

TERMS AND CONDITIONS OF SALE FISK ALLOY INC
February 2021

ENTIRETY These Terms and Conditions of Sale and all documents referenced herein (collectively, the "Terms") are the only terms and conditions which govern the sale of the ("Products") by Fisk Alloy Inc. ("Seller") to the buyer ("Buyer") and supersede all other terms and conditions, oral or written, and all other communications between the parties suggesting additional or different terms. These Terms and Conditions represent the final and complete understanding of the parties and may be amended or cancelled only by mutual written agreement. Seller's acceptance of the Buyer's Purchase Order or Buyer's acceptance of Seller's order confirmation or receipt of product delivered against said purchase order denotes Buyer's acceptance of Seller's Terms and Conditions. No terms of any document or form submitted by Buyer shall be effective to alter or add to these Terms without written acceptance thereof by the Seller.

ACCEPTANCE No contract for sale of Products manufactured by Seller will be considered confirmed until Buyer's order has been accepted at Seller's office in Hawthorne, New Jersey, USA or its European subsidiary in Antwerp, Belgium.

Price All quotations, unless otherwise expressly stated, are for immediate acceptance only. Unless otherwise agreed upon all prices shall be per unit of net weight in either kgs., gms or lbs., of the Product, excluding packaging, in the currency agreed upon with Buyer. Any additional charges such as, but not limited to freight, insurance premiums, fees for export, transit, import or other permits as well as certifications of conformance shall be borne by Buyer. Seller reserves the right to ship and invoice 10% more or less of the quantity ordered.

Corresponding to changes in metal commodity markets Seller's prices are subject to change without notice. All shipments to Buyer will be billed at Sellers' prices, including quantity extras and any commodity adjustment adders in accordance with price conditions stated in the order acknowledgement or sales contract and in effect on the day of shipment. Seller reserves the right to adjust prices in response to Buyers' changes in order quantity, delivery quantity and dates, the nature or scope of the agreed services, the product design, the material, the packaging, or if the execution of the purchase order has undergone changes to fulfill compliance to standards previously not communicated by Buyer. The Buyer shall have no right to change any quantity, size or specification, etc., of any Products ordered without the prior written agreement of Seller.

Taxes Selling prices for the Products transmitted herewith exclude all Federal, state and municipal excise, occupational processing, transaction privilege (sales), use and similar taxes as well as VAT wherever applicable.

Buyer's Credit All orders and shipments shall be subject to the approval of the Seller's Credit department.

Seller reserves the right to execute any one or more of the following options whenever warranted based on the financial condition of Buyer at Seller's sole discretion: alter or suspend credit; modify the credit terms provided herein; suspend a purchase order or halt production thereof. In any such case, in addition to any other remedies herein or provided by law, cash payments or satisfactory security from Buyer may be required by Seller before shipment, or Seller at its sole discretion may accelerate the due date of payment by Buyer under any contract or order with Seller. Seller reserves the right to retain possession of the Products and the right to stop Products in transit and to demand payment before delivery. Failure to pay Invoices when due (according to the terms on the face of the Invoice) may cause all subsequent invoices to be immediately due and payable in full, irrespective of their terms. Acceptance by Seller of any partial payment shall not waive any rights of Seller. Seller may decline to make delivery on any order except cash orders paid in full in advance.

Packaging Prices stated are based on Seller's standard packaging. Seller reserves the right of packaging goods on pallets, bulk or individual boxes. Packaging will be standard commercial package and acceptable to commercial carrier. Special customer packaging will be furnished only when specified by Buyer, acknowledged and accepted by the Seller. The cost of the special packaging shall be borne by Buyer.

Spool deposits are invoiced as separate line item and reimbursed in accordance with Seller's Spool Policy.

Returnable Packages Title to returnable reels, spools, drums, pallets, skids and cases (hereafter referred to collectively as "Spools") shall at all times remain with the Seller. Whenever Buyer shall have possession thereof, Buyer is to be deemed an insurer thereof.

