

## **INVOICE 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 the buyer ("Buyer") from Shapiro Metals ("Seller"). The purchase order ("Order"), invoice ("Invoice") and these 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**

Authorization to load constitutes acceptance of these terms in full. Any additional or different terms proposed by Buyer in the Order or otherwise are rejected unless expressly agreed to in writing by Shapiro.

### **2. PRICE AND PAYMENT**

Unless otherwise agreed, prices stated in the Invoice 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. Prices are based on weight at the time of delivery. Weights shall be determined by Shapiro's certified scales, which shall be conclusive.

Shapiro 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 date of invoice, unless otherwise agreed to in writing. There is a 1.5% monthly finance charge on overdue balances.

### **3. DELIVERY**

Shapiro will notify Buyer of any material changes to transportation, weights, or packaging prior to delivery. Delivery dates are estimates only. Shapiro is not liable for delivery delays outside of its control.

### **4. DISPUTED INVOICE**

All invoices must be disputed within seven (7) days of receipt. If an invoice is not disputed within seven (7) days of receipt it will be considered accepted.

### **5. TITLE AND RISK OF LOSS**

Ownership and title remains with Shapiro until full payment is received. Risk of loss or damage passes to the Buyer once the Goods are loaded for transport.

### **6. RETURNS AND CLAIMS**

Any claim for damage, defects, or shortages must be made in writing within      days of delivery. Returned Goods will only be accepted with prior written authorization and may be subject to a return fee.

### **7. REPRESENTATIONS AND WARRANTIES**

The parties acknowledge that the materials being released are sold or transferred "**AS IS**", without warranties of any kind, whether express or implied, including but not limited to merchantability, fitness for a particular purpose, or conformity to specifications unless otherwise agreed in writing.

All weights, grades, and material types are subject to verification upon receipt and/or processing. Shapiro assumes no responsibility for the end use, suitability, or downstream performance of the material. Title and risk of loss transfer per the terms of the applicable purchase or sales agreement. Authorization to load constitutes acceptance of these terms in full.

#### **8. LIABILITY**

Shapiro is not liable for indirect, incidental or consequential losses arising from the sale or use of Goods. Shapiro's liability is limited to replacement of non-conforming goods or a refund of the purchase price at Shapiro's sole discretion.

#### **9. CHANGES**

Buyer may request to modify specifications, quantities, or delivery dates by written notice to Shapiro. Shapiro shall promptly notify Buyer of any cost or time impacts, and both parties must agree to any adjustments in writing.

#### **10. SHIPPING**

Shapiro will comply with Buyer's instructions for packing or shipping. If Buyer does not provide instructions, Shapiro shall comply with the best commercial practice for ensuring shipments arrive safely at their destination.

#### **11. TERMINATION**

Either party may terminate the Agreement, in whole or in part, without liability to the other, immediately upon written notice if the other party commits a material breach.

#### **12. COMPLIANCE WITH LAWS**

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

#### **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.