



Effective Date

September 1st, 2024

Specialty Metals Holdco LLC D/B/A The Lawton Standard Co., its affiliates and Subsidiaries including but not limited to: The C.A. Lawton Co; Midwest Manufacturing & Logistics LLC, Temperform LLC, Penn-Mar Castings LLC, Northern Iron LLC, Renaissance Manufacturing Group LLC (RMG), American Iron LLC, and AMSCO Services LLC ("Buyer") is purchasing goods and/or services through the issuance of a purchase order or other request for goods and services (the "Purchase Order" or "Order"). Seller is the party accepting the Purchase Order ("Seller"). Purchase Order and these terms and conditions constitute the entire agreement between Buyer and Seller (this "Agreement") and specify the goods ("Goods") and/or services ("Services") that are purchased by Buyer from Seller.

Acceptance

The Purchase Order and terms and conditions set forth herein shall be deemed accepted and binding upon Seller in their entirety and without variation upon written acceptance of this Purchase Order or Agreement of sale, verbal acceptance of this Purchase Order, fulfillment of this Purchase Order in whole or in part, or any course of conduct demonstrating Seller's intent to fulfill this Purchase Order in whole or in part. Acceptance of this Purchase Order, whether by written acknowledgement or by performance or conduct of the Seller, or otherwise, shall be upon the terms and conditions hereof; no other or additional terms or conditions, including any reference to the Seller's terms and conditions in quotation or other document provided by Seller, shall be binding on Buyer unless written approval thereof by Buyer specifically referring to such other or additional terms and conditions shall have been given to Seller. Any terms of an invoice, quotation or order acknowledgement, including any terms and conditions referenced in or attached thereto, or other writing that conflicts with the terms and conditions of this Agreement shall be null and void and this Agreement shall supersede any such conflicting terms.

From time to time, Buyer may provide Seller with, and Buyer's delivery schedules may contain, estimates, forecasts or projections of Buyer's future volume or quantity requirements for Products and/or the term of a program to which such Products relate. Such estimates, forecasts and projections (including, without limitation, any specific quantities specified on the face of a Purchased Order that is designated a "blanket purchase order") are not binding on Buyer and Buyer makes no representation, warranty, guaranty or commitment of any kind or nature, express or implied, regarding any such estimate, forecast or projection provided to Seller. No Product shall be shipped, or service performed under this Agreement until a Purchase Order has been provided by Buyer to Seller and a delivery date and location specified.

Damages Remedies

Without limiting any other remedy available to Buyer pursuant to this Purchase Order, Agreement or otherwise, if in the reasonable opinion of Buyer the Goods and/or Services are not in accordance with the requirements, specifications or instructions in the order or if Seller is in breach of any of its terms or warranties, Seller will, at the sole election of Buyer, and at Seller's cost (including any transportation and labor costs): 1. Either repair or replace, re-do the Goods or Services

to the Buyer 's satisfaction or 2. Pay an amount of damages to Buyer upon Buyer 's presentation of its actual damages/costs. If Buyer must remove a product or part from Buyer 's equipment, Buyer may do so and make it available to Seller. Seller will incur all costs of removal whether performed by Seller or Buyer. If Seller is unable or unwilling to repair, replace a product or re-perform a service, then Buyer has the right to cancel the Purchase Order in whole or in part without liability to Seller, and Buyer may source the Goods or Services from a third party and Seller will be responsible for all incremental and increased costs incurred by Buyer. At Buyer's election, these fees and increased costs may be paid directly by the Seller to the Third Party per the Third Party's terms. All damages relating to this Agreement are cumulative.

Limitation of Liability

IN NO EVENT SHALL BUYER BE LIABLE TO SELLER OR ANY THIRD PARTY FOR ANY INCIDENTAL, INDIRECT, PUNITIVE, EXEMPLARY SPECIAL OR CONSEQUENTIAL DAMAGES ARISING OUT OF, OR IN CONNECTION WITH ANY ORDER OR THESE TERMS AND CONDITIONS, WHETHER OR NOT BUYER WAS ADVISED OF THE POSSIBILITY OF SUCH DAMAGE. THIS INCLUDES BUT IS NOT LIMITED TO LOST REVENUES, LOST PROFITS, GOODWILL, ANTICIPATED SAVINGS, SPECIAL, MORAL OR PUNITIVE DAMAGES. IN NO EVENT SHALL BUYER'S LIABILITY TO SELLER EXCEED THE TOTAL AMOUNT OF FEES AS DETAILED IN BUYER'S PURCHASE ORDER OR SERVICE AGREEMENT.

