

PURCHASE ORDER TERMS AND CONDITIONS – SHAPIRO METALS

The following terms and conditions of purchase ("Terms") govern the purchase of goods ("Goods") and/or related services ("Services") made by Shapiro Metals ("Buyer") from the seller ("Seller"). The purchase order ("Order") and the Terms (collectively, the "Agreement") comprise the entire agreement between the parties and supersedes all other prior agreements and understandings regarding Goods and/or Services.

1. ACCEPTANCE OF TERMS

Written acceptance of an Order, without change, or any other conduct consistent with the acceptance of an Order, such as commencement of work on the Goods or performance of the Services, constitutes acceptance by Seller of this Agreement. Any additional or different terms proposed by Seller are rejected unless expressly agreed to in writing by Buyer.

2. PRICE AND PAYMENT

Unless otherwise agreed, prices stated in the Purchase Order are firm and include all charges (including but not limited to loading, packaging, freight, fuel surcharges, duties, tariffs, and taxes) to the point of delivery. No increase in the price is effective, whether due to increased material, labor or transportation costs or otherwise, without the prior written consent of Buyer.

Seller shall issue an invoice to Buyer on or anytime after the completion of Service or delivery of Goods. Payment terms shall be within thirty (30) days from the later of: (a) receipt of Goods; or (b) receipt of a correct and undisputed invoice, whichever is later.

3. DELIVERY

Time is of the essence. Goods shall be delivered by the date specified in the Purchase Order. In addition to any other remedies, Buyer reserves the right without liability, to cancel this Agreement if delivery is not made on time. Goods must be delivered FOB destination unless otherwise specified. Seller must notify Buyer of any material changes to transportation, weights, or packaging prior to delivery. Delivery of the Goods will be complete upon the tender of the Goods at the point of delivery specified in the Order.

4. INSPECTION AND ACCEPTANCE

All Goods are subject to Buyer's inspection and scale verification before and after delivery. Buyers have a reasonable time after receipt to inspect and may reject Goods if they are off-spec, contaminated, mixed with foreign material, overweight/underweight, or otherwise non-conforming. If in Buyer's judgment, the Goods and/or Services fail to conform to the Order, the Buyer can reject the non-conforming Goods and/or Services and (i) receive a full refund of any amounts paid to Seller for the Goods; (ii) require the Seller to provide replacement Goods; (iii) charge the Seller for the return or disposal of the non-conforming Goods at Seller's expense; or (iv) remedy the issue and back charge Seller for associated costs.

5. TITLE AND RISK OF LOSS

Title and risk of loss transfer to Buyer only upon final acceptance and verified weight at Buyer's designated receiving location, unless otherwise stated in writing. Seller will bear the risk of loss on rejected Goods after receiving Buyer's notice of rejection.

6. REPRESENTATIONS AND WARRANTIES

Seller and Buyer represent and warrant that they will comply with applicable law in performing their obligations under the Agreement, and that each has the power and authority to enter into this Agreement, and to perform, and make all representations and warranties and grants under it.

Seller warrants that all scrap metal: (a) is free from hazardous, regulated, radioactive, or explosive materials; (b) conforms to the grade and specification stated in the Purchase Order; (c) is free of liens or encumbrances; and (d) complies with all applicable environmental and safety laws. These warranties survive delivery and acceptance.

7. CHANGES

Buyers may modify specifications, quantities, or delivery dates by written notice to Seller. Seller shall promptly notify Buyer of any cost or time impacts, and both parties shall agree to an equitable adjustment as needed.

8. SHIPPING

Seller will comply with Buyer's instructions for packing or shipping. If Buyer does not provide instructions in the Order or otherwise, Seller shall comply with the best commercial practice for ensuring shipments arrive safely at their destination. The Order number shall appear on all shipping documents, shipping labels, invoices correspondence and any other document related to the Order.

