

STANDARD TERMS AND CONDITIONS OF SALE

SET OUT BELOW ARE THE STANDARD TERMS AND CONDITIONS OF SALE OF VOESTALPINE HIGH PERFORMANCE METALS LTD. ("vHPM"). SUCH TERMS AND CONDITIONS APPLY TO ALL ORDERS FOR GOODS AND SERVICES PROVIDED BY vHPM AND THE PURCHASER IS DEEMED TO HAVE AGREED TO BE BOUND THEREBY. PURCHASER IS DEEMED TO HAVE ALSO AGREED THAT (A) vHPM SHALL NOT BE BOUND BY ANY TERMS OR CONDITIONS IN ANY OF THE PURCHASER'S FORMS OR DOCUMENTS; (B) THERE ARE NO ORAL REPRESENTATIONS AND WARRANTIES BETWEEN THE PARTIES; AND (C) NO MODIFICATIONS OR ADDITIONS HERE TO SHALL BE BINDING UPON vHPM UNLESS EXPRESSLY CONSENTED TO IN WRITING AND, IN SUCH EVENT, A HIGHER CHARGE WILL BE MADE FOR vHPM'S SERVICES.

1. **Prices.** Prices are subject to change without notice. Prices prevailing at the time of shipment will apply. Terms of payment are those appearing on the face of the invoice and herein. Failure by Purchaser of coatings and/or heat treatment services to indicate plainly and correctly the kind of material (ie. the proper alloy designation) to be treated shall cause an extra charge to be made to compensate for additional expenses incurred by vHPM as a result thereof.
2. **Terms of Payment.** Purchaser agrees to make all payments promptly when due. Purchaser further agrees to pay 18% per annum (charged monthly) service charge on all unpaid Invoices Past due over 30 days together with all costs incidental to collection including reasonable solicitor's fees.
3. **Cancellation by vHPM.** vHPM shall have the right, in addition to other remedies provided by law, to cancel any order received from Purchaser or to suspend further deliveries in connection with any order in the event that Purchaser fails to pay for any one order when same comes due. Should Purchaser's financial condition become unsatisfactory to vHPM, at its sole discretion, vHPM may require cash payments or satisfactory security for future deliveries and for goods theretofore delivered in connection with any new order.
4. **Risk of Loss.** The risk of loss or damage to the goods shall pass to Purchaser upon the delivery of the goods to the carrier. vHPM does not accept any responsibility for loss of damage caused by common carrier.
5. **Deliveries.** vHPM reserves the right to make delivery in installments. All such installments may be separately invoiced and shall be paid for when due without regard to subsequent deliveries. Delay in delivery of any installment shall not relieve Purchaser of its obligations to accept remaining deliveries.
6. **Defaults.** If Purchaser shall make default in or commit a breach of any terms and conditions herein or of any other of its obligations to vHPM or if any distress or execution shall be levied upon Purchaser's property or assets, or if Purchaser shall make or offer to make any arrangement or compromise with creditors, or commit any act of bankruptcy, or if any petition or receiving order in bankruptcy shall be presented or made against it, or if any resolution or petition to wind up the Purchaser's business shall be passed or presented, or if a receiver of Purchaser's undertakings, property or assets or any thereof shall be appointed, vHPM shall have the right forthwith to cancel any order received from Purchaser and upon written notice of such cancellation being posted to Purchaser's last known address, such orders shall be deemed to have been cancelled without prejudice to any claim or right vHPM may otherwise make or exercise.
7. **Cancellation by Purchaser.** In the event of Purchaser's cancellation of any order with respect to the supply of goods without fault on the part of vHPM, Purchaser agrees to pay a cancellation charge of 25%.
8. **Title to the Goods.** Title to goods sold shall remain in vHPM until payment of the purchase price by Purchaser is received by vHPM.
9. **Limited Warranties and Limitation of Liability.** vHPM warrants that: (a) in the event that goods are supplied by vHPM, such goods shall be of fair average quality in the trade and within the description on the face of the Invoice; and (b) in the event that coatings and/or heat treatment and other incidental work is performed on any goods by vHPM, such work will be conducted in a good and workmanlike manner in accordance with the specifications supply by Purchaser. These express warranties exclude all implied warranties (including without limitation implied warranties of ownership, quality, merchantability and fitness), under statute, common law or otherwise, and whether under the Sale of Goods Act (Ontario), the Civil Code of Québec or similar legislation of any other jurisdictions. All claims under these warranties must be submitted to vHPM prior to any processing, assembling or any other work that is undertaken on the goods and vHPM's liability hereunder shall cease and be at an end at such time as any processing, assembling, or any other work is undertaken on the goods. All claims under these warranties shall be deemed waived unless made in writing delivered to vHPM within ten working days after receipt of the goods by Purchaser except that no claim for shortage in