

Metallus Inc. Terms & Conditions of Sale

1. DEFINITIONS.

1.1 The following defined terms are used in these Terms and Conditions of Sale: (a) The various documents and terms and conditions set forth in Section 2.1 shall collectively be referred to as the “**Agreement**.” (b) The products quoted or sold by Seller that are the subject of the Agreement are referred to as the “**Products**.” (c) The services quoted or sold by Seller hereunder are referred to as the “**Services**.” (d) Items of tangible property upon which Seller performs Services or that result from Services, (e.g., a bar or tube on which Seller performs machining, heat-treating, boring or other services) are referred to as “**Service Items**.” (e) Metallus Inc. or other Seller affiliate making the sale of Products or Services to Buyer is referred to as “**Seller**.” (f) The purchaser of the Products and/or Services is referred to as the “**Buyer**.” (g) An “**Order**” means a purchase order for a specific quantity or a release under a blanket purchase order that is issued by Buyer under the Agreement. When Seller and Buyer operate on a rolling forecast basis, an “**Order**” includes the quantity of Products or Services scheduled for delivery or performance within the firm order period agreed to between Seller and Buyer. (h) “**Order Acknowledgment**” means any document issued by Seller which contains the business terms upon which Seller shall sell the Products and/or Services to Buyer including Seller’s written offer or quotation to sell the Products and/or Services to Buyer, Product specifications, review and comments, written acknowledgment and acceptance of Buyer’s purchase orders, invoices, or other separate written sales, pricing, and any supplements or attachments thereto issued by Seller from time to time, or similar agreement signed by an authorized representative of Seller. (i) “**Terms of Sale**” means these Terms and Conditions of Sale which are incorporated into the Agreement by reference and govern the sale of Products and Services by Seller.

2. OFFER AND ACCEPTANCE.

2.1 SELLER’S WILLINGNESS AND COMMITMENT TO SELL PRODUCTS TO BUYER IS EXPRESSLY CONDITIONED UPON BUYER’S ACCEPTANCE OF THESE TERMS OF SALE. SELLER EXPRESSLY OBJECTS TO, REJECTS AND EXCLUDES ANY OTHER TERMS OR CONDITIONS, INCLUDING, BUT NOT LIMITED TO, ANY DIFFERENT, ADDITIONAL OR CONTRARY TERMS AND CONDITIONS PROPOSED BY BUYER, WHETHER IN A PURCHASE ORDER OR ANY OTHER DOCUMENT; EVEN IF BUYER’S TERMS STATE THAT SUCH DOCUMENT OR TERMS CONTROL, OR ARE SUPERIOR TO SELLER’S TERMS. BUYER ACKNOWLEDGES THAT THESE TERMS OF SALE SHALL NONETHELESS CONTROL. ANY ORDER FOR PRODUCTS, WHETHER COMMUNICATED TO SELLER VERBALLY, IN WRITING, BY ELECTRONIC DATA INTERFACE OR OTHER ELECTRONIC COMMERCE, OR BUYER’S COMMITMENT TO MAKE PAYMENT FOR ANY PRODUCTS, OR ANY OTHER INDICATION OF ACCEPTANCE, SHALL CONSTITUTE BUYER’S ACCEPTANCE OF THESE TERMS OF SALE. SELLER’S REFERENCE TO BUYER’S ORDER OR PURCHASE ORDER NUMBER SHALL IN NO WAY CONSTITUTE AN ACCEPTANCE BY SELLER OF BUYER’S STANDARD TERMS AND CONDITIONS CONTAINED IN AN ORDER, WHICH SELLER EXPRESSLY REJECTS. NO MODIFICATION TO THESE TERMS OF SALE WILL BE BINDING UPON SELLER UNLESS AGREED TO IN WRITING AND SIGNED BY AN AUTHORIZED REPRESENTATIVE OF SELLER. These Terms of Sale, together with: (a) Seller’s Order Acknowledgment, and (b) if applicable, Seller’s Terms and Conditions for the Sale, Manufacture and Shipping of Seamless Tubing or Seller’s Terms and Conditions for the Sale, Manufacture and Shipping of Bars, Billets, Ingots and Blooms, shall constitute the entire agreement between Seller and Buyer for the sale of Products and/or Services (“**Agreement**”). The terms and conditions of the Order Acknowledgment are to be read, to the greatest extent possible, as being consistent with these Terms of Sale, but any irreconcilable conflict is to be resolved in favor of the Order Acknowledgment. These Terms of Sale are available at www.metallus.com/terms-conditions-of-sales/ and a

copy is available by calling 330-471-8888 or emailing quotes@metallus.com. These Terms of Sale may be updated by Seller from time to time by posting an updated version of the Terms and Conditions of Sale at www.metallus.com/terms-conditions-of-sales/.