Offset

Buyer has an absolute and irrevocable right to offset any loss or damages it suffers as a result of: 1. Sellers breach of any representations, warranties, or other obligations under this Agreement, 2. Seller's overcharge of any amounts to Buyer, or 3. any claims made against Buyer for which Seller has any indemnification obligation to Buyer, by withholding an amount equal to the alleged loss or damage from any amounts due and owing to Seller under this Agreement or any other agreement, order, or transaction between Seller and Buyer. Buyer will give notice to Seller of the reason for the offset in writing and Seller shall have thirty (30) days to remedy the issue prior to the offset.

Price

Unless otherwise specified in the Purchase Order, the price(s) stated in this Purchase Order include all charges for packing, storage, access, licenses, certifications, inspections, tests, tariffs, fees, transportation to destination or delivery point, surcharges, hauling and any taxes. Seller is charged and required to pay any Federal, State, Provincial or local sales or use taxes in connection with any transaction hereunder, Buyer will reimburse Seller for such tax unless Buyer advises Seller that an exemption applies. Seller may not increase prices on the equipment, merchandise or services ordered after the acceptance of the Purchase Order. Each Purchase Order shall disclose in writing which items are fixed and which are payable based on time and materials, which in the latter case shall include hourly rates and an estimate of total and not to exceed hours to complete performance.

Competitive Pricing

Seller agrees that the price(s) for Goods and Services presented and charged to Buyer are no less favorable than those extended by Seller to any other customer for the same Goods and Services in similar quantities. If, in the sole opinion of Buyer, any such Goods and Services do not remain competitively priced as defined above, Buyer may notify Seller of the

difference and Seller shall have thirty (30) days to agree to adjust the pricing or Buyer may terminate the affected Purchase Order(s) and purchase the Goods or Services from another Supplier without liability.

Entire Agreement

The Purchase Order and these terms and conditions constitute the entire agreement between Buyer and Seller for the goods and services stated on the Purchase Order and there are no warranties, agreements, or understanding express or implied that shall supersede this Agreement. No other document or terms, including any proposal or offer of sale, quotation or other document of Seller, including Seller's Terms and Conditions, shall become part of this Agreement unless incorporated in writing and agreed to and signed by both Parties. No failure of Buyer to require Seller's strict performance of these terms or Buyer's allowance of Seller to deviate from any term, condition, or specification set forth in this Purchase Order shall be construed as a waiver of Buyer's right to require strict performance of the same or any other term, condition, or specification in the future.

Non-solicitation

Seller agrees that during the term of this Agreement and for a period of two (2) years after the last payment made by Buyer to Seller, Seller will not directly or indirectly solicit for employment or hire an employee of Buyer. Seller acknowledges and agrees that hiring Buyer's employee will damage Buyer, cause immediate and irreparable harm to Buyer, and that Buyer shall have the right to seek injunctive relief, damages and will be entitled to its actual legal fees and costs incurred to enforce its rights herein.

Insurance

Seller is required to provide Buyer with certificates of insurance or validation of coverage prior to proceeding with work covered under the Purchase Order, Service Request or other documents of sale and Buyer must be listed as an additional insured. Seller must maintain the following minimum coverage:

General Liability (each occurrence) \$2,000,000
 Automobile/Truck (each occurrence) \$1,000,000
 Product Liability \$2,000,000
 Worker's Compensation (each occurrence) \$1,000,000
 Professional Liability (E&O) \$1,000,000
 Umbrella Liability \$15,000,000

Delivery

Time is of the Essence: The Goods and Services must be delivered or provided no later than the date on the Purchase Order, or in the event of a blanket purchase order, the date requested on the release or firm order). In the event that Seller is delayed or late, Buyer may (i) cancel the order without penalty, (ii) reject the Goods or Services in whole or in part and return the Goods to Seller at Seller's own expense, (iii) require a full refund of any monies paid (iv) claim damages for any additional costs incurred by Buyer which are attributable to Seller's failure to deliver the Goods or Services on the date they are due.

Force Majeure

Neither Buyer nor Seller will be liable for damages due to a failure to perform under this Agreement if such failure is due to: Acts of God, strike or other labor disputes; acts of governmental disruption or other cases beyond the reasonable control of either party. Seller must notify Buyer within five (5) days of the event that the order or service request may be

delayed by Force Majeure. If Seller is unable to meet Buyer's delivery schedule within thirty (30) days due to Force Majeure, Buyer may, without liability to Seller refuse shipment and terminate the Purchase Order or Agreement, in whole or in part, in Buyer's sole discretion, without any further liability to Seller. Buyer reserves the right to reject any shipment or services and will have no obligation to pay the Goods and Services if Buyer's business or operations are discontinued if whole or in part by Force Majeure.

