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GENERAL TERMS AND CONDITIONS OF SALE

Effective Date February 01, 2025

These Terms and Conditions of Sale (“**Terms**”) are made between SIJ Americas, Inc. (“**Seller**”) and its customers (“**Buyer**”), in consideration of the mutual promises set forth below and exclusively apply to all contracts, offers, and deliveries of steel products (“**Goods**”) between Seller and Buyer. Any additional terms proposed by the Buyer, including but not limited to Buyer’s purchase orders, are expressly excluded unless agreed upon in writing by Seller.

1. Validity

1.1. Order. Buyer initiates transaction by sending Seller a written purchase order (“**Order**”) where it provides business information, including full name and address, specification of Goods, desired delivery terms, and other relevant data for a proper fulfillment of transaction.

1.2. Order Confirmation. Seller may issue a sales order confirmation (“**Order Confirmation**”), which terms will prevail upon the terms of Order. Buyer has 3 calendar days after receiving an Order Confirmation from Seller to object to any provision of that Order Confirmation. Objection must be in writing.

1.3. Buyer’s Terms Excluded. If Buyer does not send written objection to Seller within 3 calendar days, as stated above, Buyer is deemed accepted Seller’s Order Confirmation, all terms of such Order Confirmation and these Terms. Accepting purchase order or commencement of performance by Seller does not constitute acceptance of any of Buyer’s terms and conditions.

2. Price and Terms of Payment

2.1. Price. Goods’ purchase price shall be as stated on the applicable Order Confirmation, subject to

Section 2.2. Seller’s prices are based on the terms of the Incoterms (2020) and U.S. Shipping Terms (“**Terms of Shipment**”), definitive terms of delivery shall be stated in the Order Confirmation.

2.2. Price Subject to Change. Seller may unilaterally and without any additional notice to Buyer adjust the price of the Goods in cases including, but not limited to, an increase in the base price by the producing mill, increase in production costs, the cost of raw materials, or energy. Surcharges will be calculated and billed later in time, as per standard practice of the Seller.

2.3. Discrepancies in Invoicing. Seller may issue a correcting statement or invoice to amend an inaccuracy, such as typos, errors or omissions related to pricing or other terms, including but not limited to, surcharges.

2.4. Tariff and Other Duties. Buyer shall be solely responsible for payment of the tariffs and duties associated with the import of the Goods to the United States. Seller hereby expressly excludes any guarantee of tariff-free importation, including but not limited to cases when an import quota is or might be available, and/or there is a valid exclusion from tariff granted to Buyer. Buyer shall promptly, but not later than 30 calendar days from the date it receives an invoice from Seller with information on payment by Seller to U.S. customs office for Goods, reimburse Seller for all tariffs and other similar fees including in cases where the Goods were cleared by the U.S. customs office with no duty or tariff on their arrival, but later the customs office claimed an underpaid duty, irrespective of the reason for such demand from the customs office.

2.5. Payment Terms. Buyer shall pay no later than 30 calendar days from the Notify Date, as per Section 3.2, unless otherwise specified in the Order

Confirmation. If Buyer fails to make timely payment, Seller reserves the right to charge interest at 10% per annum on the unpaid amount and may demand securities or prepayment for future deliveries or declare immediate maturity of all outstanding payments.

2.6. Cost of Debt Collection. If the Buyer is late with payment or fails to pay the purchase price of the Goods, in whole or in part, the Buyer shall bear the full cost of collection. Such cost of collection includes, but is not limited to, the cost of alternative dispute resolution and/or litigation, as the case might be, legal services, cost of any and all third-party services related to collection (including insurance companies' services), mediators, settlement proceedings, and any and all possible expenses incurred by the Seller in pursuing the outstanding payment.

2.7. No Accord and Satisfaction. Seller shall apply any payment, whether full or partial, received from or for the account of Buyer, against the amount owed by Buyer, without constituting an accord and satisfaction of Buyer's liability.

2.8. No Set-Off. Unless the Seller agrees in writing, Buyer shall have no right to set-off a payment due for a separate delivery of Goods, notwithstanding any counterclaims it may have.

3. Delivery and Risk of Loss

3.1. Delivery Dates are Approximate. Approximate pick up or delivery date is provided in the Order Confirmation, unless otherwise agreed. Seller is not responsible for delays or non-delivery due to causes beyond its reasonable control, including, but not limited to, acts of God, strikes or other labor disturbances, the producer's inability to obtain raw materials or energy, or substantial increases in their cost, as well as transportation delays. Acceptance of Goods upon delivery or at pickup shall constitute a waiver by the Buyer of any claim for damages due to delay or non-delivery.

3.2. Notify Date. The terms of shipment are specified on the Order Confirmation. On the day the Goods are ready for pickup, or ready for delivery, the Seller or its shipping representative shall send the Buyer a notice ("Notify Date"). A Notify Date is the date on which the Seller notifies the Buyer that the Goods are ready for pickup or delivery, based on the agreed delivery arrangements.

