

**STANDARD TERMS AND CONDITIONS
FOR THE SALE OF GOODS
BY USALCO, LLC**

1. Applicability.

(a) These terms and conditions of sale (these “**Terms**”) are the only terms that govern the sale of the goods (“**Goods**”) by USALCO, LLC (“**USALCO**”) to the buyer named on the accompanying Offer (“**Buyer**”). Notwithstanding anything herein to the contrary, if a separate written contract signed by both parties is in existence covering the sale of the Goods covered hereby, the terms and conditions of said contract shall prevail to the extent they are inconsistent with these Terms.

(b) Any accompanying quotation, confirmation of sale, or invoice (collectively, the “**Offer**”) and these Terms (collectively, this “**Agreement**”) comprise the entire agreement between the parties and supersede all prior or contemporaneous understandings, agreements, negotiations, representations and warranties, and communications, both written and oral. These Terms prevail over any of Buyer’s general terms and conditions of purchase regardless of whether or when Buyer has submitted a purchase order or other communication incorporating such terms. This Agreement expressly limits Buyer’s acceptance to the terms of this Agreement. Fulfillment of Buyer’s order does not constitute acceptance of any of Buyer’s terms and conditions and does not serve to modify or amend this Agreement.

2. Delivery of Goods.

(a) The Goods will be delivered within a reasonable time after the receipt of Buyer’s purchase order, subject to availability of finished Goods. Unless otherwise specifically agreed in writing by the parties, USALCO shall not be liable for any delays, loss, or damage in transit.

(b) Unless otherwise agreed in writing by the parties, USALCO shall deliver the Goods to Buyer FCA USALCO’s plant specified in the Offer (Incoterms 2020) (the “**Delivery Point**”), using USALCO’s standard methods for loading such Goods. Buyer shall be responsible for providing equipment and vehicles appropriate for receipt of the Goods at the Delivery Point.

(c) USALCO may, in its sole discretion, without liability or penalty, make partial deliveries of Goods to Buyer. Each shipment will constitute a separate sale, and Buyer shall pay for the quantity of Goods delivered whether such delivery is in whole or partial fulfillment of Buyer’s purchase order.

(d) If USALCO is unable to deliver the Goods at the Delivery Point on the date designated for delivery because Buyer has not provided or secured appropriate transportation, instructions, documents, licenses or authorizations: (i) risk of loss to the Goods shall pass to Buyer; (ii) the Goods shall be deemed to have been delivered; and (iii) USALCO, at its option, may store the Goods until Buyer picks them up, whereupon Buyer shall be liable for all related costs and expenses (including, without limitation, storage, and insurance).

(e) Expedited Shipments. If Buyer requests expedited delivery of Goods, or if any order is changed within seven (7) business days of the original confirmed delivery window, such expedited shipments will incur additional charges in accordance with USALCO’s then-current expedited shipping policy. Made-to-order Goods may also be subject to additional manufacturing costs in connection with expedited delivery, as determined by USALCO in its sole discretion.

3. Non-Delivery.

(a) The quantity of any installment of Goods as recorded by USALCO on dispatch from USALCO’s place of business is conclusive evidence of the quantity received by Buyer on delivery. Any liability of USALCO for non-delivery of the Goods shall be limited to replacing the Goods within a reasonable time or adjusting the invoice respecting such

Goods to reflect the actual quantity delivered.

(b) Buyer acknowledges and agrees that the remedies set forth in Section 3(a) are Buyer’s exclusive remedies for any non-delivery of Goods.

4. Title and Risk of Loss. Title and risk of loss pass to Buyer upon delivery of the Goods at the Delivery Point. As collateral security for the payment of the purchase price of the Goods, Buyer hereby grants to USALCO a lien on and security interest in and to all of the right, title, and interest of Buyer in, to, and under the Goods, wherever located, and whether now existing or hereafter arising or acquired from time to time, and in all accessions thereto and replacements or modifications thereof, as well as all proceeds (including insurance proceeds) of the foregoing. The security interest granted under this provision constitutes a purchase money security interest under the Maryland Uniform Commercial Code.

5. Buyer’s Acts or Omissions. If USALCO’s performance of its obligations under this Agreement is prevented or delayed by any act or omission of Buyer or its agents, subcontractors, consultants, or employees, USALCO shall not be deemed in breach of its obligations under this Agreement or otherwise liable for any costs, charges, or losses sustained or incurred by Buyer, in each case, to the extent arising directly or indirectly from such prevention or delay.

6. Safety Data Sheets. A safety data sheet will be included with all Goods delivered to Buyer, and are otherwise available upon request or on USALCO’s website.

7. Price.

(a) Buyer shall purchase the Goods from USALCO at the prices (the “**Prices**”) set forth on the Offer.

(b) All Prices are exclusive of all sales, use, and excise taxes, and any other similar taxes, duties, and charges of any kind imposed by any governmental authority on any amounts payable by Buyer. Buyer shall be responsible for all such charges, costs, and taxes; provided, that, Buyer shall not be responsible for any taxes imposed on, or with respect to, USALCO’s income, revenues, gross receipts, personal or real property, or other assets.