2.2 The Agreement states the complete and entire agreement between Buyer and Seller for the purchase and sale of the Products and/or Services and no additional or different term will be part of the Agreement unless expressly accepted by an authorized representative of Seller in writing. The preceding sentence excludes from the Agreement, among other things, (a) terms and conditions appearing on or referenced in Buyer’s purchase order or other similar document, other than the specifics of the transaction (e.g., part number and quantity) that coincide with the Order Acknowledgment, (b) Buyer’s standard terms and conditions of purchase, (c) Buyer’s quality policy and other supplier policies, and (d) any terms related to the use of Buyer’s website or e-commerce site, even though it may be necessary for Seller to click an “accept,” “agree,” or similar button on an electronic site as a means of accessing information about current or prospective orders or programs of supply. Such additional or different terms shall be deemed a material alteration of the Agreement and deemed void and unenforceable.

2.3 No modification of the Agreement or waiver of any of its terms will be binding on Seller unless the modification or waiver is clearly expressed in writing and signed by an authorized representative of Seller. The preceding sentence excludes from the Agreement, among other things, purported modifications and waivers by oral agreement, course of performance, and usage of trade.

2.4 All Orders, including new orders in the form of increases to existing orders, are subject to Seller’s acceptance, which Seller may withhold in its sole discretion. Buyer will be deemed to have accepted the terms of the Agreement by (a) assenting to the Agreement in writing, (b) placing an Order for Products or Services, (c) accepting delivery or performance of all or any portion of the Products or Services, (d) paying for all or any portion of the Products or Services, or (e) taking any other action evidencing Buyer’s acceptance of the benefits of the Agreement.

2.5 If Seller’s performance under an Order requires material from Buyer or a third party selected by Buyer, and Seller does not timely receive material that strictly conforms to Seller’s requirements, including with respect to chemical composition, physical properties and dimensions, Seller may delay performance of or cancel the Order without liability, and Buyer shall compensate Seller for all Delay/Cancellation Costs (as defined in Section 9.1), including costs incurred and time expended relating to non-conforming material.

2.6 If the Agreement concerns Products for Original Equipment (OE) production, (a) the duration of Seller’s obligation to supply is limited to the time specified in a separate writing that is part of the Agreement or, if no time is specified, then for a reasonable time, and (b) Seller is not required to supply spot orders, low volume production or service parts.

2.7 If Buyer is purchasing the Products or Services for a government contract or sub-contract, Buyer shall immediately notify Seller of that fact and of any contract clauses that Buyer is obligated by law to include in its contracts for acquiring the Products or Services. No government contract clause will be included in the Agreement unless agreed to in a writing signed by an authorized representative of Seller.

3. PRICES AND TAXES.

3.1 Unless otherwise expressly provided in writing on a price quotation, all price quotations will remain effective for 30 days after which such price quotations shall expire. The price of the Products shall be as stated in the Order Acknowledgment. All payments shall be made in U.S. dollars.

3.2 As used herein, “**Shipment Date**” means the date upon which Seller has completed the applicable Order and makes the Products available for shipment, regardless of the applicable delivery term.

3.3 If the Agreement concerns Products for OE production, the price applies only to Products used by Buyer in OE production, and Seller may charge a different price for the same Products produced in low volumes or used for service parts, spares, and the like.

3.4 The price does not include taxes, duties, fees, assessments or other charges imposed by any governmental authority on the manufacture, sale, purchase, transportation, export or import of the Products or performance of the Services, all of which will be the responsibility of and paid by Buyer or, if required to be paid by Seller, then reimbursed to Seller by Buyer.

3.5 The price is based on Seller's standard commercial packaging for domestic U.S. shipments. Additional charges will apply for export packaging and for other special shipping or packaging requirements requested by Buyer. Buyer is responsible for the costs of purchasing reusable packaging and for the logistics and transportation costs associated with the return of reusable packaging.