Shipping/Risk of Loss

Title and risk regarding the Goods covered by this Purchase Order or other document of sale, passes to Buyer upon delivery of Goods to Buyer's Ship To location. Risk of loss or damage shall remain with Seller until the materials are physically delivered to Buyer following Buyer's delivery instructions unless Buyer contracts and is financially responsible for the pick-up and delivery of the goods. Delivery of any Goods is not complete until such Goods have been received and accepted by the Buyer. Seller shall make all efforts to notify Buyer at least twenty-four (24) hours' notice prior to delivery of Goods.

All invoices and shipping notices for Product shipped pursuant to any Purchase Order and these Terms & Conditions must reference: the Purchase Order number and/or any amendment or release number; Buyer's part number; Seller's part number (where applicable); quantity of pieces in shipment; number of cartons or containers in shipment; Seller's name and number; and bill of lading number, before any payment will be made for Product by Buyer. No invoice or other Seller document may reference any terms and conditions additional to or different from those specified in this Agreement. Buyer reserves the right to return all invoices or related documents submitted incorrectly and payment terms will be determined as of the date the latest correct invoice and/or shipping notice is received. Any unnecessary expense resulting from miss-routed shipments shall be charged to Seller.

Premium shipping expenses and/or any other related expenses necessary to meet Buyer's scheduled delivery dates shall be Seller's sole responsibility and this cost may not be passed through to Buyer.

Payment by Buyer for nonconforming Products shall not constitute an acceptance, limit or impair Buyer's right to assert any legal or equitable remedy, or relieve Seller's responsibility for latent defects.

Inspection/Defects

Goods and Services provided to Buyer under this Purchase Order or other sale document must be inspected by Seller prior to shipment or conclusion of service. In the event that Goods or Services have specific inspection requirements that are detailed in Buyer's order documents, Seller must follow the inspection requirements and provide the documentation of inspection to Buyer with the Goods and/or Services. Upon receipt of the Goods or Services, Buyer has a commercially reasonable amount of time to inspect before accepting them or paying for them. If Buyer determines that Goods or Services do not conform to the Purchase Order or related sale documents, Buyer may charge Seller for all related expenses to return the Goods to Seller or to correct the work done by Seller including packing and shipping. Buyer may require replacement goods and reasonable damages. If both Buyer and Seller agree, Buyer may accept the defective product or service at a discounted rate agreed to by the Parties.

Confidentiality/Proprietary Rights

The relationship between Buyer and Seller is confidential and not subject to public disclosure without consent of Buyer. All documents, specifications, drawings, technical data, notes, patterns, products customer information, or other data provided to Seller for the purposes of quoting or conducting work for Buyer, remains Buyer's exclusive property, and must be returned to Buyer at Buyer's request. Seller acknowledges that some of the documents and information provided by Buyer to Seller in connection with the Purchase Order or Agreement may also be the property of a third

party and is subject to the same rights and protections as those of Buyer under this paragraph. All of Buyer's property or property provided to Seller by buyer, including intellectual property must be protected, secured and maintained to avoid theft or disclosure in any way by Seller or its employees. Seller agrees that any concepts, designs, products, or other intellectual property that is conceived or created while working on Buyer's behalf shall be "Work Made for Hire" and Buyer retains ownership of all product and intellectual property therein.

Assignment

Seller shall not assign any duties, obligations, rights or liabilities without Buyer's written consent. Any unauthorized assignment is void. Buyer may assign its rights to another party without prior written consent from Seller.

Compliance

Seller must compliance with all state, federal and local laws and regulations including, but not limited (i) laws against harassment and discrimination of employees (Title VII of the Civil Rights Act of 1964, The Pregnancy Discrimination Act, The Equal Pay Act of 1963, The Age Discrimination in Employment Act of 1967, Title I of the American with Disabilities Act of 1990), (ii) laws regarding wage and hour compliance as well as laws against child labor (Fair Labor Standards Act, (iii) Laws protecting worker safety such as the Occupational Health and Safety Act (OSHA), NFPA, ANSI, and others as applicable (iv) Anti-corruption and Anti-bribery (Foreign Corrupt Practices Act, The Hobbs Act), (v) Environmental laws (The Clean Air Act, The Clean Water Act, CERCLA and EPCRA). All laws cited in this section are examples and are not all inclusive.

Waiver

If Buyer and/or Seller should fail to enforce any provisions of these Terms and Conditions, or fail to exercise any right herein, such failure may not be construed as a waiver of the provision(s). Any such failure to enforce does not invalidate these Terms and Conditions or the right of either party to enforce any of the provisions. No waiver will be valid unless it is made in writing and signed by the waiving party.