8. Payment Terms.

(a) Buyer shall pay all invoiced amounts due to USALCO within thirty (30) days from the date of USALCO’s invoice. Buyer shall make all payments hereunder by in US dollars.

(b) Buyer shall pay interest on all late payments at the lesser of the rate of 1.5% per month or the highest rate permissible under applicable law, calculated daily and compounded monthly. Buyer shall reimburse USALCO for all costs incurred in collecting any late payments, including, without limitation, attorneys’ fees. In addition to all other remedies available under these Terms or at law (which USALCO does not waive by the exercise of any rights hereunder), USALCO shall be entitled to suspend the delivery of any Goods if Buyer fails to pay any amounts when due hereunder.

(c) Buyer shall not withhold payment of any amounts due and payable by reason of any set-off of any claim or dispute with USALCO, whether relating to USALCO’s breach, bankruptcy, or otherwise.

9. Limited Warranty.

(a) USALCO warrants to Buyer that upon delivery of the Goods to Buyer at Delivery Point, such Goods will conform to (i) the specification for the Goods as described or otherwise set forth in a Offer, or if no such specifications were provided therein, (ii) USALCO’s published specifications in effect as of the date of delivery.

(b) **EXCEPT FOR THE WARRANTIES SET FORTH IN SECTION 9(a),**

SELLER MAKES NO WARRANTY WHATSOEVER WITH RESPECT TO THE GOODS OR SERVICES, INCLUDING ANY (I) WARRANTY OF MERCHANTABILITY; (II) WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE; (III) WARRANTY OF TITLE; OR (IV) WARRANTY AGAINST INFRINGEMENT OF INTELLECTUAL PROPERTY RIGHTS OF A THIRD PARTY; WHETHER EXPRESS OR IMPLIED BY LAW, COURSE OF DEALING, COURSE OF PERFORMANCE, USAGE OF TRADE, OR OTHERWISE.

(c) Buyer shall inspect the Goods within fifteen (15) days of receipt ("**Inspection Period**"). Buyer will be deemed to have accepted the Goods unless it notifies USALCO in writing of any Nonconforming Goods during the Inspection Period and furnishes such written evidence or other documentation as required by USALCO, including a certificate of analysis. "**Nonconforming Goods**" means that the Goods shipped do not conform to applicable USALCO specification as set forth in Section 9(a).

(d) Subject to Section 9(c) above, if Buyer timely notifies USALCO of any Nonconforming Goods, USALCO shall replace such Nonconforming Goods with conforming Goods at USALCO's expense, including but not limited to all costs associated with the removal and replacement of material that must be removed or replaced as a result of the defect.

(f) **THE REMEDIES SET FORTH IN SECTION 9(d) SHALL BE THE BUYER'S SOLE AND EXCLUSIVE REMEDY AND SELLER'S ENTIRE LIABILITY FOR ANY BREACH OF THE LIMITED WARRANTIES SET FORTH IN SECTION 9(a).** Except as provided under Section 9(d), all sales of Goods to Buyer are made on a one-way basis and Buyer has no right to return Goods purchased under this Agreement to USALCO.

10. Limitation of Liability.

(a) **IN NO EVENT SHALL EITHER PARTY BE LIABLE TO THE OTHER PARTY FOR ANY LOSS OF USE, REVENUE OR PROFIT, LOSS OF DATA OR DIMINUTION IN VALUE, OR FOR ANY CONSEQUENTIAL, INDIRECT, INCIDENTAL, SPECIAL, EXEMPLARY, OR PUNITIVE DAMAGES WHETHER ARISING OUT OF BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE), OR OTHERWISE, REGARDLESS OF WHETHER SUCH DAMAGES WERE FORESEEABLE AND WHETHER OR NOT SUCH PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, AND NOTWITHSTANDING THE FAILURE OF ANY AGREED OR OTHER REMEDY OF ITS ESSENTIAL PURPOSE.**

(b) **IN NO EVENT SHALL SELLER'S AGGREGATE LIABILITY ARISING OUT OF OR RELATED TO THIS AGREEMENT, WHETHER ARISING OUT OF OR RELATED TO BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE), OR OTHERWISE, EXCEED THE TOTAL OF THE AMOUNTS PAID TO SELLER FOR THE GOODS PROVIDED HEREUNDER.**

11. Compliance with Law. Buyer shall comply with all applicable laws, regulations, and ordinances. Buyer shall maintain in effect all the licenses, permissions, authorizations, consents, and permits that it needs to carry out its obligations under this Agreement. Buyer represents that the Buyer is, and shall continue to remain, fully compliant with all the applicable United States sanctions, anti-money laundering, anti-terrorism financing, embargo and export control laws and regulation, including, without limitation, the National Emergencies Act of 1976, 50 U.S.C. §§1601–1651, the International Emergency Economic Powers Act of 1977, 50 USCA §§1701–1707, and The Global Magnitsky Human Rights Accountability Act of 2012, 22 U.S.C. §2656, any and all Executive Orders and Treasury Department Office of Foreign Asset Control and Department of Commerce Bureau of Industry and Security regulations issued pursuant to the foregoing laws in respect of all applicable countries, entities and persons.

