



MAJESTIC STEEL USA, INC.

STANDARD TERMS AND CONDITIONS OF SALE

ACCEPTANCE

Each customer order for the sale of and/or for the toll processing of steel goods (the "**Material**") by Majestic Steel USA, Inc. ("**Majestic Steel**") to customer ("**Customer**") is expressly conditioned upon (i) Majestic Steel's acceptance of the order, which acceptance may be in writing (an "**Order Acknowledgment**", "**Release Acknowledgment**", and/or "**Toll Acknowledgment**", collectively, "**Acknowledgment**") or performance of Majestic Steel's obligations pursuant to Customer's order (a "**P.O.**"), and (ii) application of these Standard Terms and Conditions of Sale. If there is a conflict between an Acknowledgment (including these Terms and Conditions) and a P.O., the Acknowledgment (including these Terms and Conditions) shall control.

QUANTITIES

Customer is responsible for accepting delivery of and paying for the entire quantity of Material ordered. Customer acknowledges that quantities delivered by Majestic Steel may vary within industry standards from the ordered amount, and that Majestic Steel's delivery of such quantities constitutes complete performance. Customer may not terminate any order for any reason.

PRICING

Unless otherwise expressly agreed to by Majestic Steel, the price is (i) the amount referenced in the Acknowledgment, or P.O. (as applicable), (ii) stated in U.S. dollars, and (iii) F.O.B. to the stated destination point. Prices do not include applicable taxes, tariffs, duties, charges or surcharges, all of which remain the responsibility of Customer.

TITLE AND RISK OF LOSS; DELIVERY

Title to, and risk of loss of, Material pass to Customer upon delivery of Material at the destination point, or in the case of a Customer pick-up, then prior to loading Material with a common carrier. Upon delivery of Material, Customer will inspect for damage and patent defects. Customer acknowledges that delivery dates are approximate only, and delays in shipment of Material, for any reason, are not a breach of the parties' agreement. For Customer-owned Material, title to and risk of loss remains with the Customer at all times.

STORAGE

Majestic Steel may charge Customer a reasonable storage fee for Material if Customer (i) requests a delivery date other than that referenced in the Acknowledgment or P.O. (as applicable), or (ii) fails to timely provide any documentation necessary for the delivery of Material. Any Material not released by Customer may, at Majestic Steel's option, be immediately invoiced to Customer and/or subject to price adjustment and storage fees, and Majestic Steel is not obligated to hold such Material for Customer.



PAYMENT

Customer shall pay the total invoiced amount in accordance with the terms of Majestic Steel's written invoice. Majestic Steel reserves the right to charge interest on amounts not paid when due. Customer has no right to set-off against any amount payable. To secure Customer's obligation to pay and Customer's other obligations under these terms, Customer grants to Majestic Steel a first priority security interest in and lien on all of Customer's right title and interest in Material purchased from Majestic Steel, whether or not existing or hereafter acquired and wheresoever located, and all accounts, contracts, general intangibles, and payment intangibles arising from or related to the sale or disposition of the Material, and all cash and non-cash proceeds of the foregoing, all proceeds from insurance on any of the foregoing, and all products, income and profits of or from the foregoing.

PRODUCT WARRANTY

Majestic Steel warrants that the Material it supplies will, at the time of delivery, conform to ASTM standards for tolerances and quality. **THE FOREGOING EXPRESS WARRANTY IS IN LIEU OF ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO ANY IMPLIED WARRANTY OF MERCHANTABILITY OR ANY IMPLIED WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE, ALL OF WHICH ARE EXPRESSLY DISCLAIMED.**

CLAIMS

Claims for shortages and Material damaged during transit involving Material supplied by Majestic Steel must be made in writing within three (3) days after Majestic Steel's delivery of Material to the point of delivery. Claims for breach of warranty and non-conforming Material must be made within one hundred twenty (120) days after Majestic Steel's delivery of Material supplied by Majestic Steel to the point of delivery. Any Material subject to a claim shall be held by Customer as if it were prime until directed by Majestic Steel. All Material claims are subject to the policies and procedures set forth in the **Majestic Steel USA, Inc. Customer Claims Policy, which are expressly incorporated and available at www.majesticsteel.com/customer-claims-policy.**

LIMITATION OF LIABILITY

Customer's sole and exclusive remedy is, at Majestic Steel's option, replacement of non-conforming Material or the refund of the purchase price paid by Customer (if applicable). Majestic Steel is not liable for any lost profits or revenues, or any consequential, incidental, special or punitive damages. In no event shall Majestic Steel's liability to Customer exceed the purchase price paid by Customer for the applicable Material.