3.6 Prices are based on and assume Buyer's compliance with the terms and conditions of the Agreement, including, if applicable, a promise by Buyer to purchase a particular mix of Products or Services, a certain quantity of Products or Services, or a certain percentage of Buyer's requirements for the Products and Services. The price for Services is based on and assumes the accuracy of all representations (formal and informal) made by Buyer concerning the circumstances and conditions in which and the material on which the Services will be performed. Seller may adjust prices if any of the applicable assumptions prove incorrect. Seller also reserves the right to alter its prices for any reason on 30 days prior written notice to Seller.

3.7 Seller may pass through to Buyer, and Buyer shall accept, any price increase imposed by a supplier or sub-vendor that Buyer requires Seller to use. Except to the extent Buyer and Seller have otherwise explicitly agreed in a separate signed writing, Seller may at any time adjust prices or apply a surcharge in its sole discretion, including based on, (a) foreign currency exchange variation; (b) impact of duties, tariffs, and other government charges; and (c) any other circumstances outside its reasonable control that increase its costs, including, without limitation, increases in freight, labor, energy, material or component costs, and increased costs due to inflation.

4. PAYMENT.

4.1 Payments are due net 30 days from the date of the invoice and must be made in the quoted currency or, if that is not determinable, then the local currency of the applicable Seller billing center. Buyer shall pay Seller's invoices without discount, setoff or reduction for any reason, including asserted warranty claims or other claims of non-performance by Seller.

4.2 All Orders are subject to Seller credit department approval prior to acceptance by Seller (which Seller may withhold in its sole discretion). Seller makes no assurance or guarantee regarding any amount of credit or the continuation of such credit to Buyer. In the event credit is provided by Seller to Purchaser (in which case the terms of the applicable credit agreement shall govern and control over this Agreement), or Performance Assurance (as hereinafter defined) is required by Seller of Buyer, Buyer shall provide to Seller, as requested by Seller, such annual or interim reports containing Seller's and/or Seller's Performance Assurance provider's consolidated financial statements for a particular fiscal year or accounting period, as requested. In all cases, such statements shall be in accordance with generally accepted accounting principles. Notwithstanding the foregoing, if Seller determines, in its sole discretion, that the creditworthiness or future performance of Buyer is impaired or unsatisfactory, Seller may: (a) suspend deliveries of Product and/or Services, (b) require prepayment by wire transfer of immediately available funds, and/or (c) require Performance Assurance. Buyer hereby waives written notice of any such action. "**Performance Assurance**" as used herein means collateral in the form of either cash, letter(s) of credit, guaranty, or other security acceptable to Seller in its sole discretion. Seller may suspend its performance or modify the payment terms in response to Seller's reasonable doubts as to Buyer's creditworthiness, evidence of which could include, among other things, a default under any of Buyer's major financing agreements, Buyer's inability to obtain financing, or a reduction in Buyer's credit rating by a major rating agency. The changes Seller may make include shortening the payment period or requiring

advance payment. Seller shall notify Buyer in writing of any changes, and the changes may be made retroactive to include amounts then accrued but unpaid.

4.3 If Buyer fails to make a payment when due or if Seller reasonably deems itself to be insecure in respect of Buyer's ability to satisfy its payment obligations under the Agreement, Seller may, in addition to the actions described in Section 4.2, take one or more of the following actions: (a) cancel any outstanding Orders, (b) withhold further deliveries of Products and performance of Services, (c) declare all unpaid amounts for Products previously delivered and Services previously performed immediately due and payable, and (d) charge interest on any overdue payment at the rate of one and one-half percent (1-1/2% monthly) or (18% per annum) or the maximum rate allowed by law, whichever is less. In addition, Buyer shall reimburse Seller for all costs of collection, including reasonable attorneys' fees, incurred as a result of Buyer's failure to make payments when due. All remedies hereunder are cumulative to Seller's other rights and remedies under the Agreement and under applicable law, including Section 2-609 of the Uniform Commercial Code.

