

STANDARD TERMS AND CONDITIONS OF SALE

MACSTEEL INTERNATIONAL U.S.A. CORPORATION ("Seller")

The terms and conditions set forth below form an integral part of the accompanying contract ("the main contract"), and are herein expressly incorporated into that contract except and to the extent inconsistent with its specific provisions. References to the contract or this contract shall be construed as including the main contract together with these standard terms and conditions. Paragraph headings are for convenience of reference only and do not affect the interpretation.

- 1. ADDITIONAL OR ALTERNATIVE TERMS:** No representative or agent of Seller has any authority to add to or vary the terms or conditions of this contract. No purchase order or purchase terms or conditions of Buyer or variation of or addition to these terms or conditions made by Buyer shall have any force or effect unless specifically agreed in writing by Seller and referred to in this contract.
- 2. FORCE MAJEURE:** Should Seller or its suppliers be prevented from effecting delivery of any of the goods at the time or within the period provided for delivery by reason of acts of god, war, strikes, lock-outs, port congestion or closure, trade disputes, breakdown, shortage or interruption of power supply or means of transport, failure or delay of production or delivery or supply by the producer, serious adverse weather conditions, laws, regulations or acts or delay of action of governments, governmental agencies or local authorities, epidemic, pandemic, 'state of emergency' declaration or exercise of emergency health powers by any government agency or any other cause whatsoever (whether or not of a like nature to those above specified) beyond the control of the Seller, the time for the Seller's performance of this contract shall be extended for the period during which such cause continues to operate, provided that, after such cause has arisen and continued for 180 days, the Seller shall be entitled by notice in writing to the other party to cancel this contract in so far as it remains unperformed or to cancel such part thereof as is or was due for performance during the period in which such cause continues to operate without the Buyer having the right to make any claim as a result or Except as expressly provided elsewhere in the main contract or these Standard Terms and Conditions of Sale, this clause supersedes, or otherwise stands in substitution for, any remedies at law, or by incorporation, which may be available to the Buyer in the event of an event or occurrence within the scope of this clause, including but not limited to commercial impracticability, frustration of purpose, or impossibility of performance.
- 3. INCOTERMS 2020:** Except as specifically varied in this contract, or otherwise agreed in writing, the commercial terms in this contract which are defined in the Year 2020 edition of Incoterms shall have the meanings and contain the import assigned to them by Incoterms 2020.
- 4. IMPORT PERMITS AND LICENCING:** Unless otherwise provided in the main contract, it shall be Buyer's obligation to obtain import permits and other documents required for entry of the goods into the country of destination thereof. Should any costs or duties arise, such costs or duties are for the account of Buyer. Should any license or consent of any governmental or other authority be or become required for the purchase of the goods comprised in this contract, Buyer shall obtain such licence or consent at its own expense and shall, if so required by Seller, produce to Seller satisfactory evidence thereof and if such evidence shall not be produced within a reasonable time Seller may by written notice to Buyer cancel this contract in so far as it remains unperformed. Buyer undertakes to comply with all necessary government authorisations or restrictions for the use or resale of the material.
- 5. RISK:** The goods shall be in all respects at the risk of Buyer as soon as they are delivered to Buyer or its agents or to a carrier or Bailee for the purpose of transmission to Buyer or, where delivery is not specified, placed at the disposal of Buyer.
- 6. OWNERSHIP:** Until Seller has been paid in full for the goods comprised in this contract and has received all sums then due under other contracts between Seller and Buyer: (i) legal and beneficial ownership of the goods remains with Seller; (ii) Seller may, subject to payment being overdue, recover the goods at any time from Buyer if in its possession or control and for that purpose Seller, its employees and agents may enter upon any land or building upon which the goods are situated; (iii) whilst Buyer has the right to dispose of the goods as principal in the ordinary course of business, such right shall be automatically terminated (without notice) in the event that payments have not been made on the due date under this or other contracts between Seller and Buyer; (iv) in the event of such disposal, Buyer has a fiduciary duty to Seller to account to Seller for the proceeds of sale but may retain therefrom any excess of such proceeds over the amount outstanding under this or any other contracts between Buyer and Seller; (v) each of the sub-clauses (i), (ii), (iii) and (iv) shall be construed and have effect as a separate clause and accordingly in the event of any of them being for any reason unenforceable according to their terms, the others shall remain in full force and effect.
