

American Alloy Procurement Terms and Conditions dated 16th August 2021

These terms and conditions ("Terms and Conditions") shall apply to all purchases of goods, labor, services, or combinations thereof made by any of the affiliated companies and businesses of American Alloy, LLC. (collectively "Buyer") from you ("Seller") and are incorporated into the Purchase Order between Buyer and Seller. To the extent the terms of the Purchase Order are different from these Terms and Conditions, the terms of the Purchase Order shall control.

1. Acceptance. The terms of the Purchase Order are limited to the Terms and Conditions set forth in this document and any terms in the Purchase Order itself. **ANY TERMS AND CONDITIONS CONTAINED IN A PROPOSAL, QUOTATION, ACKNOWLEDGEMENT, OR INVOICE OF SELLER SHALL NOT CONSTITUTE A PART OF THE CONTRACT OF SALE RESULTING AND ARE HEREBY REJECTED UNLESS SUCH TERMS AND CONDITIONS ARE SPECIFICALLY AGREED TO IN A WRITING SIGNED BY AN AUTHORIZED REPRESENTATIVE OF BUYER'S PURCHASING DEPARTMENT.** Any purported acceptance or acknowledgment containing additional or different terms or conditions shall constitute an acceptance of the Terms and Conditions contained in this document notwithstanding such additional or different terms or conditions. In any event, Seller's commencement of performance hereunder in response to Buyer's order shall constitute unconditional acceptance of the Terms and Conditions set forth in this document and any additional or different terms contained in any acknowledgement, delivery receipt or invoice form submitted by Seller shall not constitute any part of the contract of sale resulting from Seller's acceptance.

2. Assignment. Seller shall not assign or delegate any Purchase Order, in whole or in part, without Buyer's prior written consent and any attempted assignment or delegation by Seller without such written consent shall be void. Buyer reserves the right to assign any Purchase Order to Buyer's successors or affiliates.

3. Cancellation. Buyer may cancel a Purchase Order, in whole or in part, by written notice to Seller and without prejudice to any other rights or remedies which Buyer may have, upon the occurrence of (a) Seller's default of any provision or requirement of a Purchase Order or (b) Seller's suspension of business, insolvency, reorganization or arrangement or liquidation proceedings, assignment for the benefit of creditors, or Seller's having been adjudged bankrupt. In the event of such cancellation, Buyer may complete the performance of the Purchase Order by such means as Buyer selects, and Seller shall be responsible for any additional costs incurred by Buyer in so doing. Seller shall promptly deliver or assign to Buyer any work in progress as Buyer may request. Any amounts due Seller for goods and services completed by Seller in full compliance with any applicable Purchase Order prior to such cancellation shall be subject to setoff of Buyer's additional costs incurred in completing the Purchase Order and other damages incurred by Buyer as a result of Seller's default. In addition to any other remedies available to Buyer, Buyer may deduct, recoup and set off any amounts that Buyer at any time owes to Seller from and against any damages or other amounts that Seller or any affiliate of Seller then owes to Buyer, whether under a Purchase Order or otherwise and whether or not Seller shall have assigned to another ("Assignee") its rights to receive amounts that Buyer is required to pay under the Purchase Order or other agreement. Buyer may cancel a Purchase Order, in whole or in part, for convenience. If a Purchase Order is cancelled for convenience, Seller shall be compensated proportionately to the extent that goods have been shipped or services rendered prior to the effective date of cancellation, such amount not to exceed the purchase price of such item. Other than to this extent, Buyer shall not be liable to Seller for any damages on account of its failure to accept all of the goods or services ordered.

4. Changes. Buyer shall have the right, at any time, by written notice to Seller (the "Change Notice") to make changes to the specifications, drawings, designs, quantities and/or delivery schedules as to any goods or services covered by any Purchase Order. If Seller believes that such change affects the price or delivery date for such goods or services, Seller shall so notify Buyer in writing (with adequate supporting documentation) within ten (10) business days after receipt of the Change Notice and Seller shall suspend implementation of the change until Buyer and Seller shall mutually agree in writing upon an equitable adjustment in the price and/or delivery date. Seller's request for any adjustments shall be waived unless submitted to Buyer in writing within such ten (10) business days following Buyer's Change Notice. Seller shall not suspend performance of the unaffected portion of any applicable Purchase Order while Buyer and Seller are in the process of making such changes and any related adjustments, or at any time thereafter unless so instructed in writing by Buyer. No substitutions shall be made in any Purchase Order without the prior written authority of Buyer.