Returnable Spools must be returned prepaid by Buyer accompanied by a Return Spool Authorization (RSA). SELLER RESERVES THE RIGHT TO CAUSE FORFEITURE OF BUYER'S DEPOSITS FOR ANY SPOOLS THEREOF THAT HAVE NOT BEEN RETURNED TO POINT OF ORIGIN WITHIN 12 MONTHS FROM DATE OF SHIPMENT OR ARE RECEIVED IN DAMAGED CONDITION.

PURCHASE ORDER CHANGE AND CANCELLATION Buyer will be responsible for all cost incurred by Seller in executing a purchase order up to the time of cancellation. Buyer shall be obligated to accept any portion of the goods shipped or delivered by Seller pending Seller's written approval of cancellation. All Product is made to order by Seller to Buyers specification and purchase orders may not be cancelled after Seller has begun production unless Seller agrees in writing.

SHIPPING AND DELIVERY

Shipping Date The shipping date is Seller's best estimate of the date shipment and will be made as stated on the order acknowledgement but does not bind Seller to ship or make deliveries by that date.

Delivery Terms Seller's shipping terms for domestic US shipments are FOB origin, freight prepaid and charged back unless otherwise specified in the order acknowledgement. Seller will select, pay the carrier and add the freight charges to the invoice for Buyer to pay.

For international shipments Seller's freight terms are Ex Works Hawthorne, New Jersey unless otherwise agreed upon. In both cases Incoterms in their latest revision will apply.

Seller reserves the right to control the routing on all shipments. Excess transportation charges assessed by transportation companies, covering shipments requiring special equipment for handling or transporting, will be charged to Buyer.

PRODUCTS

Specifications All Product is made to the written specification provided by Buyer. At all times and for each purchase order item, Buyer is obliged to provide Seller all contractual documents and current product specification detail and is responsible to inform Supplier of any changes thereto with all purchase orders, change orders, etc.

Confidentiality All information contained in any quotation, related e-mail correspondence, engineering drawings, product specification, description of manufacturing processes, created by Seller and submitted to Buyer thereof in connection with proposals for product manufacture, constitute Confidential and Proprietary Information owned by Seller. Sharing this information with the recipient does not constitute a transfer of ownership or authorize disclosure by the recipients, or confer any

Intellectual Property rights of any nature therein. Such information is intended only for evaluation purposes and should not be shared with any individual or entity not directly bound by a confidentiality agreement with Buyer. If this information is not utilized by Buyer, other than in connection with a mutually agreeable business relationship with Seller, then it must be returned to the sender immediately on demand, and not used for any other purpose.

Tolerances Unless otherwise stated or specified by the Seller, the Products furnished shall be subject to Seller's standard manufacturing tolerances.

Inspection Upon receipt Buyer is obliged to inspect the received shipment and report any and all observed transit or other damage thereto. Any failure of Buyer to inspect the Products on receipt at their facility shall relieve Seller of any liability for any and all defects and damage to the Product.

NO WARRANTY SELLER MAKES NO WARRANTY, EITHER EXPRESS OR IMPLIED, AS TO MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE OF ANY PRODUCTS SOLD HEREUNDER. Should any Product prove to be defective or not as ordered, provided that Product has not been unreel, altered, damaged, or modified, and Product has been properly and safely stored, Buyer should then notify Seller of any defect, obtain a Return Material Authorization (RMA) to return Product to Seller within 30 days of the dated RMA, freight collect. Seller, upon notice from Buyer, will either replace the product FOB the original point of delivery, or refund the purchase price, at Seller's option, and Seller shall have the right to require Buyer to return the defective Product. Returns must follow Seller's Claims and Return Policy available upon request.

