



## STANDARD TERMS AND CONDITIONS OF SALE

All sales by THYSSENKRUPP STEEL NORTH AMERICA, INC. ("Seller") to the purchaser of goods from Seller ("Buyer") are subject to the following Standard Terms and Conditions of Sale (these "Terms and Conditions"). As used herein, "Contract" means these Standard Terms and Conditions of Sale, together with all purchase orders and supply agreements between Seller and Buyer, and any documents incorporated by reference herein.

1. UNLESS ACCEPTED BY SELLER IN WRITING, TERMS ADDITIONAL TO OR DIFFERENT FROM THESE TERMS AND CONDITIONS, INCLUDING BUT NOT LIMITED TO TERMS CONTAINED OR REFERRED TO IN BUYER'S PURCHASE ORDERS, OR OTHERWISE PROVIDED BY BUYER TO SELLER, ARE DEEMED MATERIAL, ARE REJECTED, AND SHALL NOT BE DEEMED TO BE INCLUDED IN THE CONTRACT. SELLER'S ACCEPTANCE OF BUYER'S PURCHASE ORDERS IS EXPRESSLY CONDITIONED UPON BUYER'S ACCEPTANCE OF THESE TERMS AND CONDITIONS. THESE TERMS AND CONDITIONS MAY NOT BE ALTERED, AMENDED, WAIVED, OR MODIFIED EXCEPT IN WRITING, SIGNED BY DULY AUTHORIZED REPRESENTATIVES OF SELLER. SELLER'S ACCEPTANCE OF BUYER'S PURCHASE ORDER OR COMMENCEMENT OF PERFORMANCE SHALL NOT CONSTITUTE ACCEPTANCE OF ANY OTHER TERMS PROPOSED BY BUYER.

Buyer's assent to these terms and conditions shall be conclusively presumed from Buyer's (i) receipt of Seller's order acknowledgment without written objection being provided by Buyer to Seller with 10 days after Buyer's such receipt, (ii) instruction to Seller, whether or not in writing, to commence work or to ship any goods in accordance with Buyer's purchase order, or (iii) acceptance of all or any part of the goods ordered. Seller may commence performance in reliance upon Buyer's acceptance of these Terms and Conditions. THESE TERMS AND CONDITIONS SHALL NOT BE SUBJECT TO A 'BATTLE OF FORMS' AS DESCRIBED IN §2-207 OF THE UNIFORM COMMERCIAL CODE.

2. Seller warrants that all goods conform to the specifications contained in the Contract (the "Warranty"). ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, WITHOUT LIMITATION, WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND NON-INFRINGEMENT, ARE EXPRESSLY DISCLAIMED AND EXCLUDED FROM THE CONTRACT.

Seller will not be liable for any breach of the warranties set forth in this Section 2 if due to or arising from, in whole or in part: (i) any use of the goods in a manner or environment not contemplated by Seller and Buyer at the time of Seller's delivery of such goods to Buyer; (ii) Buyer's failure to follow any instructions of Seller regarding the storage, installation, commissioning, use or maintenance of the goods; or (iii) any modification, damage, misuse, or repair of the goods without Seller's prior written consent.

3. All deliveries and any Delivery Charges (as defined below) shall be separately invoiced and paid as billed. Buyer's failure to pay for any delivery when due shall constitute a material breach of the Contract and shall excuse Seller from making further deliveries to Buyer. Seller's delay in delivery of any goods shall not relieve Buyer of its obligation to accept all remaining deliveries.

Notwithstanding the foregoing, except as otherwise agreed to by Seller in writing, Seller shall not be responsible for freight, transportation, insurance, shipping, storage, handling, demurrage, tariffs, excise taxes, and similar charges ("Delivery Charges") and all such charges shall be for the account of Buyer and shall be paid by Buyer when due. If Delivery Charges are included in the price of the goods, any increases in rates and any additional costs incurred in excess of such Delivery Charges, which are incurred after the effective date of the Contract, shall also be for the account of and paid for by Buyer.