5. Disclaimer of Damages. IN NO EVENT SHALL BUYER BE LIABLE FOR ANY TYPE OF INCIDENTAL, CONSEQUENTIAL, SPECIAL, OR INDIRECT DAMAGES, WHETHER SUCH DAMAGES ARISE OUT OF OR RESULT FROM BREACH OF CONTRACT, WARRANTY, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY OR OTHERWISE, WHETHER OR NOT BUYER HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. SUCH DAMAGES SHALL INCLUDE BUT NOT BE LIMITED TO LOSS OF PROFITS OR REVENUES.

6. Electronic Commerce. At Buyer's request, Buyer and Seller will facilitate business transactions by electronically transmitting data. Any data digitally signed pursuant to this Section and electronically transmitted will be as legally sufficient as a written, signed, paper document exchanged between the parties, notwithstanding any legal requirement that the data be in writing or signed.

7. Entire Agreement. These Terms and Conditions together with the applicable Purchase Order comprise the entire agreement between Buyer and Seller related to the subject hereof and supersede all other agreements, understandings and communications between Buyer and Seller relating thereto. No agreement modifying the conditions or terms of any Purchase Order shall be binding upon Buyer nor will extra compensation be paid by Buyer unless such modification or understanding is in a confirming writing signed by Buyer.

8. Export and Import Requirements. Seller shall, at its expense, comply with all applicable customs requirements. Upon request, Seller shall promptly furnish Buyer copies of customs information and documentation. Seller is solely responsible for complying with all technical compliance and country of origin requirements of each country into which the goods are to be delivered.

9. F.O.B. Title and Risk of Loss. Unless otherwise specified in writing by Buyer, title and risk of loss, or damage, to goods and services delivered hereunder shall pass to Buyer upon receipt by Buyer at Buyer's F.O.B. location or F.O.B. point as may be designated in the Purchase Order. Notwithstanding the foregoing, Buyer retains title to any scrap or other material supplied to Seller hereunder for toll services. Seller expressly agrees that it shall not grant any security interest to any party with respect to any scrap or other material supplied to Seller for toll services hereunder.

10. Force Majeure. Buyer may, without liability, delay delivery or acceptance of goods or services by reason of causes beyond its control. Seller shall hold such goods at the direction of Buyer and shall deliver them when the cause of the delay has been resolved. Buyer shall be responsible only for Seller's direct

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additional storage costs, if any, in holding the goods or delaying performance of the agreement at Buyer's request. Seller shall be excused if delivery is delayed by the occurrence of events beyond Seller's control and which were unforeseen and unforeseeable events, provided Seller notifies Buyer in writing of such events as soon as they occur, and gives Buyer its best estimate of revised delivery dates. If any delay exceeds 30 days from the original delivery date, Buyer may cancel any affected order without any liability. If Seller's production is only partially restricted or delayed, Seller shall use its best efforts to accommodate the requirements of Buyer, including giving any affected order priority over those of other customers whenever possible.

11. Governing Law. The parties agree that the Purchase Order and these Terms and Conditions shall be governed by and construed in accordance with the laws applicable within the city, state or province of the Buyer's location as noted on the Purchase Order, without giving effect to any conflicts or choice of law provisions.

12. Government Compliance. Seller represents and warrants that all goods and services furnished under the Purchase Order are made, produced, purchased, sold, labeled, marked, and/or certified in accordance with all applicable federal, state, provincial and local laws, regulations, and orders, including without limitation, laws regulating hazardous or toxic substances, chemicals, materials, or waste. In addition, Seller shall also comply with all applicable environmental, health and safety policies of Buyer as instructed by Buyer.