- 7. PAYMENT OF FREIGHT:** Should a bill of lading issued in respect of any shipment due under this contract bear the instructions "Freight Collect" (or wording to that effect) and delivery of such shipment be subsequently rendered impossible, whether due to force majeure, or any other reason, Buyer shall nevertheless be liable for payment in full for all expenses for which it would be liable under the main contract, if performed, which would be required to place the goods on board the vessel prior to the vessel's departure from the port of loading. This provision shall be given full force and effect, notwithstanding the provisions of any other law.
- 8. DUTIES AND CHARGES:** Prices are based by Seller on current duties (if any), including export duties/VAT or rebates, transport, labour, freight and insurance rates payable by them, and in the event of any increase prevailing at the time of delivery the prices shall be altered accordingly.
- 9. DELIVERY CONDITIONS:** Seller shall not, if it so elects, be obliged to make further deliveries if Buyer fails to call forward, when required, or accept each separate delivery at the time or within the period provided for delivery or if Buyer has failed to pay for each such delivery on the due date.
- 10. BILLS OF LADING:** (a) Bills of lading endorsed with remarks or clauses such as rust stained, some bands broken, loose, missing etc. or similar remarks customary for goods of the type concerned shall be acceptable; (b) The omission from bills of lading of remarks on Mates Receipt(s) noting matters which Seller is satisfied do not materially affect the quality of the goods or compliance with the contract terms are acceptable.
- 11. SHIPPING INSTRUCTIONS:** Should Seller be hindered or delayed in effecting any delivery by Buyer's failure to give promptly any instructions reasonably required by Seller, the time for such delivery shall (without prejudice to any right of Seller to treat the contract as repudiated by reason of such failure) be extended for a period equal to that which elapsed between Seller requiring and receiving such instructions.
- 12. DATES:** Despite any term of the main contract and the introductory words of these terms and conditions, dates or periods for shipment are estimates and time shall not be of the essence in relation to such provisions. Seller does not undertake that any goods shall at the place for delivery at any particular time or to meet any particular market or use.
- 13. DEFAULT OR INSOLVENCY:** Should Buyer default in paying promptly as and when due any sum which may be payable (whether under this contract or otherwise) by Buyer to Seller, or should Buyer be made bankrupt or (being a company) commence liquidation or have a receiver or manager appointed over any of its assets, Seller may by written notice to Buyer cancel the contract in so far as it remains unperformed and shall thereupon be entitled to recover from Buyer in addition to any sums due from it at the time of cancellation, the amount of any loss incurred by Seller on the resale.
- 14. LETTERS OF CREDIT:** (a) Letters of credit must be opened by Buyer on or before the date or dates specified in the main contract; (b) The terms of letters of credit or other payment instruments shall not be treated as affecting or modifying the terms of this contract; (c) If, as a result of the terms of this contract, shipment and/or delivery is delayed or other variations are made to the terms of this contract, any letter of credit or other payment instrument or instructions shall be promptly extended or modified by Buyer to reflect the amendments or variations concerned. If the Buyer fails to do so, Seller may cancel this contract by giving written notice to that effect to Buyer.
- 15. PAYMENT AND INTEREST:** (a) The invoiced amount or amount due under the contract is payable in full by Buyer to Seller on the due date without set-off, counterclaim or other deduction; (b) In the event that payment is not made by Buyer to Seller on the due date, Seller shall have the right to charge interest from the due date up to the date of actual payment, the rate of interest to be 3 per cent above the three month LIBOR rate from time to time applicable for the currency concerned during the overdue period or such other rate as shall be specified in the main contract.