5. SHIPMENT AND DELIVERY.

5.1 Indicated or "promised" Delivery Dates, Shipment Dates and Completion Dates are estimates only and assume, among other things, timely receipt from Buyer and others of any necessary information, conforming raw materials and tooling, and of any required advance payment. Seller will use reasonable commercial efforts to comply with the delivery dates set forth in the Order Acknowledgement but does not guarantee to meet such dates. Time for delivery shall not be of the essence. Failure by Seller to meet an indicated Delivery Date or Completion Date will not constitute a breach of the Agreement or a cause for cancellation or damages. (The "**Delivery Date**" is the date upon which Seller delivers the Products to the delivery point. The "**Completion Date**" is the date upon which Seller has substantially completed performing the Services that are the subject of an Order.) Partial shipments shall be permitted. Seller will be excused from any performance obligation to the extent its performance is prevented or delayed by a cause or event beyond its reasonable control, including an act of God, action of governmental authorities (valid or invalid), fire, flood, windstorm, explosion, riot, natural disaster, war, terrorism, sabotage, pandemic, epidemic, public health emergency, labor problems (including lockouts, strikes, slowdowns), failure of or inability to obtain power, material, labor, equipment or transportation, and a court or administrative injunction or order. If Seller's production or delivery is delayed, Seller may allocate production and delivery among its customers in a manner it deems reasonable in its sole discretion.

5.2 Except to the extent otherwise specifically agreed by Seller's authorized representative: (i) delivery of Products and Service Items shall be FCA Seller's warehouse for domestic deliveries and Ex Works Seller's warehouse for international deliveries (FCA and Ex Works shall have the meaning set forth in Incoterms 2020 (ICC No. 715) with its attendant rights and obligations) and (ii) the transfer of risk of loss, obligations and costs from Seller to Buyer will be in accordance with the FCA/Ex Works delivery terms. Buyer shall be responsible for all loading costs and shall provide all equipment and labor reasonably suited for receipt of the Products at Buyer's delivery point. Risk of loss for Products, Service Items and other items returned to Seller by Buyer will pass to Seller no earlier than Seller's receipt at the delivery point and will not pass at all if Seller did not expressly authorize the return.

5.3 Unless otherwise provided in the Agreement, Seller may select the shipping method and carrier. Any claims for losses, breakage or damage occurring after delivery to carrier by Seller shall be made by Buyer directly with the carrier or insurer, as appropriate. In the event Seller pays transportation and insurance beyond the point of shipment to the destination specified by Buyer, all such costs should be billed to Buyer on the applicable invoice.

5.4 Seller reserves the right to deliver the quantities stated in the Order Acknowledgement subject to a deviation not to exceed plus

or minus (+/-) ten percent (10%). In the event of any such quantity variance, payment will be based on the actual quantity delivered at the unit price specified in the Order Acknowledgement. Any further deviation beyond the plus or minus (+/-) ten percent (10%) must be approved in advance by Buyer in writing.

5.5 Unless otherwise provided in the Agreement, Buyer shall accept delivery of Products within ten (10) calendar days of the Delivery Date and cooperate with Seller and freight carrier to schedule delivery within that time period. Buyers who utilize their own freight carriers shall arrange for pick up of their Products within seven (7) calendar days of the Delivery Date. After this period, Seller may ship the Products to Buyer via commercial carrier at Buyer's expense. Buyer is not entitled to reject or refuse to accept Products or Services, including delivery or performance thereof, unless they do not conform to the limited warranty provided in Section 7.1. Buyer shall, within 10 days following receipt of Products or Service Items, or completion of Services, as applicable, inspect the Products, Services and Service Items and notify Seller in writing of any nonconformity with the limited warranty. Failure to provide timely notice of nonconformity in conformance with this Section 5.4 will constitute receipt and full acceptance by Buyer of the applicable Products, Services, and Service Items.

5.6 All sales are final. Products may not be returned without Seller's written consent. All Products returned are subject to a handling charge plus freight in both directions and charges for any required reconditioning, unless otherwise specified in writing by Seller.

6. PROPERTY; FACILITIES.

6.1 Buyer is to be considered the owner of all tooling, dies and similar items (a) that Buyer owns and places in Seller's possession for the purpose of manufacturing the Products or providing the Services, or (b) that Buyer and Seller specifically agree in writing will be owned by Buyer provided such items are listed as a separate line item in the Seller invoice and are paid for in full by Buyer ("**Buyer Tooling**"). Buyer is responsible for paying for any necessary replacements of and repairs to the Buyer Tooling.