13. Indemnification. Seller agrees to defend, indemnify and hold Buyer and its customers harmless from and against all claims, costs, demands, expenses, fees (including but not limited to reasonable attorneys' fees which fees shall include hourly charges of in-house legal staff at rates of comparable experienced counsel in the same geographic region, "Legal Fees"), judgments and liabilities for any personal injuries, including death, or property loss or damage arising out of, relating to, or in any manner connected with (a) any breach of these Terms and Conditions and/or the Purchase Order (b) any claim against Buyer resulting from or arising out of the negligent, reckless or willful conduct of Seller, its servants, employees, suppliers, agents or representatives (c) performance of the Purchase Order hereunder and (d) any claim that Seller's goods infringe any intellectual property right of any person (including but not limited to any right in a patent, copyright, trade secret, industrial design, trademark or based on misappropriation or wrongful use of information or documents), directly or indirectly, by reason of its purchase, use or sale, either alone, or in combination with, any other materials or equipment; *provided, however,* Seller shall not be obligated to indemnify Buyer to the extent the injury or damage is caused by the negligent or willful misconduct of Buyer. Buyer shall be entitled to all costs, expenses, and fees, including Legal Fees, reasonably incurred in connection with the enforcement of this provision.

14. Inspection/Rejection. Payment for the goods and services ordered hereunder shall not constitute acceptance thereof. All goods and services are subject to Buyer's inspection. In addition to any other rights Buyer may have, Buyer may reject any goods or services (or tender thereof) which do not conform strictly to all of the requirements of the Purchase Order. If materials are rejected, Buyer shall so notify Seller, and Buyer, at its option and at the expense and risk of Seller, may either return such rejected materials to Seller or hold them for such disposal as Seller shall reasonably direct. If required by Buyer, Seller shall supply satisfactory evidence of the kind and quality of material purchased.

15. Insurance. Seller shall maintain in effect, at Seller's expense, adequate insurance coverage protecting both Seller and Buyer from any and all claims and liabilities for property damage, personal injury, death, and economic damage, to any person, that arises from the goods or their use or the performance of the services

or any activities connected with the services. Seller shall also maintain in effect, at Seller's expense, adequate employer's liability, and worker's compensation insurance. All insurance required hereunder shall be of the types and in amounts, and shall contain endorsements, and shall be issued by financially sound insurers reasonably satisfactory to Buyer. Upon Buyer's request, Seller shall cause Buyer to be named as an additional insured under any or all of the policies and shall cause each insurer to agree not to cancel or materially modify the policies without giving Buyer at least 30 days prior written notice and Seller shall furnish to Buyer certificates evidencing compliance with the foregoing.

16. Invoice and Payment. Seller shall issue to Buyer a separate invoice for each delivery. Payment will be made net 30 after receipt of goods and services and correct invoice. Unless freight or other charges are itemized, any discount shall be taken on the full invoice amount. Payment due date, including discount periods, shall be computed from the date of receipt of goods and services or correct invoice, whichever is later.

17. Nondisclosure and Ownership of Information. If Buyer discloses or grants Seller access to any research, development, technical, economic or business information or "know-how" of a confidential nature, whether reduced to writing or not, Seller agrees, as a condition of receiving such information, that without Buyer's prior written consent Seller will not use or disclose any such information to any person at any time except as may be strictly necessary for the performance of the Purchase Orders for Buyer. All intellectual property rights in any designs, drawings or other technical or business information which Buyer supplies to Seller shall remain the sole and exclusive property of Buyer.

18. Prices. Seller represents and warrants that the prices, and other terms relating to the goods and/or services sold to Buyer hereunder are no less favorable than those currently extended to any other customer for the same or similar articles. If Seller reduces its price or grants more favorable terms for such goods or services during the term of an applicable Purchase Order, Seller agrees to correspondingly reduce the prices or terms to Buyer. Prices are firm unless provision is made for escalation on the Purchase Order.

19. Relationship of Parties. The relationship between Seller and Buyer is and will be that of Seller and Buyer and not a joint venture, partnership, principal-agent, broker, sales representative, or franchise relationship.

20. Remedies. The remedies stated herein shall be cumulative and additional to any other or further remedies provided at law or in equity.

21. Severability. If any provision of these Terms and Conditions or any resulting Purchase Order are found by a court of competent jurisdiction to be prohibited or unenforceable, such provision shall be ineffective only to the extent of such prohibition or unenforceability, and such prohibition or unenforceability shall not invalidate the balance of such provision to the extent it is not prohibited or unenforceable, nor invalidate the other provisions hereof, all of which shall be liberally construed in favor of Buyer in order to effect the provisions hereof.

