

ATACO STEEL PRODUCTS CORPORATION

Terms and Conditions of Purchase

1. Applicability. These terms and conditions of purchase (these "Terms") are the only terms which govern the purchase of goods ("Goods") and/or services ("Services") by ATACO STEEL PRODUCTS CORPORATION ("ATACO") from the seller named on the ATACO purchase order referring to these Terms ("Seller"). Notwithstanding anything herein to the contrary, if a written contract signed by both parties is in existence covering the sale of the Goods and/or Services covered hereby, the terms and conditions of such contract shall prevail to the extent they are inconsistent with these Terms. The purchase order referring to these Terms (the "Purchase Order") and these Terms (collectively, this "Agreement") comprise the entire agreement between the parties regarding the purchase of the Goods and/or Services, and supersede all prior or contemporaneous understandings, agreements, negotiations, representations and warranties, and communications, both written and oral. These Terms prevail over any of Seller's general terms and conditions of sale or service (or similar document) regardless of whether or when Seller has submitted its sales confirmation or such terms. This Agreement expressly limits Seller's acceptance to the terms of this Agreement. Fulfillment of the Purchase Order constitutes acceptance of these Terms.

2. Delivery of Goods and/or Services.

(a) If Goods are purchased hereunder:

(i) Seller shall deliver the Goods in the quantities and on the date(s) specified in the Purchase Order or as otherwise agreed in writing by the parties (the "Delivery Date"). If no delivery date is specified, Seller shall deliver the Goods within ten (10) days of Seller's receipt of the Purchase Order. If Seller fails to deliver the Goods in full on the Delivery Date, ATACO may terminate this Agreement immediately by providing written notice to Seller and Seller shall indemnify ATACO against any losses, claims, damages, and reasonable costs and expenses directly attributable to Seller's failure to deliver the Goods on the Delivery Date;

(ii) Seller shall deliver all Goods to the address specified in the Purchase Order (the "Delivery Point") during ATACO's normal business hours or as otherwise instructed by ATACO. Seller shall pack all Goods for shipment according to ATACO's instructions or, if there are no instructions, in a manner sufficient to ensure that the Goods are delivered in undamaged condition. Seller must provide ATACO prior written notice if it requires ATACO to return any packaging material. Any return of such packaging material shall be made at Seller's risk of loss and expense.

(iii) Seller acknowledges that time is of the essence with respect to Seller's obligations hereunder and the timely delivery of the Goods.

(b) If Services are purchased hereunder:

(i) Service Provider shall provide the services to ATACO as described in the Purchase Order (the "Services") and in accordance with these Terms.

(ii) Service Provider acknowledges that time is of the essence with respect to Service Provider's obligations hereunder and that prompt and timely performance of all such obligations, including any and all performance dates, timetables, project milestones and other requirements in this Agreement, is strictly required.

(iii) Service Provider shall: (a) at all times during the term of this Agreement, maintain all necessary licenses and consents, and comply with all laws, applicable to the provision of the Services; (b) if Services are performed on-site at an ATACO facility, comply with all policies of ATACO which are applicable to visitors; (c) maintain complete and accurate records relating to the provision of the Services, including records of the time spent and materials used by Service Provider in providing the Services and, upon ATACO's written request, Service Provider shall allow ATACO to inspect such records; (d) obtain ATACO's written consent prior to engaging any person or entity (other than Service Provider's employees) to provide any Services to ATACO (each such approved subcontractor, a "Permitted Subcontractor"), it being understood that ATACO's approval of a Permitted Subcontractor shall not relieve Service Provider of its obligations under this Agreement, and Service Provider shall remain fully responsible for the performance of each such Permitted Subcontractor and its employees and for their compliance with all of the terms of this Agreement; (e) upon ATACO's written request, cause each Permitted Subcontractor to enter into a non-disclosure or intellectual property assignment or license agreement in a form that is reasonably satisfactory to ATACO; (f) ensure that all persons, whether employees, agents, subcontractors, or anyone acting for or on behalf of the Service Provider, are properly licensed, certified or accredited as required by applicable law and are suitably skilled, experienced and qualified to perform the Services; (g) ensure that all of its equipment used in the provision of the Services is in good working order and suitable for the purposes for which it is used, and conforms to all relevant legal standards and standards specified by the ATACO; and (h) keep and maintain any ATACO equipment in its possession, if any, in good working order and shall not dispose of or use such equipment other than in accordance with the ATACO's written instructions or authorization.