4. Delivery Delays. Delivery dates are approximate. In no event shall seller be liable for any claims for labor or for any special, indirect, incidental, or consequential damages including, but not limited to, demurrage charges, cost of shipment, downtime, lost profits, lost sales, or any other damages resulting from delay in delivery. ACCEPTANCE OF GOODS BY BUYER SHALL CONSTITUTE A WAIVER BY BUYER OF ANY CLAIM FOR DAMAGES ON ACCOUNT OF DELIVERY DELAY.
5. Force Majeure. Seller shall not be responsible for cancellation or delay in delivery or performance resulting, in whole or in part, from causes beyond its reasonable control, including, but not limited to: acts of God; acts of Buyer; changes in applicable law or regulation, strikes or other labor disturbances regardless of whether or not Seller is capable of settling such strike or disturbance; mill conditions; temporary or permanent mill closures; equipment failures; inability to obtain fuel, material, or parts; war; acts of terrorism; riots; delays in transportation; epidemics, pandemics; actions

of any governmental or regulatory authority and governmental declarations of emergency, floods; fires; unusually severe weather conditions; accidents; or other contingencies the non-occurrence of which was a basic assumption on which the Contract was made (a "Force Majeure Event"). Seller will not be liable for any claims, costs, losses, damages (whether direct, indirect, incidental, consequential, special, or other damages), loss of anticipated profits, loss of goodwill, or other costs or payments incurred by Buyer (individually and collectively, "Damages") as a result of Seller's non-performance or delayed performance due to a Force Majeure Event.

6. Standards and Tolerances. Unless specifically agreed to in writing by Seller, all goods sold hereunder shall conform to industry standard variations and tolerances such as those described by ASTM International ("ASTM"), the American Iron and Steel Institute ("AISI"), and the Society of Automotive Engineers ("SAE").
7. All goods must be inspected by Buyer and either accepted or rejected, and any and all claims for any damage, breach of Warranty, defect or shortage in deliveries must be made by Buyer within 180 days following the date of delivery of such goods by Seller; provided that any claim for rust or staining on the goods must be made by Buyer within 60 days following the date of delivery of such goods by Seller (the "Inspection Period"). All bona fide claims of any nature must be made by Buyer in writing and received by Seller, no later than the last day of the Inspection Period, via registered or certified mail, and in accordance with the Seller's Claims Policy (a "Deficiency Claim"). Seller's Claims Policy is available on Seller's website, <https://microsites-prod-na.tks.asiososys.com/en/north-america/index.html>. A copy of Seller's Claims Policy will be provided to Buyer upon Buyer's written request. In the absence of a timely Deficiency Claim, or upon Buyer's payment for all or any portion of the goods, Buyer will be deemed to have irrecoverably accepted the goods without reservation.

A Deficiency Claim must state with particularity the nature of the claim and shall be accompanied by applicable dock delivery receipt(s), inland bill(s) of lading and/or truck receipt(s) together with such other documents and information as Seller may reasonably request from Buyer (collectively, "Documentary Support"). Buyer's failure to furnish Documentary Support shall constitute an absolute bar to any claim. Full access to Buyer's facilities at any reasonable time shall be provided to Seller and/or its designee and insurer for inspection and investigation of any Deficiency Claim. Buyer will fully cooperate with any such inspection or investigation.

In the event that a timely and bona fide Deficiency Claim is made in accordance with the terms hereof, Seller shall have the right, at its sole option, to either to replace the goods or provide a credit to Buyer therefor, and Seller shall have no further liability with respect to the goods or their use. In no event shall Seller's liability exceed the amount of the purchase price of the goods.

Any quantities of goods delivered in excess of the quantity specified in a purchase order will not be considered a breach of the Contract. Any such excess quantities must either be (i) accepted by Buyer subject to an equitable adjustment in price; or (ii) rejected by Buyer, in writing, within 30 days following the date of delivery of the goods by Seller.

8. Interest will be charged on all past due balances at the rate of interest in effect for that day equal to the prime rate in the United States as reported from time to time in *The Wall Street Journal* plus 2.00% per annum, but in any event not to exceed the maximum rate of interest permitted by applicable law.
9. BUYER WAIVES ANY RIGHT IT MAY HAVE, WHETHER UNDER CONTRACT, AT LAW OR IN EQUITY, TO SETOFF, RECOUPMENT, OR REDUCTION OF ITS PAYMENT OBLIGATIONS TO SELLER.
10. In addition to any other rights afforded to Seller by law, Seller may terminate all or any part of a Contract upon written notice and without liability to Buyer, and may recover Damages from Buyer, in the following circumstances: (i) Buyer repudiates, breaches or threatens to breach any of the terms of the Contract; (ii) Buyer becomes insolvent, files for bankruptcy or similar relief or has a bankruptcy or similar proceeding commenced against it, liquidates or dissolves, or makes an assignment; or (iii) Buyer fails to timely remit to Seller any payment due under the Contract. Any termination by Seller in accordance with this Section 9 shall not relieve or release Buyer of its obligations to timely pay to Seller the full price for all goods delivered by Seller to Buyer in such quantities as ordered by Buyer prior to the effective date of such termination.
11. In the event that Seller has reasonable grounds for insecurity with respect to Buyer's continued performance under the Contract, Seller may, in writing, demand adequate assurance of such performance from Seller. After receipt of such demand, Seller's failure, within a reasonable period of time under the circumstances (not to exceed 15 days), to provide assurances adequate under the circumstances will be deemed a breach of this Contract by Seller.
12. In addition to all other rights provided to Seller under the Contract and by applicable law, Seller shall have the right to withhold deliveries of all or any portion of the goods covered by the Contract in the event Buyer fails to make any payment when due to Seller or is otherwise in breach of any Contract between Buyer and Seller. Any such action by Seller shall not release Buyer from its obligations to timely pay to Seller the full price for all goods in the quantities ordered by Buyer prior to the effective date of Seller's withholding of such deliveries.
13. If, at any time, a Change of Control occurs with respect to Buyer, Seller shall have the right to terminate the Contract without liability to Buyer. "Change of Control" means (i) the sale, lease, exchange or transfer, in one or a series of related