Termination

Termination for Cause: Buyer has the right to cancel all or part of any Purchase Order or Agreement on the date of notice of termination without liability if Seller (i) is in breach of any part of the Agreement or Purchase Order (ii) fails to perform as specified in the Order (iii) is not able to deliver on time and does not actively cure or correct in a timely manner, (iv) if Seller has a change in control or ownership of 50% or greater or Seller's business, (v) Seller or another party initiates proceedings under the bankruptcy laws or any other laws relating to the relief of creditors.

In the event of a Termination for Cause, Buyer will pay for any Goods or Services received that are accepted as of the date of termination.

Termination for Convenience: Buyer may terminate or cancel this Purchase Order or Agreement with written notice from Buyer to Seller. Buyer shall pay for (i) any Goods or Services provided to Buyer under the terms of these Terms and Conditions, (ii) the actual cost of work in process that is not otherwise saleable by Seller. Buyer shall not be responsible for any additional costs and/or lost profit.

Upon receipt of Buyer's notice of termination, Seller, unless otherwise directed in writing by Buyer, shall (1) terminate immediately all work under this Agreement in accordance with such notice; (2) transfer title and deliver to Buyer the usable and merchantable finished Products, work in process, and parts and materials that Seller produced or acquired in accordance with the firm quantities specified in Buyer's delivery schedules as of the date of termination and which Seller cannot use in producing goods for itself or for others; (3) settle all claims by subcontractors approved by Buyer, if any, for reasonable actual costs that are rendered unrecoverable by such termination; (4) take actions reasonably necessary

to protect property in Seller's possession in which Buyer has an interest and (5) upon Buyer's request, cooperate with Buyer in effecting the re-sourcing of the Products covered by this Agreement to an alternative supplier designated by Buyer

Upon the expiration or earlier termination of all or any portion of this Agreement for whatever reason, Seller agrees to promptly comply with all of its obligations under this Agreement and to take such further action as may be reasonably required by Buyer, including, without limitation, provision, at Buyer's request, of a sufficient bank of Products in addition to the firm quantities specified in Buyer's outstanding delivery schedules, to ensure that the transition of supply from Seller to any alternative seller chosen by Buyer will proceed smoothly.

Seller shall have no right to terminate this Agreement without the written consent of an authorized representative of Buyer

Severability

If any term or provision of this Agreement is held to be illegal or in conflict with any federal, state or local law or regulation, the validity of the remainder of these Terms and Conditions shall not be affected, and the rights and obligations of the parties will be construed and enforced as if these Terms and Conditions did not contain the particular term or provision that is held to be invalid.

Notices

Notices for either party shall be delivered by certified mail with receipt required. Copies of such notification may be delivered by electronic mail but do not replace the obligation of delivery by courier or US Mail.

Amendment

This Agreement may only be amended by a written agreement signed by both parties.

Electronic Signatures

These Terms and Conditions may be signed separately, and each shall constitute a fully executed document and shall be considered as one. Any signature that is delivered by email, fax or PDF will be considered an original signature and binding upon the parties.

Warranty

Seller warrants that all Goods and Services conform to all specifications, drawings, written instructions and are free from all defects and fit for the purpose required by Buyer. Seller also Warrants that such Goods and Services do not infringe upon any patent, trademark, copyright or other third-party rights. All Goods and Services are subject to Buyer's inspection and may be rejected at the time that Buyer discovers any defect. Defective Goods and Services may be returned, replaced, refunded or redone at Seller's expense including packing and shipping.

Payment

Seller shall invoice Buyer within thirty (30) days of delivery or completion. Buyer shall pay all properly invoiced amounts to Seller within ninety (90) days of receipt of each invoice, except for any amounts that are disputed by Buyer.

Governing Law/ Jurisdiction

All rights and obligations under this Agreement will be governed by the laws of the State of Michigan without regard to conflict of laws principles. The parties hereby consent to jurisdiction and venue in the State and Federal Courts in the State of Michigan for any disputes arising out of or relating to this Agreement. The parties specifically agree that unless stated to the contrary in this Agreement, the Uniform Commercial Code will apply to any sales of goods made to Buyer by Seller under this Agreement. SELLER AND BUYER WAIVE ANY RIGHT TO A JURY TRIAL WITH RESPECT TO ANY MATTER ARISING OUT OF THIS AGREEMENT.

By Singing this Agreement, the parties acknowledge that they may enter into the contract on behalf of their respective companies.

Executed this _____ day of _____, 20_____

Vendor

The Lawton Standard

Signature

Signature

Printed Name

Printed Name

Company Name

Company Name