6.2 Seller assumes no obligation or liability with respect to the Buyer Tooling or any other property of Buyer to which Seller is not taking title, including tangible personal property of Buyer upon which Seller will be performing Services ("**Buyer Property**"), other than to exercise a commercially reasonable standard of care. Seller is not obligated to segregate, label, protect, insure or take any other specific action with respect to managing and safeguarding of Buyer Tooling or Buyer Property. Buyer accepts all risk of loss and damage to the Buyer Tooling and Buyer Property, except for loss or damage caused exclusively by Seller's gross negligence, and Buyer waives all rights of subrogation for itself and its insurers with respect to any such loss and damage. Buyer hereby grants to Seller a security interest in the Buyer Tooling and Buyer Property to secure all amounts owed by Buyer to Seller. Buyer consents to Seller filing any documentation, including UCC financing statements, useful to perfecting the security interest.

6.3 With the exception of any Buyer Tooling, Seller is the owner of all tooling, dies and similar items used by Seller in connection with the manufacture of the Products and performance of the Services ("**Seller Tooling**"). Buyer will not acquire any interest in the Seller Tooling, notwithstanding any charges, amortizations or other costs included in the pricing or otherwise paid by Buyer in relation to Products, Services or the Seller Tooling.

6.4 Seller may use the Seller Tooling without restriction in any of its business operations, including in the manufacture of service parts or Service Items for the Products and the manufacture of products and provision of services for other customers. Seller may retain the Seller Tooling at the conclusion of the commercial relationship between Seller and Buyer with respect to the applicable Products or Services.

6.5 Buyer shall provide suitable space, facilities, equipment and materials for any Services or other work to be performed by Seller

at a location controlled by Buyer. The space, facilities and equipment must be suitable for the safe execution of the Services or other work.

7. LIMITED WARRANTY.

7.1 Seller warrants that, on the Shipment Date, the Products, subject to standard manufacturing variations, (a) will conform to any specifications explicitly identified on the face of the applicable Order Acknowledgment, and (b) will be free of defects in material and workmanship that would be discovered by following Seller's standards of manufacture and inspection at the time of manufacture. Seller warrants that the Services will be performed in a good and workmanlike manner in substantial accordance with any specifications explicitly identified on the face of the applicable Order Acknowledgment. **THE FOREGOING LIMITED WARRANTY IS IN LIEU OF, AND SELLER DISCLAIMS, ALL OTHER WARRANTIES, EXPRESS AND IMPLIED, INCLUDING WARRANTIES OF DESIGN, PERFORMANCE OR PRODUCT LIFE, WARRANTIES OF COMPLIANCE WITH BUYER'S QUALITY MANUALS, QUALITY POLICIES, INSPECTION PROTOCOLS AND OTHER POLICIES AND REQUIREMENTS, AND THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, NON-INFRINGEMENT, OR THOSE ARISING FROM A COURSE OF DEALING, COURSE OF PERFORMANCE OR TRADE USAGE. EXCEPT AS EXPRESSLY PROVIDED IN THIS SECTION 7.1, THE PRODUCTS AND SERVICES ARE PROVIDED ON AN "AS IS" BASIS.**

7.2 The limited warranty will be void upon any action inconsistent with the proper use and handling of the Products, Service Items or other results of Services, including (a) improper handling, transportation, modification or repair, (b) accident, abuse or improper use (including loading beyond the specified maximum), (c) improper installation, lubrication or maintenance, and (d) any modification or combination of the Products or Service Items with or into any other items that are not provided or authorized by Seller in writing. Seller makes no warranty for any Products or Services to those persons defined as consumers in the Magnuson-Moss Warranty – Federal Trade Commission Improvement Act.

7.3 The limited warranty in Section 7.1 does not apply to Products supplied for testing and evaluation ("prototype parts"). Prototype parts are supplied "AS IS" without warranty of any kind. Seller will have no liability for any claims related to prototype parts, and Buyer shall indemnify, defend, release and hold Seller harmless from any such claims.

8. EXCLUSIVE REMEDY; LIMITATION OF LIABILITY.

8.1 If a Product does not meet the limited warranty described in Section 7.1, Buyer's sole and exclusive remedy, and Seller's sole and exclusive warranty obligation will be, at Seller's choice, to repair, replace or provide Buyer a credit up to the amount of the purchase price for the nonconforming Product. If the Services or a Services Item do not meet the limited warranty described in Section 7.1, Buyer's sole and exclusive remedy and Seller's sole and exclusive warranty obligation will be, at Seller's choice, for Seller to re-perform the nonconforming portions of the Services or Services Item, or issue a credit in the amount of the price paid with respect to the nonconforming portions of the Services or Services Item. To be entitled to the exclusive remedies listed in this Section 8.1, Buyer must (a) submit the warranty claim to Seller within one (1) year following the Shipment Date for Products, or within one (1) year of the Completion Date for Services, as applicable (but in no case later than 60 days following the first discovery of a possible nonconformity), (b) return to Seller 100% or, if agreed by Seller, a lesser but still statistically relevant percentage of the Products or Service Items claimed to be defective for Seller's inspection, and (c) provide reasonable evidence in support of the warranty claim, including, if requested by Seller, results of diagnostic tests, evaluations and investigations performed by Buyer or Buyer's customer. The warranty claims limitation period for repaired or replaced Products and re-

