

Amerinox Texarkana, LLC
Terms & Conditions
January 1, 2021

This document contains the Terms and Conditions for the provision of processing services and/or the sale of products by Amerinox Texarkana, LLC a Texas Limited Liability Company (“AmerinoxTX”). Each purchaser of any processing service or product (“Customer”) of AmerinoxTX agrees to be bound by these Terms and Conditions.

1. **Offer & Acceptance.** AmerinoxTX’s acceptance of a processing or purchase order from a Customer (each, an “Order”), shall be subject to these Terms and Conditions. Customer accepts these Terms and Conditions unless notifying AmerinoxTX in writing to the contrary within five days after receipt hereof. The Order will provide all processing specifications including coil/sheet tag #, product description, quantity required by size, interleave required, delivery dates, shipping instructions, invoicing instructions, special instructions and/or the like as to all or any part of the products and services described in the Order.
2. **Pricing/Payment.** Prices are set forth on the applicable Order, subject to adjustment by AmerinoxTX to conform to prices otherwise agreed. Unless otherwise noted therein, a Quotation shall be valid for thirty (30) days from the date thereof. All prices are payable in United States dollars. Payment shall be due net thirty (30) days from the date of invoice except as otherwise provided in the applicable invoice. Interest will be charged at an amount equal to one and one-half percent (1.5%) per month, or the maximum rate permitted by law, on all amounts past due.
3. **Taxes and Other Charges.** Customer shall pay (or reimburse AmerinoxTX for) any manufacturer’s tax, occupation tax, use tax, sales tax, excise tax, value-added tax, duty, custom, inspection or testing fee, or any other tax, fee or charge of any nature whatsoever imposed by any governmental authority, on or measured by the transaction between AmerinoxTX and Customer.
4. **Shipping & Delivery.** All Customer products are received and shipped FOB AmerinoxTX’ plant in Camden NJ. AmerinoxTX will place Customer products on a truck/rail according to Customer instructions. Periodically, AmerinoxTX may assist customer in arranging a shipment, but AmerinoxTX is doing so merely as an accommodation and is not undertaking any obligation or liability for lending such assistance. If damage occurs to Customer product after said product is loaded onto the method of transport, AmerinoxTX shall not have any liability for such product and/or damage thereto.
5. **Claims.** Claims for shortages or other errors in delivery must be made in writing to AmerinoxTX within ten (10) days after receipt of shipment. Failure to give such notice shall constitute unqualified acceptance of all shipments made prior to AmerinoxTX’ s receipt of Customer’s notice of claim, and shall constitute a waiver of all such claims by Customer. Claims for loss or damage to goods in transit should be made to the carrier and not to AmerinoxTX.
6. **Force Majeure.** All delivery dates are approximate. AmerinoxTX shall not be liable for any damage as a result of any delay or failure to deliver due to any act of God, act of Customer, embargo or other governmental act, regulation or request, fire, accident, strike, slowdown or other labor difficulties, war, terrorism, riot, delay in transportation, defaults of common carriers or, without limiting the foregoing, any other delays beyond AmerinoxTX’ s control.

7. Warranty.

- a. AmerinoxTX warrants that the products shall be free from defects with respect to AmerinoxTX's workmanship on that product and shall materially conform to the specifications set forth in the accepted Order or applicable Quotation at the time of delivery. Commercial standards will apply except as provided herein or unless AmerinoxTX has received, reviewed and acknowledged by written acceptance of Customer's own specified tolerances and standards. If Customer notifies AmerinoxTX in writing of nonconformity with this warranty within ten (10) days of Customer's receipt, AmerinoxTX, at its election, shall (i) promptly use reasonable efforts to remedy the nonconformity at no additional expense to Customer or (ii) pay Customer the replacement cost of any materials processed by AmerinoxTX. Replacement costs shall be equal to the lower of Customer's cost of the materials or the materials fair market value on the date Customer submitted its written warranty claim. The repair or payment of replacement cost shall be AmerinoxTX's sole obligation and Customer's exclusive remedy hereunder and shall be conditioned upon, at AmerinoxTX's option, delivery and transfer of title of such non-conforming products to AmerinoxTX. Products may not be returned to AmerinoxTX without AmerinoxTX's prior written permission; such returns will be on the terms and conditions as AmerinoxTX may require. Certain products or services sold by AmerinoxTX may incorporate products or services covered by third-party manufacturers' warranties. AmerinoxTX shall pass through and assign all such manufacturers' warranties to Customer, to the extent that such warranties are assignable. Any rights of Customer under those warranties are provided by the manufacturers and AMERINOXTX DOES NOT ASSUME ANY OF THE OBLIGATIONS UNDER THOSE WARRANTIES AND DOES NOT PROVIDE ANY WARRANTY COVERAGE COVERED BY THIRD-PARTY MANUFACTURERS' WARRANTIES.
- b. The foregoing warranty shall not apply (i) if Customer is in default of any of its obligations to AmerinoxTX, including, without limitation, payment of any amount due hereunder or otherwise; (ii) if the product is a secondary product (i.e., product that does not have written mill certification as "prime"); (iii) if the polished stainless product is 25 gauge or lighter; (iv) to the bottom side polish on any stainless sheet or plate product; (v) if the product is aluminum and Customer does not order it to be processed within 72 hours of its delivery to AmerinoxTX's facility or such product is found to be water stained after the date it is shipped from AmerinoxTX's facility; (vi) if the yield loss does not exceed at least 3% of the incoming coil weight to Customer; or (viii) if more than 10% of the coil has been processed by Customer, or a party other than AmerinoxTX, without authorization from AmerinoxTX. With respect to products described in the preceding clauses (ii), (iii) or (iv) above, AmerinoxTX shall run such products on a "best efforts" basis only and Customer agrees to accept same "AS IS".
- c. THE EXPRESS WARRANTY IN THIS SECTION IS EXCLUSIVE AND IN LIEU OF ALL OTHER REPRESENTATIONS AND WARRANTIES, EITHER EXPRESS OR IMPLIED, INCLUDING, WARRANTIES OF MERCHANTABILITY, NON-INFRINGEMENT, AND FITNESS FOR A PARTICULAR PURPOSE. Any description of the products, whether in writing or made orally by AmerinoxTX, specifications, samples, models, bulletins, drawings, diagrams, engineering sheets or similar materials used in connection with Customer's order are for the sole purpose of identifying the products and shall not be construed as an express warranty. Any suggestions by AmerinoxTX regarding use, application or suitability of the products shall not be construed as an express warranty unless confirmed to be such in writing by AmerinoxTX.