weight or count shall be made by Purchaser unless presented to vHPM within three working days after receipt of materials by Purchaser. Purchaser shall afford vHPM prompt and reasonable opportunities to inspect the goods as to which any claim is made as above stated. vHPM reserves the right, in its sole discretion, to remedy any claimed defect in the goods or to substitute other goods thereof. If not replaced by vHPM as provided herein, vHPM's liability shall be limited to the stated purchase price of any defective goods sold on the Invoice and in the case of coatings and/or heat treatment services, twice the amount of vHPM's charges for work done. vHPM shall, in no event, be liable for any personal injury, property damage or any special, indirect or consequential damages or economic loss, including but not limited to, loss of profits, loss of production, re-call or any other losses, expenses or liabilities allegedly resulting as a result of the goods supplied by vHPM or the work performed by vHPM or resulting from any act or omission of vHPM, its servants or agents. Without limiting the generality of this paragraph, vHPM shall in no event be liable for: (a) shrinkage, expansion, deformity or rupture of material in treating or straightening nor for rupture caused by or occurring during subsequent grinding; and (b) if the Purchaser provides detailed instruction as to the treatment of material and those instructions are followed by vHPM.
10. **Indemnification.** Purchaser shall indemnify, defend and hold vHPM harmless against all damages, liabilities, judgments, penalties, costs and expenses (including without limitation any claim for infringement of any letters patent or registered design and reasonable solicitor's fees) in connection with the services provided and the goods supplied by vHPM in excess of that which vHPM has agreed to assume herein.
11. **Shipments.** vHPM will make every effort to ship exact quantities required, but reserves the right to overship or undership by 10%.
12. **Force Majeure.** Any delay, loss, damage or failure of vHPM to perform its obligations shall be excused, if any, to the extent that the delay, loss, damage or failure is caused by an event or occurrence beyond reasonable control of vHPM and without its fault or negligence, such as, by way of example and not by way of limitation, acts of God, action by any governmental authority (whether valid or invalid), fires, floods, wind storms, explosions, riots, natural disasters, wars, sabotage, labour problems (including lock-outs, strikes and slow-downs), inability to obtain power, material, labour, equipment or transportation, our court injunction or order.
13. **Returned Goods.** Purchaser understands and agrees that custom-made or custom-cut goods may not be returned. No goods may be returned without authorization by vHPM and Purchaser further agrees that all authorized returns may be subject to a minimum stocking charge of 25% of the selling price of the goods on the Invoice. All returned goods must be in excellent, re-saleable condition and packaged in the original carton. Goods will be inspected upon return and any service or repair needed to place them in First Class saleable condition will be charged and added to the stocking charge.
14. **Time.** Time is of the essence hereof.
15. **Severability and Non-Waiver.** Any provision which is unenforceable in any other jurisdiction shall, as to such jurisdiction, be ineffective to the extent of such prohibition or unenforceability without invalidating the remaining provisions hereof and any such prohibition or unenforceability in any jurisdiction shall not invalidate or render unenforceable such provisions in any other jurisdiction. vHPM's failure at any time to require strict performance of any provisions hereof shall not waive or diminish its right thereafter to demand strict compliance therewith or any other provision.
16. **Governing Law.** Every clause herein shall be interpreted in accordance with the laws of the Province of Ontario and the laws of Canada applicable therein.
17. **English Language.** The parties have requested that this Agreement and all related documents be in the English language only. Les parties ont demandé que ce contrat et tous les documents qui s'y rapportent soient rédigés en anglais seulement.
18. In the event a customer has a credit balance, the customer agrees to have the credit applied to any current or future outstanding invoice balance that they owe to vHPM.
19. The customer¹ is aware and shall fully comply with all national and international export and re-export control laws and regulations, sanctions and embargoes, as amended from time to time, including without limitation, any restrictions on domestic transactions, brokering services and anti-circumvention prohibitions, that apply directly or indirectly to its activities (including re-sale of our products), as well as voestalpine Group's internal resolutions - to the extent made available to the customer¹ - in regard to the supply of products or services to specified countries, specified end users or for specified end uses.