performed Services will expire at the same time as the original warranty claims limitation period.

8.2 The remedy described in Section 8.1 is Buyer's sole and exclusive remedy for a breach of the limited warranty and for any other claim relating to the Products and Services, regardless of the basis of Buyer's claim, whether it is in contract, tort, express or implied warranty, negligence, strict liability or otherwise, and regardless whether any damages were caused by Seller's negligence or by any defect in the Products or Services.

8.3 Without limiting the generality of the preceding section, **Seller will not be liable for, and Buyer shall not assert, any of the following, whether or not due to Seller's negligence or due to a defect in the Products or Services, and regardless whether the basis is product warranty, delayed or incomplete delivery, negligence or any other cause: (a) consequential, incidental, indirect, special and punitive damages; (b) the cost of removing and reinstalling Products or Service Items, sending Products or Service Items to Seller for warranty inspection, and any other work performed on the Products or Service Items; (c) damage to or the cost of making adjustments or repairs to any mechanism, equipment or machinery in which the Products, Service Items or other items that were the subject of Services were installed; (d) loss of profits or revenue, loss of use, line shut-down, cost of capital, and cost of substituted product, facilities or services; and (e) claims of Buyer's customers or other third parties for damages or penalties, whether or not Buyer is legally obligated to pay them. This disclaimer and exclusion will apply even if the exclusive remedy described in Section 8.1 fails of its essential purpose. In no event shall Seller's liability for damages to Buyer for any claim or cause whatsoever, regardless of the form of action, whether asserted in tort, negligence, for breach of warranty or breach of contract, or otherwise, exceed the purchase price paid by Buyer (less the unpaid balance of the purchase price) for the specific Products and/or Services that caused the damages.**

8.4 An action by Buyer arising from or relating to this Agreement or any Products or Services hereunder, whether by court action, arbitration or other proceeding, will be barred unless commenced within one (1) year of the date Buyer discovered or should have discovered the claim.

9. DELAYS, CHANGES AND CANCELLATIONS.

9.1 "Delay/Cancellation Costs" include all labor, materials, overhead, general and administrative costs, restocking charges, surcharges levied on material by outside suppliers, sub-vendor cancellation charges, excess inventory charges, value of storage space, inventory tax charges, banking and finance charges, scrapping and disposal fees, and other harm, costs and charges incurred directly or indirectly by Seller in connection with a requested delay or cancellation of an Order for Products or Services.

9.2 Buyer is not entitled, without Seller's prior written consent (which may be withheld or conditioned in Seller's sole discretion) to delay the delivery of Products or performance of Services for all or any part of an Order. Seller may treat as a cancellation subject to Section 9.3 any proposed delay greater than 60 days. If Seller consents to the delay, Buyer shall pay a delay charge in an amount determined in Seller's sole discretion to reflect all applicable Delay/Cancellation Costs, including, at a minimum, a storage charge, inventory carrying costs, financing costs associated with the finished Products, work in process and raw materials, and costs of inactive labor, from the original request date until the time of delivery or performance.

9.3 Buyer is not entitled to cancel all or any part of an Order without Seller's prior written consent (which may be withheld or conditioned in Seller's sole discretion). If Seller consents to the cancellation, Buyer shall pay a cancellation charge in an amount determined in Seller's sole discretion to reflect all applicable Delay/Cancellation Costs (the "Cancellation Charge"). Upon payment of the Cancellation Charge, Buyer will be entitled to all un-disposed raw materials, work in process and finished Products, shipped at Buyer's expense.

9.4 If, after having awarded a production program to Seller, Buyer or Buyer's customer delays or cancels the program prior to launch, cancels the program prior to the end of the originally contemplated duration, or re-sources the program to another supplier of the Products, then, in addition to any amounts owing under Section 9.2 or Section 9.3 and any price increase resulting from the application of Section 9.5, Buyer shall reimburse Seller for Seller's unrecoverable or increased investment costs, including the costs associated with capital equipment, tooling paid for by Seller, engineering costs and obsolete material. Seller may treat any program delay greater than ninety days as a cancellation.