22. Site Inspections. Buyer's employees or agents may at any reasonable time during Seller's normal business hours enter Seller's premises (or any other location) to inspect and test the goods and services, Seller's manufacturing process and any raw materials or work-in-process that Seller will use in the manufacture of the goods or performance of the services for the purpose of confirming Seller's compliance with the requirements of the Purchase Order.

23. Spare Parts. Seller shall provide the following for each component of goods supplied: (a) manufacturers' identity and part number, (b) subcontractor's name and address for all major components assembled or fabricated by a person other than Seller;

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(c) layout, assembly, component, and parts detail drawings; and (d) a spare parts list indicating manufacturer's part numbers and prices. Seller warrants that spare parts will be free from defects in design, material and workmanship for a period equal to that provided in the warranty for the goods commencing on the date of installation and will replace same, at Seller's expense, in the event of failure under normal operating conditions. Seller agrees to accept the return of spare parts at any time that said spare parts are being offered for sale by Seller and refund to Buyer, the actual purchase price less ten percent (10%) for handling. In the event Seller no longer offers said spare parts for sale, Seller shall use commercially reasonable efforts to obtain for Buyer the right to purchase said spare parts direct in the event approval of Seller is required.

24. Taxes. Seller shall be responsible for all taxes assessed upon Seller in connection with this transaction.

25. Time is of the Essence. Time is of the essence with respect to Seller's obligations hereunder. Seller acknowledges that the good purchased are needed to fulfill commitments of Buyer's schedule to its customers. Delayed delivery by Seller may result in damages being assessed to Buyer for which Seller will be liable.

26. Third Party Arrangements. (i) Buyer may allow a third party, other than a direct competitor of Seller to use or access any goods hereunder that are software, or any part thereof for purposes related to the development, integration, enhancement, implementation, operation and/or maintenance of application programs to be used by Buyer in combination with the software; provided that (a) prior to such third party's using or accessing the software or part thereof, the third party shall sign a non-disclosure and confidentiality agreement containing obligations similar to those set out in this Purchase Order; and (b) Buyer ensures that each such third party uses the software or part thereof strictly in accordance with the terms of this Purchase Order. A direct competitor of Seller means a corporation or other entity that markets, distributes or licenses software products that are offered as an alternative to the software.

(ii) Buyer may, with Seller's prior written consent which shall not be unreasonably withheld, conditioned or delayed, permit a third party engaged in the business of providing outsourcing services ("Outsourcing Company"), to access and operate any goods hereunder that are software for and on behalf of Buyer in accordance with the terms of the outsourcing agreement executed by Buyer and the Outsourcing Company subject to execution of an appropriate non-disclosure and confidentiality agreement.

27. Tooling and Materials. Title to, and right to immediate possession of, all tooling and materials furnished by Buyer to Seller, or purchased by Buyer from Seller hereunder, shall remain with Buyer. Buyer does not guarantee the quality or suitability of such tooling or materials. Tooling subject hereto shall be maintained in good condition and must be permanently identified as the property of Buyer and shall be used solely in the performance of work ordered by Buyer. Seller shall maintain an inventory control of all such tooling and materials and such items shall not be commingled with property belonging to Seller or others, except as such material may be incorporated into or attached to supplies, consumed, or expended in the performance of this order. If Seller fails or refuses to return Buyer's tooling or materials on demand, Buyer shall be entitled to recover all costs in connection with securing possession of such tooling or materials, including Legal Fees.

28. Waiver. Buyer's failure to insist on performance of any term, condition, or instruction, or failure to exercise any right or privilege or its waiver of any breach, shall not thereafter waive any such term, condition, instruction, right or privilege.

29. Warranty. In addition to all warranties imposed by law, Seller expressly represents and warrants that all goods or services furnished to Buyer under any Purchase Order shall (a) comply with

all applicable specifications, drawings, standards, samples or other descriptions furnished or specified by Buyer, (b) shall be free from defects in design, material and workmanship, (c) shall be merchantable, (d) shall be suitable and fit for the particular purposes for which such goods or services are required by Buyer, and (e) shall be performed in a professional and workmanlike manner in accordance with industry standards.