- 16. CONDITIONS AND WARRANTIES:** Unless otherwise agreed by Seller in writing and contained in this contract, the goods are sold as per their specifications but without any condition or warranty given by Seller as to their quality, state or otherwise or their fitness or suitability for any purpose. All conditions and warranties, whether statutory or otherwise, and whether express or implied, including any implied warranty of merchantability, are excluded.
- 17. USE OF GOODS:** Whilst material may be supplied with a specific application in mind, no warranty is given by Seller as to the fitness or suitability of the goods supplied for such specific purpose, whether notified or otherwise, given that Buyer has selected the product to be purchased and that Seller has no control over the process of manufacture employed by Buyer.
- 18. CLAIMS:** (a) Claims relating to quantity shall be subject to any agreed franchise or acceptable variance specified in the main contract. (b) Claims relating to quality shall be limited to non-fulfilment of specifications and standards stipulated in the main contract. (c) All claims shall be accompanied by the following: (i) sale contract number and date; (ii) complete description of goods with packing details, weight and marking of goods and heat numbers; (iii) certificate of an independent firm of surveyors giving nature and extent of any defects, with photographs. The surveyors firm shall be a competent, reputable and internationally authorised organization acceptable to Seller and Buyer. (d) The goods subject to a claim shall be retained by Buyer so that Seller and any surveyors appointed by Seller will have the opportunity of inspecting them (e) The time limits for claims set out in paragraph 19 below shall apply unless varied by provisions in the main contract. (f) All claims are subject to the Exclusions of Liability and Limitation of Liability provisions in paragraphs 19 and 20 below. (g) Material sold as secondary or stock material shall not be subject to any claims whatsoever unless otherwise specifically stated in the main contract.
- 19. EXCLUSIONS OF LIABILITY:** Seller shall not be liable for: (i) any defects in the quality of the goods which would be apparent on reasonable examination or (except as provided below) for the goods being otherwise not in accordance with the contract unless Buyer shall have given to Seller not later than 14 days after arrival of the goods meaning, for the purposes of this clause, arrival at the discharge port at the location or country specified in this contract or, in the case of sales delivered to customer's works from date of arrival at such works a written notice specifying the matters complained of and shall thereafter afford Seller a reasonable opportunity of inspecting the goods before they have been used, processed or sold; or (ii) any defects in the quality of the goods which would not be apparent on reasonable examination, unless such defects shall have been discovered not later than 3 months after arrival of the goods as above and unless not later than 14 days after such discovery Buyer shall have given to Seller a written notice specifying the matters complained of and shall thereafter afford Seller a reasonable opportunity of inspecting the goods in their alleged defective state; or (iii) any discrepancies in weight unless Buyer shall have given to Seller written notice thereof not later than 14 days after arrival of the goods as above and thereafter shall give to Seller a reasonable opportunity of witnessing a re-weighing thereof before they have been used, processed or sold; or (iv) any delay in delivery that is excused on the terms of this contract.
- 20. LIMITATION OF LIABILITY:** If the goods or any part thereof are claimed or found to be defective or otherwise not in accordance with the contract, then, if Seller and Buyer do not agree that Buyer shall accept the goods at an agreed value, Seller's liability shall be limited, at Seller's option, to the replacement of such goods as may be defective or otherwise not in accordance with the contract or the reimbursement of the price or part thereof already paid to Seller for the goods but excluding from such reimbursement any and all duties, taxes, handling, transportation, value added tax, brokerage and/ or port clearance charges. Without prejudice to the foregoing, Seller shall not be liable in any circumstances for any consequential or indirect losses, loss of profit, loss of revenue, loss of use or power, loss of sale, loss of market, loss of opportunity, loss of business or production or any other economic or financial losses or costs, costs of capital or costs of replacement products or services.
- 21. COMPLIANCE:**