transactions, of all or substantially all of the assets of Buyer, or Buyer's entry into an agreement regarding the foregoing or (ii) the acquisition by any Person (within the meaning of Section 13(d)(3) of the Securities Exchange Act of 1934) of more than 50% of the total voting power of the outstanding voting stock of Buyer. Any termination by Seller in accordance with this Section 12 shall not relieve or release Buyer of its obligations to timely pay to Seller the full price for all goods delivered by Seller to Buyer in such quantities as ordered by Buyer prior to the effective date of such termination.

14. Buyer may not assign any of its rights or delegate any of its obligations under the Contract without the prior written consent of Seller. Any purported assignment or delegation in violation of this Section 13 is null and void. No permitted assignment or delegation shall relieve Buyer of any of its obligations under any Contract. Seller may, upon written notice to Buyer, assign, subcontract or delegate its rights or obligations under any Contract to one or more subcontractors, assignees or other third-party.
15. Buyer grants Seller a continuing purchase money security interest in all goods delivered until payment in full for such goods is received. Buyer shall fully cooperate in the preparation, signing and filing of any documents deemed necessary by Seller to substantiate or perfect Seller's security interest. Seller shall be authorized to execute and file any such documents on Buyer's behalf in any jurisdictions.
16. Confidentiality: Buyer will consider all information furnished by Seller hereunder (including drawings, specifications, or other documents prepared by Seller for Buyer in connection with the Contract) to be confidential and Buyer will not disclose any such information to any other person, or use such information itself for any purpose other than performing the Contract, unless Buyer obtains Seller's prior written permission.
17. Intellectual Property Rights: Seller retains ownership of any patent, know-how, trade secret, trademark, service mark, copyright, or other intellectual property right that (i) is conceived solely by its employees or jointly by its employees and employees of Buyer and (ii) is related to the goods or is otherwise provided to Buyer in connection with the supply of the goods ("Seller's Intellectual Property Rights"). In addition to the foregoing, Seller's Intellectual Property Rights include specifications or other intellectual property rights that are created by Seller or its subcontractors pursuant to instructions of the Buyer or as a result of development or tooling costs that are funded by Buyer or are otherwise amortized into the price of the goods. Seller grants to Buyer a non-exclusive, non-transferable, revocable, limited license to use the goods in conformance with the parties' intended use of such goods.
18. Taxes and Duties. The price listed on any invoice is exclusive of all taxes and assessments. All sales, use, excise, services, value added tax, goods or services tax, tariffs and similar taxes and charges (including any increases therein effective subsequent to the effective date of the Contract) (the "Taxes") which Seller may be required to pay or collect with respect to the goods covered by the Contract shall be promptly paid by Buyer, or, at Seller's option, paid by Seller and reimbursed to Seller by Buyer except to the extent otherwise required by law. Buyer's failure to pay any Taxes will be considered a material breach of the Contract. All Taxes and duties of any kind levied by any federal, state, municipal, foreign, or other governmental authority which Seller is required to collect or pay with respect to the production, sale, purchase, importation, delivery, storage, processing, use, consumption, or shipment of goods sold under the Contract shall be the responsibility of Buyer. Buyer agrees to pay and to indemnify, hold harmless and defend Seller from all such Taxes and duties, and to reimburse Seller for any such payments made by Seller. Buyer hereby affirms that it is purchasing the Seller's goods referenced herein for resale, and/or that Buyer is not the end user of the goods, so as to be exempt from any otherwise applicable sales tax.
19. Trade Actions. If the goods sold hereunder become at any time the subject of an antidumping proceeding, or in any other way become affected by trade relief restrictions or trade relief action, including without limitation any action or order initiated or granted pursuant to or in connection with Section 232 of the Trade Expansion Act of 1962 or similar law or regulation (collectively, "Trade Actions"), Seller shall have the right to cancel the Contract at any time upon advance written notice to Buyer and without further liability of any kind. Any cancellation shall be effective as to any quantity of goods not yet delivered to Buyer at the time of notification. Should Buyer desire that Seller deliver goods which a trade tariff, duty or other similar tax would be imposed upon Seller, Buyer agrees to pay for such tariff, duty or other similar tax in full, when due, and to indemnify, hold harmless and defend Seller from all such tariffs, duties and similar taxes.
20. In the event of Buyer's failure to fulfill any of its obligations hereunder, Buyer shall promptly indemnify, defend, hold harmless and reimburse Seller for all costs and expenses incurred by Seller in enforcing its rights under the Contract and in recovering any and all resulting Damages incurred by Seller, and all attorney's and other professional's fees, costs and expenses incurred by Seller, with respect to any arbitration, litigation, or collection action (including all appeals), and the enforcement of any arbitration award or judgment.
21. Dispute Resolution. Any controversy or claim, with the exception of Excluded Claims as defined herein, arising out of or relating to this Contract, or the breach thereof, shall be settled by arbitration administered by the American Arbitration Association in accordance with its Commercial Arbitration Rules and judgment on the award rendered by the arbitrator may be entered in any court having jurisdiction thereof. Claims shall be heard by a single arbitrator. The place of arbitration shall be Detroit, Michigan. The arbitration shall be governed by the laws of the State of Michigan. If the dispute is less than