FORCE MAJEURE

Majestic Steel is not liable for any cost, expense, loss or other damage incurred by Customer for any failure or delay in performance by the occurrence of any fire, catastrophe, embargo, strike, lockout or other labor trouble, delays in delivery of materials or supplies from suppliers or unavailability of conforming Material, injunction, federal, state or local government or judicial intervention or restriction, legislative changes, war or armed conflict, act of terrorism, pandemic, act of God or any other events or circumstances not within the reasonable control of Majestic Steel, whether similar or dissimilar to any of the foregoing (a "**Force Majeure Event**"), provided that, Majestic Steel shall, after the occurrence of a Force Majeure Event, use commercially reasonable efforts to notify Customer of same.

ENTIRE AGREEMENT

These Standard Terms and Conditions of Sale, Majestic Steel's Order Acknowledgment, Release Acknowledgment, Toll Acknowledgment, Packing List and/or P.O. (as applicable), Majestic Steel's Customer Claims Policy, and the Majestic Steel Credit Application and Agreement contain the entire agreement with respect to the subject matter, and supersede all other agreements or communications between the parties.



Any additional terms including, without limitation, those provided with a PO are rejected and not binding on Majestic Steel. Any modifications must be accepted and reconfirmed by Majestic Steel in writing. No failure or delay by Majestic Steel in exercising any right or remedy operates as a waiver (in whole or in part), or precludes any further exercise of any other right or remedy.

GOVERNING LAW

These Standard Terms and Conditions of Sale are governed by the laws of the State of Ohio and Customer consents to exclusive jurisdiction and venue in the federal or state courts located in Cuyahoga County, Ohio.

CALIFORNIA PROPOSITION 65

California Proposition 65 ("**Prop 65**") mandates notices and/or warning labels ("**Warning Labels**") for consumer products sold in California that contain certain chemicals. Majestic Steel has determined that some of the Material it offers for sale may contain such chemicals ("**Prop 65 Material**"). A Prop 65 warning is contained on Majestic Steel's packing list (the "**Packing List**") for all Material, although some Material is not covered by Prop 65. In order that Majestic Steel and Customer may be in compliance with Prop 65, Customer represents, warrants and covenants: (1) Customer acknowledges that it will ensure that it and its non-retail customers fully comply with Prop 65; (2) Customer shall not sell (whether directly or via Internet) Prop 65 Material on a retail-basis in California without providing advance notice to Majestic, obtaining Warning Labels, and affixing Warning Labels on all Prop 65 Material before it is sold in California; (3) upon notice from Customer that Customer is selling or intends to sell Prop 65 Material on a retail-basis in California, Majestic Steel will provide Warning Labels to Customer; (4) Customer will immediately notify Majestic Steel if it subsequently determines that Majestic Steel-supplied Prop 65 Material was previously sold on a retail-basis in California; (5) Customer will not directly or indirectly sell in California, or place in commerce for sale in California on a retail-basis, Prop 65 Material if the attached Warning Labels have been removed, tampered with or obscured in any way; (6) Customer will immediately notify Majestic Steel (via email to: qualityassurance@majesticsteel.com) if it receives a notice that it is accused of selling any Material in violation of Prop 65. Customer acknowledges and agrees that Majestic Steel does not have a legal duty to respond to the notice; (7) Customer will indemnify and hold harmless Majestic Steel for all damages, costs and penalties, including legal expenses and attorneys' fees, for any violation of the terms of this section, and/or any action brought by Majestic Steel relating to Customer's actions or omissions under this section; and (8) for more information on Prop 65, visit this web site: oehha.ca.gov/prop65.html.

CUSTOMER-OWNED MATERIAL, SPECIAL TERMS

The following terms and conditions apply only to Customer-owned Material and/or tolling services performed by Majestic Steel and these terms will control if there is a conflict between these Special Terms and the previous stated Terms and Conditions of Sale:

(a) Pricing for Tolling Services. Customer is responsible for paying for all services provided in connection with toll processing including but not limited to transferring or shipping Material, storing Material and processing Material.

(b) Customer -Owned Material. Customer acknowledges and agrees that Majestic Steel does not insure any Customer-owned Material or other property of Customer against loss or damage of any nature. Insurance against loss or damage shall be solely Customer's responsibility and at Customer's sole expense. Any insurance against loss or damage obtained by Customer shall be endorsed by Customer's insurer waiving subrogation against Majestic Steel and upon request by Majestic Steel written proof shall be provided.