A) Buyer represents and warrants that it has no direct or indirect dealings with any Iranian person, company or organisation and the Goods will not be sold directly or indirectly to any Iranian person, company or organisation or company controlled by an Iranian person, or for use in Iran or to a person, company or organisation listed on the Specially Designated Nationals list, or any similar list maintained by the UK, EU or the UN. Furthermore, Buyer warrants that the purchase, shipment or immediate onward sale of the cargo is not in breach of any UK, US, EU, UN or other sanctions, and would not be in breach if Buyer, Seller or any other person involved in the transaction were a UK, US or EU person.

B) Buyer represents and warrants that it is in compliance with all applicable anti money laundering and anti corruption legislation including the U.S. Foreign Corrupt Practices Act and the UK Bribery Act and that it shall remain in compliance with such legislation at all times during the performance of this Contract.

C) Seller may terminate this Contract without notice if Buyer is in breach of this clause 21 and Buyer hereby indemnifies Seller in respect of any liability, losses or costs whatsoever in respect of such breach. Upon discovering a breach of this clause, Seller has the right to take any action whatsoever it considers commercially reasonable to prevent a breach of any sanctions and/or anti-corruption legislation.
- 22. GOVERNING LAW AND UNIFORM LAWS:** Save in so far as provided or applicable under the main contract, the contract shall be governed construed in all respects according to the laws of the State of New York without regard to their conflict of law principles. The United Nations Convention on Contracts for the International Sale of Goods ("the Vienna Convention") shall not apply to this contract.
- 23. ARBITRATION:** Any controversy or claim arising out of or relating to this contract or the breach thereof or the formation or validity thereof shall be settled by arbitration in the City of New York, administered by the American Arbitration Association ("the Association") under its Commercial Arbitration Rules. The arbitration shall be conducted by one arbitrator, unless the party initiating the arbitration shall request three arbitrators in its demand for arbitration. In such event, each party shall appoint one arbitrator and the third shall be appointed by the two arbitrators appointed by the parties or, in default of agreement, by the Association. If either party shall fail or refuse to arbitrate or shall institute any action or proceeding to stay or enjoin arbitration hereunder, the arbitrator(s) may award the other party reimbursement of any legal fees and expenses incurred in any such action or proceeding or in any action to compel arbitration. The arbitrator(s) may, in their discretion, award the reimbursement of the successful party's legal fees and expenses. Judgment on the award rendered by the arbitrator(s) may be entered in any court having jurisdiction thereof.
- 24. ENTIRE AGREEMENT:** This contract sets out the entire agreement and understanding between the parties relating to the subject matter hereof and supersedes all previous agreements and arrangements between the parties relating to the subject matter hereof.
- 25. NOTICES:** Any notice required by this contract to be given in writing shall be sufficiently served upon either party if dispatched by prepaid post, or by e-mail or fax (with evidence of dispatch) to the last known place of business of such party.
- 26. MISCELLANEOUS:**

(a) Waiver of Breach: The waiver by either party of any breach of this contract shall not operate or be construed as a waiver of any subsequent breach or of any rights of the parties concerned.

(b) Severability: Should any of the provisions of this contract be deemed to violate any applicable laws or statutory regulations, the remaining provisions shall remain in full force and effect.

(c) Confidentiality: It is a fundamental term of this contract that the parties shall not disclose the terms hereof to any person, except in so far as disclosure is required by law or necessary for the effective performance by either party of their respective obligations hereunder.

(d) Value Added and Other Taxes: To the extent that the supply of goods or services by Seller in pursuance of this contract is chargeable with Value Added Tax or similar taxation, the gross amount of the tax shall be added to the price of the goods or services and shall be payable by Buyer accordingly.

(e) Invoicing: The invoiced value of the goods will be calculated as specified or provided in the main contract.