(iv) ATACO may at any time, by written instructions and/or drawings issued to Service Provider (each a "Change Order"), order changes to the Services. Service Provider shall within five (5) days of receipt of a Change Order submit to ATACO a firm cost proposal for the Change Order. If ATACO accepts such cost proposal, Service Provider shall proceed with the changed Services subject to the cost proposal and the terms of this Agreement.

(v) All intellectual property rights, including copyrights, patents, patent disclosures and inventions (whether patentable or not), trademarks service marks, trade secrets, know-how and other confidential information, trade dress, trade names, logos, corporate names and domain names, together with all of the goodwill associated therewith, derivative works and all other rights (collectively, "Intellectual Property Rights") in and to all documents, work product and other materials that are delivered to ATACO under this Agreement or prepared by or on behalf of the Service Provider in the course of performing the Services, including any items identified as such in the Purchase Order (collectively, the "Deliverables") shall be owned exclusively by ATACO. Service Provider agrees, and shall cause its employees and Permitted Subcontractors (collectively, "Service Provider Personnel") to agree, that with respect to any Deliverables that may qualify as "work made for hire" as defined in 17 U.S.C. §101, such Deliverables are hereby deemed a "work made for hire" for ATACO. To the extent that any of the

Deliverables do not constitute a "work made for hire," Service Provider hereby irrevocably assigns, and shall cause the Service Provider Personnel to irrevocably assign to ATACO, in each case without additional consideration, all right, title and interest throughout the world in and to the Deliverables, including all Intellectual Property Rights therein. Service Provider shall cause Service Provider Personnel to irrevocably waive, to the extent permitted by applicable law, any and all claims such Service Provider Personnel may now or hereafter have in any jurisdiction to so-called "moral rights" or rights of droit moral with respect to the Deliverables. Upon ATACO's request, Service Provider shall, and shall cause Service Provider Personnel to, promptly take such further actions, including execution and delivery of all appropriate instruments of conveyance, as may be necessary to assist ATACO to prosecute, register, perfect or record its rights in or to any Deliverables.

3. Quantity. If Goods are purchased hereunder and if Seller delivers at least 10% more, or at least 10% less, than of the quantity of Goods ordered, ATACO may reject all or any excess Goods. Any such rejected Goods shall be returned to Seller at Seller's sole risk and expense. If ATACO does not reject the Goods and instead accepts the delivery of Goods at the increased or reduced quantity, the Price (as defined below) for the Goods shall be adjusted on a pro-rata basis.

4. Shipping Terms. Delivery of Goods hereunder shall be made as follows (as applicable): (a) for Goods shipped within the United States, delivery shall be made on an F.O.B. (as defined in the Uniform Commercial Code) Delivery Point basis; or (b) for Goods shipped from locations outside the United States, delivery shall be made on a DDP (Incoterms 2020) Delivery Point basis. The Purchase Order number must appear on all shipping documents, shipping labels, bills of lading, air waybills, invoices, correspondence and any other documents pertaining to the Purchase Order.

5. Title and Risk of Loss. Title and risk of loss of any Goods purchased hereunder passes to ATACO upon delivery of the Goods to ATACO at the Delivery Point.

6. Inspection and Rejection of Nonconforming Goods. If Goods are purchased hereunder:

(a) ATACO has the right to inspect the Goods on or after the delivery date. ATACO, at its sole option, may inspect all or a portion of the Goods, and may reject all or any portion of the Goods if it determines the Goods are nonconforming or defective.

