connection with your purchase order prior to the time of cancellation or modification.

You agree to purchase and pay for all metal and other goods sold and to be delivered to you pursuant to your purchase order to the extent not cancelled pursuant to these terms. You shall pay all invoices on the following payment terms: 0.5%/10 Net 30. We will credit your account for net proceeds, if any, not exceeding your price, of any final and fully paid resale by us of goods for which you fail to pay, less the aggregate amount of the cost of such goods, our costs of reselling such goods and our profit margin. A finance charge of the lesser of 1-1/2% per month, 18% annual percentage rate, or the highest rate permitted by law, shall be charged on all amounts unpaid five (5) days after due date. Any credits to your account shall be applied to future purchases. If we have to take legal action to collect any amounts due, you shall pay all court costs including attorneys' fees incurred by us in bringing such action.

You agree to release for shipment any metal or other goods set forth in your purchase order as follows (i) with respect to materials purchased as bare to be coated or further processed based on your requested

specifications, within ninety (90) days after Flack Global Metals' initial receipt of such bare materials or (ii) with respect to any other materials, sixty (60) days after the date on which Flack Global Metals notifies you such metal or other goods are ready for shipment. If such metal or goods are not released for shipment by such date, Flack Global Metals will invoice you for such metal or other goods and such invoice shall be payable in accordance with the prior paragraph. Without limiting the foregoing, you shall provide Flack Global Metals with processing instructions within 30 days of Flack Global Metals' initial receipt.

Flack Global Metals warrants only that the goods sold hereunder will conform to the specifications agreed to in writing by Flack Global Metals. Any references to ASTM standards shall be deemed to be to the version of such standards currently in effect.

All written certifications and warranties given by the supplier of such goods shall be passed through and/or assigned to you to the extent permitted with respect to the goods sold under any purchase order. Other than such written certifications and warranties and the limited warranty in the prior paragraph, all goods are sold "**AS IS**". No agent or representative of Flack Global Metals is authorized to change the warranty set forth herein or to give any other warranty, express or implied. All goods, including those produced to meet an exact specification, dimension, weight, or straightness, are subject to the producer's mill tolerances and variations in surface and internal conditions in respect to dimension, weight, straightness, section composition and mechanical or physical properties, and to normal variations in surface and internal conditions and in quality; to deviations from tolerance and variations consistent with practical testing and inspection methods; and to regular industry practice on over and under shipment. Unless otherwise noted, master coils will yield ninety-seven percent (97%) good product while slit and/or cut-to-length will yield ninety five percent (95%) good product. Standard shipping tolerance is understood to be plus or minus ten percent (10%) of ordered quantity. **THE ABOVE IS THE ONLY WARRANTY GIVEN BY US. THERE ARE NO OTHER REPRESENTATIONS OR WARRANTIES GIVEN BY US, EXPRESS, IMPLIED OR STATUTORY. THERE ARE NO WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE THAT APPLY TO ANY GOODS SOLD HEREUNDER, WHICH WARRANTIES ARE HEREBY SPECIFICALLY EXCLUDED.**

Your exclusive remedies with respect to any goods furnished hereunder that are found to be defective or otherwise not in conformity with any certification or warranty shall be limited to, at our sole option (a) replacement of any defective or non-conforming goods, (b) a credit to your account for so much of the purchase price as relates to any defective or non-conforming goods or (c) a refund to you of the purchase price for any defective or non-conforming goods. In order to be entitled to the foregoing exclusive remedies, you must (i) notify Flack Global Metals in writing of any non-conformance or defects as provided for herein and (ii), unless otherwise agreed to by Flack Global Metals, return all non-conforming or defective goods to Flack Global Metals. Without limiting anything set forth herein, upon becoming aware of any goods that are non-conforming or otherwise defective, you shall immediately notify Flack Global in writing and cease further processing of such goods. With respect to any painted/coated coils, you shall process at least 10% of such coil to determine if there are any latent defects or damage. If any damage or defects are identified during such processing and do not clear during such processing you shall cease further processing.

You shall not be entitled to the foregoing remedies with respect to goods that you continue to process after becoming aware of any non-conformity or defect. You further agree to use commercially reasonable efforts to frequently monitor for non-conformities and defects in connection with your processing of the goods.

The warranty provided herein shall not be effective if Flack Global Metals has determined that the Buyer has misused the goods in any manner, has failed to use the goods in accordance with industry standards and practices or has failed to use the goods in accordance with the instructions, if any, furnished by Flack Global Metals.

Our liability with respect to any breach hereunder or relating to any goods sold pursuant hereto, shall in no event exceed the amount paid by you for any defective or non-conforming goods.

Under no circumstances shall we be liable for any special, punitive, indirect, incidental or consequential damages or for any claims for lost profits.

In the event of a claim or legal action by you for any reason whatsoever, you will have no right to set-off or to withhold any payments due to Flack Global Metals and shall pay the total amounts invoiced by Flack Global Metals. In order to process such claim, you shall collect and provide Flack Global Metals with all supporting documentation of the claim. You shall have no right either to any payment for, or process of, any claim if there is any outstanding debt owing to Flack Global Metals.

This instrument constitutes the entire and only agreement between the parties hereto and any negotiations, representations, affirmations of fact, and courses of prior dealings, promises or conditions in connection therewith, if not expressly incorporated herein, shall not be binding upon us. No waiver, alteration or modification of any of the provisions hereof shall be binding unless in writing and signed by a specifically authorized representative of us. No failure or delay by Flack Global Metals in exercising any right, power or privilege hereunder shall operate as a waiver thereof, nor shall any single or partial exercise preclude any other or further exercise thereof or the exercise of any other right, power or privilege hereunder.

These terms and this sale shall be governed by the laws of the State of Delaware. It is specifically agreed that the United Nations Convention on Contracts for the International Sale of Goods shall not apply. You hereby consent to the personal jurisdiction and venue of the federal and state courts located in Cuyahoga County, Ohio and such courts shall have the exclusive jurisdiction to hear and determine any claims or disputes between the parties pertaining to or arising out of these terms or the sale. In no event may any claim by you arising from or relating to any order or sale of any goods referenced herein be brought more than one year after the date of delivery or the date such claim arose, whichever shall be earlier.

If any term or condition set forth herein is invalid, illegal or incapable of being enforced by any rule of law or public policy, all other terms and conditions hereunder shall nevertheless remain in full force and effect so long as the economic or legal substance of the transactions contemplated hereby is not affected in any adverse manner to either party hereto. Upon such determination that any term or condition is invalid, illegal or incapable of being enforced, the parties shall negotiate in good faith to modify such term or condition so as to effect the original intent of the parties as closely as possible in an acceptable matter, to the end that the transactions contemplated hereby may be fulfilled to the extent possible.