12. Termination. In addition to any remedies that may be provided under these Terms, USALCO may terminate this Agreement with immediate effect upon written notice to Buyer, if Buyer: (a) fails to pay any amount when due under this Agreement; (b) has not otherwise performed or complied with any of these Terms, in whole or in part; or (c) becomes

insolvent, files a petition for bankruptcy or commences or has commenced against it proceedings relating to bankruptcy, receivership, reorganization, or assignment for the benefit of creditors.

13. Waiver. No waiver by USALCO of any of the provisions of this Agreement is effective unless explicitly set forth in writing and signed by USALCO. 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.

14. Confidential Information. All non-public, confidential or proprietary information of USALCO, including but not limited to, specifications, samples, patterns, designs, plans, drawings, documents, data, business operations, customer lists, pricing, discounts, or rebates, disclosed by USALCO to Buyer, 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 use of performing this Agreement and may not be disclosed or copied unless authorized in advance by USALCO in writing. Upon USALCO's request, Buyer shall promptly return all documents and other materials received from USALCO. USALCO 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 Buyer at the time of disclosure; (c) rightfully obtained by Buyer on a non-confidential basis from a third party, or (d) is independently developed by Buyer without use of or reference to USALCO's confidential information.

15. Force Majeure. No party shall be liable or responsible to the other party, or be deemed to have defaulted under or breached this Agreement, for any failure or delay in fulfilling or performing any term of this Agreement (except for any obligations of Buyer to make payments to USALCO hereunder), when and to the extent such failure or delay is caused by or results from acts beyond the impacted party's ("Impacted Party") reasonable control, including, without limitation, the following force majeure events ("**Force Majeure Event(s)**"): (a) acts of God; (b) flood, fire, earthquake, disease, pandemic, epidemic, health crisis, or explosion; (c) war, invasion, hostilities (whether war is declared or not), terrorist threats or acts, riot or other civil unrest; (d) government order, law, or actions; (e) embargoes or blockades in effect on or after the date of this Agreement; (f) national or regional emergency; (g) strikes, labor stoppages or slowdowns, or other industrial disturbances; and (h) telecommunication breakdowns, power outages or shortages, lack of warehouse or storage space, inadequate transportation services, or inability or delay in obtaining supplies of adequate or suitable materials. . The Impacted Party shall give notice within seven (7) days of the Force Majeure Event to the other party, stating the period of time the occurrence is expected to continue. The Impacted Party shall use diligent efforts to end the failure or delay and ensure the effects of such Force Majeure Event are minimized. The Impacted Party shall resume the performance of its obligations as soon as reasonably practicable after the removal of the cause. In the event that the Impacted Party's failure or delay remains uncured for a period of 90 consecutive days following written notice given by it under this Section 15, the other party may thereafter terminate this Agreement upon fifteen (15) days' written notice.

16. Assignment. Buyer shall not assign any of its rights or delegate any of its obligations under this Agreement without the prior written consent of USALCO. Any purported assignment or delegation in violation of this Section is null and void. No assignment or delegation relieves Buyer of any of its obligations under this Agreement. USALCO may at any time assign or transfer any or all of its rights or obligations under this Agreement without Buyer's prior written consent to any subsidiary, affiliate or to any person or entity acquiring all or substantially all of USALCO's assets or business.

17. 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. Nothing herein shall be deemed to create an exclusive relationship between the parties. USALCO has the absolute right to sell goods and services, including any Goods, to other customers other than the Buyer.

18. No Third-Party Beneficiaries. 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 these Terms.

19. Governing Law & Jurisdiction. 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 Maryland without giving effect to any choice or conflict of law provision or rule. Any legal suit, action or proceeding arising out of or relating to this Agreement shall be instituted in the federal courts of the United States of America or the courts of the State of Maryland in each case located in the City of Baltimore, and each party irrevocably submits to the exclusive jurisdiction of such courts in any such suit, action or proceeding.

20. Solicitation of Personnel. For so long as there is any Offer in effect between Buyer and USALCO and for twelve (12) months thereafter, Buyer agrees that it shall not solicit for employment any employee of USALCO. This Section 20 shall not prohibit either of the parties from employing any person who has (i) had their employment agreement terminated by the other party prior to the commencement of his/her employment discussions with the relevant party, or (ii) responded to a general recruitment advertisement not specifically targeted at the person employed or otherwise engaged by the other party.

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 face of the Offer 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 or email (in each case, with confirmation of transmission), or certified or registered mail (in each case, return receipt requested, postage prepaid).

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 these Terms 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: Insurance, Compliance with Laws, Confidential Information, Governing Law & Jurisdiction, and Survival.

24. Amendment and Modification. These Terms may only be amended or modified in a writing stating specifically that it amends these Terms and is signed by an authorized representative of each party.