(b) If ATACO rejects any portion of the Goods, ATACO has the right, effective upon written notice to Seller, to: (i) accept the rejected Goods at a reasonably reduced price; or (ii) require replacement of the rejected Goods at Seller's expense. If ATACO requires replacement of the Goods, Seller shall, at its expense, promptly replace the nonconforming or defective Goods and pay for all related expenses, including, but not limited to, transportation charges for the return of the defective Goods and the delivery of replacement Goods. If Seller fails to timely deliver replacement Goods, ATACO may replace them with goods from a third party and charge Seller the cost thereof and terminate this Agreement for cause pursuant to Section 13 below.

(c) Any inspection or other action by ATACO under this Section shall not reduce or otherwise affect Seller's obligations under this

Agreement, and ATACO shall have the right to conduct further inspections after Seller has carried out its remedial actions.

7. Price.

(a) The price for any Goods purchased hereunder is the price stated in the Purchase Order (the "Price"). If no price is stated in the Purchase Order, the Price for Goods shall be the price set out in Seller's published price list in force as of the date of the Purchase Order. Unless otherwise specified in the Purchase Order, the Price for Goods includes all packaging, transportation costs to the Delivery Point, insurance, customs duties and fees and applicable taxes, including, but not limited to, all sales, use or excise taxes. No increase in the Price is effective, whether due to increased material, labor or transportation costs or otherwise, without the prior written consent of ATACO.

(b) For Services furnished hereunder, ATACO agrees to pay the fees set forth in the Purchase Order.

8. Payment Terms.

(a) For Goods purchased hereunder, Seller shall issue an invoice to ATACO on or any time within thirty (30) days after the completion of delivery and only in accordance with this Agreement. ATACO shall pay all properly invoiced amounts due to Seller within forty-five (45) days after ATACO's receipt of the invoice, except for any amounts disputed by ATACO in good faith. All payments hereunder must be in US Dollars.

(b) Unless expressly agreed to otherwise by the parties, Service Provider shall issue invoices to ATACO for Services furnished hereunder upon completion of such Services. ATACO shall pay all properly invoiced amounts due to Service Provider within forty-five (45) days after ATACO's receipt of such invoice, except for any amounts disputed by ATACO in good faith. ATACO agrees to reimburse Service Provider for all actual, documented and reasonable travel and out-of-pocket expenses incurred by Service Provider in connection with the performance of the Services that have been pre-approved in writing by ATACO

9. Warranties.

(a) If Goods are supplied hereunder:

(i) Seller warrants to ATACO that the Goods supplied hereunder will: (i) be free from any defects in workmanship, material and design; (ii) conform to applicable specifications, drawings, designs, samples and other requirements; (iii) be free and clear of all liens, security interests or other encumbrances; and (vi) not infringe or misappropriate any third party's patent or other intellectual property rights. These warranties survive any delivery, inspection, acceptance or payment of or for the Goods by ATACO.

(ii) The warranties set forth in Section 9(a)(i) above are cumulative and in addition to any other warranty provided by law or equity. Any applicable statute of limitations runs from the date of ATACO's discovery of the noncompliance of the Goods with the foregoing warranties. If ATACO gives Seller notice of noncompliance pursuant to this Section, Seller shall, at its own cost and expense, promptly replace or repair the defective or nonconforming Goods and pay for all related expenses, including, but not limited to, transportation

charges for the return of the defective or nonconforming Goods to Seller and the delivery of repaired or replacement Goods to ATACO.

(b) If Services are furnished hereunder:

(i) Service Provider represents and warrants to ATACO that: (a) it will perform the Services (or arrange for the Services to be performed) using personnel of required skill, experience and qualifications and in a professional and workmanlike manner in accordance with best industry standards for similar services and shall devote adequate resources to meet its obligations under this Agreement; (b) it will perform the Services (or arrange for the Services to be performed) in compliance with all applicable laws; (c) ATACO will receive good and valid title to all deliverables, free and clear of all encumbrances and liens of any kind; and (d) the Services and deliverables will be in conformity with all requirements or specifications stated in this Agreement.