All of the above warranties of Seller shall run to Buyer, its successors, assigns and its customers, and users of products sold by Buyer which contain Seller's goods. Seller's obligations under this paragraph shall apply whether or not Seller is a merchant of the goods. Seller represents and warrants full and unrestricted title to Buyer for all goods and services furnished by Seller under any Purchase Order, free and clear of any and all liens, restrictions, reservations, security interests, and encumbrances.

30. Intellectual Property Indemnification. (i) Seller warrants that the products and services to be purchased hereunder do not infringe any patent, copyright, trade secret, trademark or other intellectual property right, directly or indirectly, by reason of the nature, form or condition of any design, plan, drawing, specification, material, process, article or machine supplied by Seller in the performance of the Purchase Order or by reason of the use, sale, offer for sale and/or import by Buyer of any such design, plan, drawing, specification, material, process, article, equipment or machine, either alone, or in combination with any other material, article, machine or equipment. Seller agrees to pay for, defend, indemnify and hold Buyer, its officers, directors, shareholders, employees, agents, representatives, customers, affiliates, successors and assigns (collectively the "Indemnitees") harmless from and against any and all liabilities, losses, damages, costs, claims, penalties, forfeitures, causes of action, suits, and the costs and expenses incident thereto, including costs of defense, settlement and Legal Fees, which Indemnitees may suffer, incur, become responsible for or pay out as a result of any allegation, claim or proceeding involving any breach of this warranty or any question of direct, contributing or indirect infringement of any such intellectual property rights by Seller. In case said products or services, or any part thereof, is in such suit held to constitute infringement or the sale or use of said products or services, or parts, is enjoined, regardless of whether such determination constitutes a final judgment, Seller shall, at its expense and at Buyer's option, either procure for Buyer the right to sell and use said products or services, or part, or if approved by Buyer, replace same with substantially equal but non-infringing products or services; or if approved by Buyer, remove said products or services and refund the purchase price and the transportation and installation costs thereof.

(ii) The preceding paragraph shall not apply to any goods, or any part thereof, to the extent manufactured to designs furnished and required by Buyer.

31. Confidential Information. (i) All drawings, specifications, designs, technical and business information, and other information, whether in verbal, written or other form, furnished hereunder or obtained by Seller in connection with the work to be performed under this Purchase Order ("Confidential Information") shall be held in confidence by Seller and shall not be used by Seller for any purpose other than for the performance of work hereunder or as authorized in writing by Buyer.

(ii) Seller agrees to hold all such Confidential Information in strict confidence; to allow access to and disclose such Confidential Information only to those of its employees or subcontractors who specifically require the Confidential Information for the purpose for which it was provided under this Purchase Order; and to ensure that such employees and subcontractors are made aware of and comply with Seller's obligations hereunder. Seller further agrees to not use the Confidential Information for any purpose other than that for which it was provided or disclose any such Confidential

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Information to any third parties, without the prior written consent of Buyer.

(iii) The foregoing obligations of confidentiality, use and nondisclosure shall not apply to Confidential Information to the extent such Confidential Information was in Seller's possession prior to the receipt thereof; or lawfully is or became public knowledge through no breach of this Purchase Order by Seller; or is lawfully provided to Seller without restriction by a third party.

(iv) Specific Confidential Information shall not be deemed to be within the exceptions above merely because such specific information may be construed as being within broader, non-confidential information which is either in the public domain or the possession of Seller at the time of its disclosure nor shall a combination of features which form Confidential Information, be deemed to be non-confidential merely because the individual features, without being combined, are non-confidential.

(v) Within five (5) business days of Buyer's request, Seller shall return to Buyer all Confidential Information, including any copies thereof, under this Purchase Order.

32. Disputes. Any suit, action or proceeding arising out of or relating to the Purchase Order shall be instituted in the appropriate state or federal court in Spokane, Washington and Seller irrevocably submits to the exclusive jurisdiction of such courts in any such suit, action or proceeding. Buyer and Seller hereby waive any venue or jurisdictional challenges, or defenses related to such jurisdiction and venue, unless both parties agree in writing that a lawsuit may be brought in another location or court. The substantially prevailing party in any such dispute shall be entitled to an award of its attorney fees and costs incurred.