Unauthorized returns (those where a Return Material Authorization number has not been issued by the Seller) are strictly forbidden and will not be accepted by the Seller. The remedies provided herein are Buyer's sole and exclusive remedies. Further, the parties expressly agree that Seller SHALL NOT BE SUBJECT TO ANY OTHER OBLIGATIONS OR LIABILITIES ARISING OUT OF BREACH OF CONTRACT, WARRANTY, ANY TORT CLAIMS, OR ARISING UNDER THEORIES OF LAW WITH RESPECT TO PRODUCTS SOLD OR SERVICES RENDERED BY SELLER; AND SELLER SHALL NOT BE LIABLE FOR ANY SPECIAL, CONSEQUENTIAL, INCIDENTAL OR CONTINGENT DAMAGES WHATSOEVER. Without limiting the generality of the foregoing, Seller specifically disclaims any liability for penalties, special or punitive damages, damages for lost profits or revenues, loss of use of products or equipment, cost of capital, facilities or services, down time, shut-down or slow-down costs or for any other kinds or types of economic loss. Seller limits its liability to the amount originally charged for the weight of the wire confirmed at Seller as defective.

FORCE MAJEURE The occurrence of a contingency, the non-occurrence of which was a basic assumption upon which the sale was made (including, without limitation, any act of God, or of a belligerent power, war, riot, strike, slow-down, lockout, explosion, fire, flood, storm, accident to or breakdown or failure or other outage of plant equipment or machinery, shortage of labor, fuel, power, equipment, materials or supplies, delay in scheduled start-up of a facility, insufficient transportation facilities or delay in transportation of product, equipment, material or supplies, irrespective of whether it is foreseen, foreseeable or anticipated), or compliance in good faith with any applicable foreign or domestic governmental request or regulation or order whether or not it later proves to be invalid (including, without limitation, any governmental request or regulation or order limiting production or relating to the environment, health or safety, or any governmental allocation, interference with, embargo or take-over of product or facilities, whether or not any of such matters are now in effect or foreseen, foreseeable or anticipated), that affects any of the facilities of Seller or of any other copper producing company from which Seller receives copper or other commodities, or that otherwise affects Seller's ability to perform under this Invoice as contemplated, by rendering Seller's performance either impracticable or materially more burdensome, shall excuse a delay in the promised delivery, and any non-delivery, in whole or in part, shall give to Seller and Buyer the rights and obligations set forth in Sections 2-615 and 2-616 of the Uniform Commercial Code as in effect at the time in the State of New Jersey. In addition, if good faith compliance with any applicable foreign or domestic governmental request or regulation or order, whether or not it later proves to be invalid, restricts Seller's ability to modify at its discretion its price in effect on the date of shipment for its Products, Seller shall not be obligated to make shipments hereunder during the period in which its ability is so restricted. Seller shall give Buyer reasonable notice of any decision not to make shipments for this reason.

GENERAL PROVISIONS

Patent Indemnification of Seller Buyer shall indemnify Seller for any costs, expenses (including attorneys' fees) and liability resulting from any patent infringement claims arising out of Buyer's use, consumption or resale of the Products.

Entire Agreement These Terms and Conditions, together with the Sales Contract and Credit Agreement, if any, constitutes the entire agreement of the parties with respect to the sale of the Products noted in the Invoice, and supersedes all prior oral or written agreements between the parties. No amendment or modification of the Invoice shall be binding on either party unless it is in writing and signed by both parties.

Arbitration Any dispute or claim arising out of or in connection with the Invoice, or any breach thereof, shall be resolved by arbitration in the State of New Jersey in accordance with the Rules of the American Arbitration Association. The award rendered by the arbitrator shall be binding on the parties and enforceable in any court of competent jurisdiction in the State of New Jersey.

Governing Law These Terms & Conditions shall be governed by and construed in accordance with the laws of the State of New Jersey, without regard to conflict of law's provisions.

Headings The headings used herein are for convenience only and are not intended to define, limit or describe the scope or intent of any provision here in.

Severability. If any provision contained herein for any reason is held invalid or unenforceable, such invalidity or unenforceability shall not affect any other provision hereof.