(ii) The warranties set forth in Section 9(b)(i) above are cumulative and in addition to any other warranty provided by law or equity. These warranties survive any acceptance of or payment for the Services by ATACO. Any applicable statute of limitations runs from the date of ATACO's discovery of the noncompliance of the Services with the foregoing warranties.

10. General Indemnification. Seller shall defend, indemnify and hold harmless ATACO and ATACO's subsidiaries, affiliates, successors or assigns and their respective directors, officers, shareholders and employees (collectively, "Indemnitees") against any and all loss, injury, death, damage, liability, claim, deficiency, action, judgment, interest, award, penalty, fine, cost or expense, including reasonable attorneys' and professional fees and costs, and the cost of enforcing any right to indemnification hereunder and the cost of pursuing any insurance providers (collectively, "Losses") arising out of or occurring in connection with any of the following: (a) any defect in any Goods and/or Services furnished hereunder (b) the negligence or willful misconduct of Seller and/or its employees or agents in the performance of this Agreement; and (c) Seller's breach of this Agreement.

11. Intellectual Property Indemnification.

(a) Seller shall, at its expense, defend, indemnify and hold ATACO and any Indemnitee harmless against any and all Losses arising out of or in connection with any claim that ATACO's or Indemnitee's use or possession of Goods infringes or misappropriates the patent, copyright, trade secret or other intellectual property right of any third party. In no event shall Seller enter into any settlement without ATACO's or Indemnitee's prior written consent.

(b) Service Provider shall, at its expense, defend, indemnify and hold ATACO and each Indemnitee against any and all Losses arising out of or related to any claim that any of the Services or deliverables or ATACO's or any Indemnitee's receipt or use thereof infringes or misappropriates any Intellectual Property Right of a third party. In no event shall Service Provider enter into any settlement without the applicable Indemnitee's prior written consent.

12. Compliance with Law. Seller shall comply with all applicable laws in connection with its performance of this Agreement.

13. Termination. In addition to any remedies that may be provided under this Agreement, ATACO may terminate this Agreement with immediate effect upon written notice to Seller, before or after the acceptance of the Goods and/or Services covered hereby, if Seller has not performed or complied with any of these Terms. If ATACO terminates the Agreement for any reason, Seller's sole and exclusive remedy is payment for (a) any Goods received and accepted by ATACO prior to termination and (b) payment for any Services performed prior to termination.

14. Waiver. No waiver by ATACO of any of the provisions of this Agreement is effective unless explicitly set forth in writing and signed by ATACO. No failure to exercise, or delay in exercising, any right, remedy, power or privilege arising from this Agreement operates, or may be construed, as a waiver thereof. No single or partial exercise of any right, remedy, power or privilege hereunder precludes any other or further exercise thereof or the exercise of any other right, remedy, power or privilege.

15. Confidential Information. All non-public, confidential or proprietary information of ATACO, including but not limited to, specifications, samples, patterns, designs, plans, drawings, documents, data, business operations, customer lists, pricing, discounts or rebates, disclosed by ATACO to Seller, whether disclosed orally or disclosed or accessed in written, electronic or other form or media, and whether or not marked, designated or otherwise identified as "confidential" in connection with this Agreement is confidential, solely for the purpose of performing this Agreement and may not be disclosed or copied unless authorized in advance by ATACO in writing. Upon ATACO's request, Seller shall promptly return all documents and other materials received from ATACO. ATACO shall be entitled to injunctive relief for any violation of this Section. This Section does not apply to information that is: (a) in the public domain; (b) known to Seller at the time of disclosure; or (c) rightfully obtained by ATACO on a non-confidential basis from a third party.