8. Limitation of Liability. IN NO EVENT WILL AMERINOXTX, ITS AFFILIATES OR THEIR RESPECTIVE DIRECTORS, OFFICERS, EMPLOYEES, OR AGENTS BE LIABLE FOR (a) CONSEQUENTIAL, SPECIAL, INDIRECT, INCIDENTAL, PUNITIVE OR EXEMPLARY

DAMAGES, COSTS, EXPENSES, OR LOSSES (INCLUDING LOST PROFITS OR OPPORTUNITY COSTS), REGARDLESS OF THE FORM OF ACTION, DAMAGE, CLAIM, LIABILITY, COST, EXPENSE, OR LOSS, WHETHER IN CONTRACT, STATUTE, TORT (INCLUDING NEGLIGENCE), OR OTHERWISE, OR (b) ANY ACTIONS, DAMAGES, CLAIMS, LIABILITIES, COSTS EXPENSES, OR LOSSES IN ANY WAY ARISING OUT OF OR RELATING TO THESE TERMS AND CONDITIONS FOR AN AGGREGATE AMOUNT IN EXCESS OF THE FEES SET FORTH IN THE INVOICE FOR THE PRODUCTS GIVING RISE TO LIABILITY.

9. **Gauge Specifications** – AmerinoxTX will use its best efforts to record the gauge of material received based on the description used in the receiving paperwork. In the event that Customer requests AmerinoxTX to change or otherwise alter the gauge displayed on the work orders, shipping tags, packing lists, bills of lading, and/or other reports, AmerinoxTX will do so but only upon receipt of written instructions from the Customer.
10. **Technical Information.** Any sketches, models, samples or designs submitted by AmerinoxTX shall remain the property of AmerinoxTX, and shall be treated as confidential information unless AmerinoxTX has in writing indicated a contrary intent. No use or disclosure of such sketches, models and samples, or any design or production process or techniques revealed thereby, shall be made without the express written consent of AmerinoxTX.
11. **Assignment.** Neither party may assign, transfer or delegate any of the rights or obligations under these Terms and Conditions without the written consent of the other party, except that AmerinoxTX may (a) assign and/or subcontract all or a portion of these Terms and Conditions to an affiliate or subsidiary without consent of Customer or (ii) assign its rights and obligations hereunder to any successor in interest to all or substantially all of the assets and business of AmerinoxTX, without the consent or approval of Customer.
12. **No Waiver of Breach.** No waiver of any breach of these Terms and Conditions will be a waiver of any other breach, and no waiver will be effective unless made in writing and signed by an authorized representative of the waiving party.
13. **Severability.** If any provision of these Terms and Conditions shall be deemed illegal or unenforceable, such illegality or unenforceability shall not affect the validity and enforceability of any legal and enforceable provision hereof, which shall be construed as if such illegal and unenforceable provision(s) had not been inserted herein.
14. **Governing Law; Jurisdiction.** These Terms and Conditions will be governed and construed under Texas law without regard to its conflict of law's provisions. Customer hereby submits to the personal non-exclusive jurisdiction of the courts of the State of Texas, for all purposes connected to the purchase and sale of the processing services and products. In any legal proceeding between the parties, venue shall exclusively lie in the state and federal courts situated in Bowie County, TX. Unless a lesser time period is specifically provided herein, any action by Customer against AmerinoxTX must be brought within twelve months after the event giving rise to the cause of action, or such action shall be barred notwithstanding any statutory limitations to the contrary.