9.5 Buyer is not entitled to make any changes to the design, material specifications, quality requirements, approved raw material suppliers or any other aspect of the Products or Services or their manufacture, performance or delivery without Seller's prior written consent (which may be granted or withheld in Seller's sole discretion). If Seller consents to such change, Seller may condition its consent on Buyer's agreement to price adjustments and other compensating payments satisfactory to Seller. In addition to all other remedies available to it under applicable law, Seller may refuse to comply with any change to which Seller has not given its prior written consent and, if the Buyer proceeds with the change, may treat the change as a cancellation governed by Section 9.3.

10. TRACEABILITY. If the Agreement obligates Seller to provide traceability of Products or Service Items, Seller's obligation with respect to Products and Service Items returned to Seller (a) is limited by the accuracy and completeness of the information provided by Buyer with respect to the returned Products and Service Items, and (b) will terminate if the return was not authorized in advance by Seller.

11. BUSINESS CONDUCT. Seller expects Buyer to conduct its business ethically and in a socially and environmentally responsible manner. At a minimum, Buyer shall comply with all foreign and domestic laws governing the operation of its business, and with all policies regarding workplace health and safety; labor standards as required by local law or regulation; protection of the environment and resources; product safety; and anti-corruption. Buyer is aware of, and has reviewed, Seller's Code of Business Conduct, a copy of which is available at https://metallus.com/wp-content/uploads/2024/02/Metallus_CodeofConduct.pdf. Buyer shall not take any action and shall refrain from taking any action or from encouraging any employee or agent of Seller from taking any action that, in each case, could result in a violation of Seller's Code of Business Conduct. Any action by Seller in breach of this Section 11 or that otherwise would violate the U.S. Foreign Corrupt Practices Act or any other applicable Anti-Corruption or Anti-Bribery legislation shall be considered a material breach of these Terms of Sale and Seller may in its sole discretion terminate the Order for cause.

12. INTELLECTUAL PROPERTY. Nothing in the Agreement is to be construed as a grant or assignment of any license or other right to Buyer of any of Seller's, its suppliers', or their respective affiliates' intellectual property rights, whether patent, trademark, trade secret, copyright or otherwise. All improvements and developments related to the Products or Services arising out of the efforts of Seller and Buyer will be owned exclusively by Seller, and Buyer shall reasonably cooperate with Seller in confirming that result. Buyer shall indemnify and defend Seller from all loss and liability resulting from or related to claims that design elements for the Products or Services that were provided by Buyer infringe the intellectual property rights of third parties.

13. CONFIDENTIAL INFORMATION. With respect to confidential information concerning the Products, the Services and the transactions subject to the Agreement that Buyer comes to know either through disclosure from Seller or otherwise, Buyer (a) shall not disclose the information to any third party, (b) shall not use the information for any purpose other than evaluation and use of the Products or Services, and (c) acquires no ownership, license or other interest in the information.

14. INTERNATIONAL TRADE.

14.1 Except as agreed or certified in a separate written instrument signed by Seller's Global Trade & Compliance department, Seller makes no representation with respect to the country of origin, qualification for duty preference or similar program, specific Harmonized Tariff Schedule Number, export jurisdiction, U.S. Munitions List category, Export Control Classification Number, or export authority of any Product or Service Item.

14.2 Seller retains all of its duty drawback rights, and any attempt by Buyer to transfer any such rights will be void.

14.3 (a) Unless Seller's Law & Compliance department provides its prior written consent, having been given an opportunity to review and comment on all associated documentation, Buyer shall not, itself or by any freight forwarder, customs broker or other agent or third party under Buyer's direction or control, designate Seller as the U.S. Principal Party in Interest (as defined in the U.S. Foreign Trade Regulations, 15 CFR Part 30) or file the Electronic Export Information with U.S. Bureau of Census ("EEI"). If Buyer files an EEI without the prior written consent required by the preceding sentence, then: (i) the EEI will be considered to have been made without Seller's authority or permission, and any false statements to the government will be considered to have been made by Buyer or its agent, as applicable, (ii) any affected transaction will be considered to be a routed export transaction, such that Buyer or its agent will be considered the U.S. Principal Party in Interest and exporter of record (as defined by the Foreign Trade Regulations and the Export Administration Regulations) for those transactions, (iii) Buyer shall assume all of the responsibilities of the exporter of record for any such transactions; and (iv) Seller will have no responsibility as the exporter of record.