16. Insurance. During the term of this Agreement and for a period of two (2) years thereafter, Service Provider shall, at its own expense, maintain and carry insurance in full force and effect which includes, but is not limited to, commercial general liability (including product liability) in a sum no less than \$3,000,000 with financially sound and reputable insurers. Upon ATACO's request, Service Provider shall provide ATACO with a certificate of insurance from Service Provider's insurer evidencing the insurance coverage specified in these Terms. The certificate of insurance shall name ATACO as an additional insured. Service Provider shall provide ATACO with thirty (30) days advance written notice in the event of a cancellation or material change in Service Provider's insurance policy. Except where prohibited by law, Service Provider shall require its insurer to waive all rights of subrogation against ATACO's insurers and ATACO

17. Assignment. Seller shall not assign, transfer, delegate or subcontract any of its rights or obligations under this Agreement without the prior written consent of ATACO. Any purported assignment or delegation in violation of this Section shall be null and void. No assignment or delegation shall relieve the Seller of any of its obligations hereunder. ATACO may at any time assign or transfer any or all of its rights or obligations under this Agreement without Seller's prior written consent to any affiliate or to any person acquiring all or substantially all of ATACO's assets.

18. Relationship of the Parties. The relationship between the parties is that of independent contractors. Nothing contained in this Agreement shall be construed as creating any agency, partnership, joint venture or other form of joint enterprise, employment or fiduciary relationship between the parties, and neither party shall have authority to contract for or bind the other party in any manner whatsoever.

19. No Third-Party Beneficiaries. Subject to Sections 10 and 11 above, this Agreement is for the sole benefit of the parties hereto and their respective successors and permitted assigns and nothing herein, express or implied, is intended to or shall confer upon any other person or entity any legal or equitable right, benefit or remedy of any nature whatsoever under or by reason of this Agreement.

20. Governing Law. All matters arising out of or relating to this Agreement are governed by and construed in accordance with the internal laws of the State of Wisconsin without giving effect to any choice or conflict of law provision or rule (whether of the State of Wisconsin or any other jurisdiction) that would cause the application of the laws of any jurisdiction other than those of the State of Wisconsin.

21. Notices. All notices, requests, consents, claims, demands, waivers and other communications hereunder (each, a "Notice") shall be in writing and addressed to the parties at the addresses set forth on the Purchase Order or to such other address that may be designated by the receiving party in writing. All Notices shall be delivered by personal delivery, nationally recognized overnight courier (with all fees pre-paid), facsimile (with confirmation of transmission) or certified or registered mail (in each case, return receipt requested, postage prepaid). Except as otherwise provided in this Agreement, a Notice is effective only (a) upon receipt of the receiving party, and (b) if the party giving the Notice has complied with the requirements of this Section.

22. Severability. If any term or provision of this Agreement is invalid, illegal or unenforceable in any jurisdiction, such invalidity, illegality or unenforceability shall not affect any other term or provision of this Agreement or invalidate or render unenforceable such term or provision in any other jurisdiction.

23. Survival. Provisions of this Agreement which by their nature should apply beyond their terms will remain in force after any termination or expiration of this Agreement including, but not limited to, the following provisions: Sections 5, 6, 9, 10, 11, 15, 16, 17, 18, 19, 20, 21, 22, 23, 24 and 25.

24. Amendment. This Agreement may be amended only by mutual written agreement of the parties.

25. Nonsolicitation. Without limiting any other provisions of this Agreement, if (a) ATACO contracts with Seller to supply Goods or Services (or both) to ATACO for use in connection with ATACO's fulfillment of a contract between ATACO and a customer of ATACO and (b) Seller is made aware of the contract and the identity of the ATACO customer thereunder, Seller agrees that, to the maximum permitted by applicable law, Seller shall not sell or offer to sell the same Goods and/or Services directly to such ATACO customer to support the needs of such customer under the identified customer contract.