9. TERMINATION

Buyer reserves the right to terminate the Agreement or Order in whole or in part in its sole convenience by providing 14 days' written notice to Seller. Buyer may terminate the Agreement or Order, in whole or in part, without liability to the Seller, immediately upon written notice if the Seller commits a material breach.

Upon termination or expiration of the Agreement, Seller shall immediately cease production and delivery of all Goods and performance of all Services as indicated in the notice of termination and either refund advance payments for the Goods and Services not yet supplied or complete the supply of the Goods and Services in accordance with the relevant Order(s) on the terms of the Agreement.

10. COMPLIANCE WITH LAWS

Seller shall comply with all applicable federal, state, and local laws, including environmental, transportation, and safety regulations related to scrap metal.

11. INDEMNIFICATION

Seller agrees to indemnify, defend, and hold harmless Buyer from and against any and all third party claims, damages, liabilities, costs and expenses (including, without limitation, reasonable attorneys' fees and settlement costs) arising out of or resulting from (i) any negligent act or omission of Seller or its employees for performance under this Agreement; (ii) Seller's breach of any of its obligations under this Agreement and any claims, fines, damages, or losses arising from; (iii) any breach of Seller's warranties under this Agreement, and (iv) any injury or property damage resulting from the Goods or Services provided by Seller.

Nothing in this Agreement shall exclude or limit Seller's liability for fraud, personal injury, or death caused by its negligence or willful misconduct.

12. CONFIDENTIALITY

"Confidential Information" shall mean, the existence and content of any information, whether written, oral, electronic or other form, which Seller directly or indirectly, acquires from Buyer or any of its affiliates (including their directors, officers, employees, agents, representatives and advisors), through conversations, observations, documents or otherwise, and any other confidential and/or proprietary information of Buyer or its affiliates, including, without limitation, information concerning its or its affiliates' know-how and technical and business activities, customers, present or proposed plant operations, equipment specifications, process schemes, trade secrets, proprietary tools, product properties, specifications, formulas, designs, drawings, samples and/or prototypes, product manufacturing techniques, facilities, pricing, forecasts, marketing or commercial information of any type, sales, distribution and logistical functions, economics, and present or future business plans and operations.

Seller agrees to safeguard all Confidential Information with the same degree of care and control as a reasonably prudent person would exercise with respect to their own similar property under similar circumstances. Seller agrees not to disclose any Confidential Information to any other person or entity or use such information for any purpose other than performing this Agreement.

13. FORCE MAJEURE

If either party is delayed or prevented from the performance of any of its obligations under this Agreement by a Force Majeure Event, that party will give immediate written notice to the other party describing the Force Majeure Event. The affected party will not be liable for such delay or non-performance, and the time for performance or obligation will be extended by such period as is reasonable to enable the party, using all reasonable efforts, to perform that obligation. A Force Majeure Event means an act of God, fire, explosion, pandemics or epidemics, terrorism, serious civil disorder, war, and embargos. A Force Majeure Event does not include economic hardship, changes in market conditions, insufficiency of funds, unavailability of equipment or supplies, strikes, or similar labor difficulties involving Seller.

14. WAIVER

The failure of either party to insist in any one or more instances upon strict performance of any of the provisions of this Agreement or take advantage of any of its rights, shall not operate as a continuing

waiver of such provisions or rights and shall not present such party from insisting upon such provisions and taking advantage of such rights in the future.

15. NOTICES

Any notice required or permitted by this Agreement shall be in writing and sent by electronic mail and confirmed by First Class U.S. Mail or sent by a recognized commercial overnight courier. Notices are to be delivered or sent to the last known address for the party or to any individual specified to receive service of notice by either party.

16. GOVERNING LAW AND VENUE

This Agreement is governed by the laws of the State of Missouri, and any legal action shall be brought exclusively in the courts of St. Louis County, Missouri.

17. ENTIRE AGREEMENT

This Agreement represent the entire agreement between the parties, superseding any prior or concurrent communications or understandings, whether written or oral. No variation, supplement, amendment to the Agreement will be effective unless made in writing and signed by authorized representatives of Buyer and Seller.