(b) Buyer represents that it is not, and to the best of Buyer's knowledge, its customers, its customers' end-users and their agents are not, on the U.S. Government's Denied Parties List, the Unverified List, the Entity List, the Specially Designated Nationals List, or the Debarred List, or located in or ordinarily resident in a jurisdiction subject to territorial embargoes by the United States, including but not limited to Iran, North Korea, Cuba, Syria, and the Crimea and Donetsk and Luhansk regions of Ukraine, and are not otherwise subject to any U.S. or other government sanction or restriction that would prohibit the sale or export by Seller of the Products, Services or technology that are the subject of the Agreement. When Seller so requests, Buyer shall provide all end-user and end-use information of which it is aware or which it could obtain with commercially reasonable efforts.

(c) Buyer shall comply strictly with all applicable U.S. export laws and regulations, including the Arms Export Control Act and the International Traffic in Arms Regulations, the Export Administration Regulations, and the various economic sanctions laws, regulations and executive orders administered by the Office of Foreign Asset Controls. Buyer shall assist Seller in complying and documenting compliance with those laws, regulations and executive orders.

14.4 Regardless of any statements on Buyer's purchase order or other documents to the contrary, Seller shall not be the importer of record (as that term is defined by U.S. law at 19 USC 1484, or equivalent provision of non-U.S. law) with respect to a transaction governed by the Agreement,

unless otherwise expressly stated in a document signed by an authorized representative of Seller.

15. MISCELLANEOUS.

15.1 The words "include" and "including" are to be construed as if they were followed by "without limitation," unless the accompanying text or the context clearly requires otherwise.

15.2 No party may assign its rights or obligations under the Agreement without the other party's prior written consent, and any attempt to do so will be ineffective, except that Seller may, without Buyer's consent, assign and delegate its rights and obligations under the Agreement to one or more affiliates or to a third party in connection with a divestiture of the business with which the Agreement is associated. A corporate reorganization that does not result in a change of control or beneficial ownership with respect to the party's ultimate parent entity is not to be deemed an assignment.

15.3 The laws of the State of Ohio, U.S.A., excluding its choice of laws principles, govern all matters arising out of the Agreement. Both parties' consent to the exclusive jurisdiction of the state and federal courts located in Stark County, Ohio, for the resolution of any dispute arising under the Agreement or the purchase or use of Products or Services. The United Nations Convention on Contracts for the International Sale of Goods does not apply to the Agreement. **TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, EACH PARTY IRREVOCABLY AND UNCONDITIONALLY WAIVES ANY RIGHT IT MAY HAVE TO A TRIAL BY JURY IN ANY LEGAL ACTION, PROCEEDING, CAUSE OF ACTION OR COUNTERCLAIM ARISING OUT OF OR RELATING TO THESE TERMS OF SALE OR THE TRANSACTIONS CONTEMPLATED HEREBY.**

15.4 Seller's rights and remedies set forth in the Agreement are in addition to all legal and equitable rights and remedies available to Seller.

15.5 The conduct of Seller and Buyer pursuant to this Agreement, including the use of documents communicated by electronic transmission to initiate and accept sales orders, shall, for legal purposes, evidence a course of dealing and a course of performance accepted by the parties. Electronic copies of signed documents, if introduced as evidence in any judicial, arbitration, mediation, or administrative proceedings, shall be admissible as between the parties to the same extent and under the same conditions as original business records. Neither party shall contest the admissibility of facsimile or electronic copies of documents under the best evidence rule, or otherwise, on the basis that the documents are not the original form of such documents.

15.6 No 'wrap' agreements shall be enforceable against Seller. Seller's clicking any buttons or any similar action, such as clicking "I Agree" or "Confirm," to utilize Buyer's software or webpage for the placement of Orders, is NOT an agreement to Buyer's terms and conditions. **NO EMPLOYEE, AGENT OR REPRESENTATIVE OF SELLER HAS THE AUTHORITY TO BIND SELLER BY THE ACT OF CLICKING ANY BUTTON OR SIMILAR ACTION ON BUYER'S WEBSITE OR PORTAL.**