\$50,000, there shall be no discovery other than the exchange of documents. If the dispute is equal to or greater than \$50,000, discovery shall consist of the exchange of documents and no more than three depositions of four hours or less. In making determinations regarding the scope of exchange of electronic information, the arbitrator and the parties agree to be guided by The Sedona Principles, Third Edition: Best Practices, Recommendations & Principles for Addressing Electronic Document Production. Time is of the essence for any arbitration under this Contract and arbitration hearing shall take place within 90 days of filing and an award shall be rendered within 120 days of filing. The arbitrator will have no authority to award punitive or other damages not measured by the prevailing party's actual damages, except as may be required by statute. The arbitrator shall not award consequential damages. Any award shall be limited to monetary damages and shall include no injunction, equitable relief, or direction to any party other than the direction to pay a monetary amount. Each party shall bear its own costs and expenses and an equal share of the arbitrator's and administrative fees of arbitration. Except as may be required by law or as necessitated for entry or confirmation of a judgment on the award rendered by the arbitrator, neither Buyer or Seller, nor the arbitrator, may disclose the existence, content, or results of any arbitration hereunder without the prior written consent of both parties. For purposes of this Section 20 only, an "Excluded Claim" is any controversy or claim regarding Buyer's nonpayment to Seller for goods or services under the Contract.

22. Severability. If any term, covenant, warranty, section, clause, condition or provision of these Terms and Conditions is held by a court of competent jurisdiction to be invalid, void or unenforceable, the remainder of the provisions hereof, or the application of such term, covenant, warranty, section, clause, condition or provision to persons or circumstances other than those to which it is held invalid or unenforceable, shall remain in full force and effect, and shall in no way be affected, impaired or invalidated thereby; and these Terms and Conditions shall be construed in all respects as if such invalid, void or unenforceable provisions, etc., were omitted.

23. Entire Agreement. These Terms and Conditions together with the applicable purchase order and/or supply agreement, and Seller's Claims Policy, supersede all oral or written understandings, offers, negotiations, representations or agreements between the parties and the Contract contains the full and complete agreement between the parties.

The failure of Seller at any time to require performance by Buyer of any provision of this Contract will in no way affect Seller's right to require such performance at any time thereafter, nor will the waiver by Seller of a breach of any provision of this Contract constitute a waiver of any succeeding breach of the same or any other provision under any Contract between Buyer and Seller.

24. Governing Law. These Terms and Conditions shall be governed by and construed in accordance with the laws of the State of Michigan, without regard to any choice of law principles which would require the application of the law of any other jurisdiction. The provisions of the United Nations Convention on Contracts for the International Sale of Goods (Vienna, 1980) are excluded from the Contract.

Effective September 2021