3.2.1. Pickup: The Buyer shall collect the Goods within five (5) working days of the Notify Date. The Seller may issue an invoice on the Notify Date, and the countdown for the payment due date will commence from that date, irrespective of when

the Buyer actually picks up the Goods. If the Goods are not picked up on time as specified above, Seller reserves the right to invoice Buyer for warehouse cost.

3.2.2. Delivery: Buyers must confirm delivery within five (5) working days of receiving the Notify Date notification. If no specific arrangement is provided, the Seller reserves the right to issue an invoice on Notify Date, and the countdown for the payment due date will commence from that date, irrespective of when the Buyer confirms readiness to receive the delivery. If the Buyer does not communicate that it is ready to receive the delivery within a reasonable time, Seller may invoice Buyer for warehouse cost.

3.3. Transfer of Risk. The Buyer shall bear the risk of loss or damage to the Goods according to Terms of Shipment listed in the Order Confirmation; provided, however, that the Buyer shall bear the risk of loss or damage from the moment it fails to pick up the Goods or confirm the delivery arrangements within 5 working days from the Notify Date.

3.4. Title. Seller retains title to the Goods until the payment is received in full. If the Goods are processed, Seller becomes a co-owner proportionally to the value of the invoice. In the case of resale, Buyer assigns all receivables arising from the resale to Seller until full payment is made.

4. Limited Warranty

UNLESS OTHERWISE PROVIDED IN WRITING IN THE ORDER CONFIRMATION, SELLER MAKES NO WARRANTY WHATSOEVER WITH RESPECT TO THE GOODS, INCLUDING ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, WHETHER EXPRESS OR IMPLIED BY LAW OR OTHERWISE. SELLER ACCEPTS NO RESPONSIBILITY, RISK, OR LIABILITY TO BUYER OR OTHERS CONCERNING, RELATING TO, OR ARISING OUT OF THE PERFORMANCE, NONPERFORMANCE, FAILURE, EFFICACY, OR ANY DEFECT IN WHOLE OR PART OF ANY PRODUCT SOLD.

5. Limitations of Liability

SELLER'S LIABILITY, WHETHER IN CONTRACT, TORT, UNDER WARRANTY, OR OTHERWISE, SHALL NOT EXCEED THE PURCHASE PRICE OF THE GOODS AGAINST WHICH THE CLAIM IS MADE. SELLER SHALL NOT BE LIABLE FOR ANY SPECIAL, INDIRECT, INCIDENTAL, OR

CONSEQUENTIAL DAMAGES, INCLUDING COSTS OF SHIPMENT, DOWNTIME, LOST PROFITS, OR LOST SALES.

6. Claims

6.1. Inspection. Buyer shall inspect the Goods upon receipt. For shortage of Goods or if the Goods are visibly damaged, Buyer shall make a claim immediately, and in no case later than 3 days from receipt of Goods. Buyer shall submit a claim for all other issues including damage to wrapped Goods, non-visual defects, and all nonconformance to ordered specifications, that is not readily determinable, no later than 6 months of receipt of Goods. Buyer shall submit all claims in writing, and specify the detailed reason(s) for the claim and include evidence of the issues.

6.2. Waiver. THE FAILURE TO NOTIFY SELLER OF ANY CLAIM WITHIN THE TIME PERIOD SPECIFIED BY THIS SECTION SHALL CONSTITUTE A WAIVER OF AND BAR SUCH CLAIM.

6.3. Seller's Discretion. Buyer shall give Seller an opportunity to investigate the claim, and shall not return, repair or discard damaged Goods without Seller's written permission. If Seller finds that the claim is valid, Seller shall, at its sole discretion, (i) replace such Goods at Seller's location, or (ii) credit or refund the price for such Goods at the purchase rate. Buyer shall ship, at its expense and risk of loss, the nonconforming Goods to Seller's facility. If Seller exercises its option to replace nonconforming Goods, Seller shall, after receiving Buyer's shipment of nonconforming Goods, ship to Buyer, at Buyer's expense and risk of loss, the replaced Goods to the Seller's location. Buyer acknowledges and agrees that the abovementioned remedies are Buyer's sole and exclusive remedies for the delivery of damaged or nonconforming Goods.

7. Sales or Resales into the State of California, Proposition 65.

Buyer acknowledges that Seller's Goods may result in exposure to chemicals, including but not limited to lead and lead compounds, which are identified by the State of California as causing cancer, birth defects, or other reproductive harm, in accordance with Proposition 65 (www.P65Warnings.ca.gov). Buyer is solely responsible for complying with all applicable California laws regarding Proposition 65 warnings, including but not limited to providing notices to any customers in the State of California. Buyer shall indemnify, defend (if elected by Seller), reimburse, and hold Seller harmless from any and all claims, damages, costs, expenses, or

liabilities suffered by Seller as a result of Buyer's failure to comply with Proposition 65 requirements.

8. Confidentiality of Transaction

8.1. Confidential Information. Buyer agrees to maintain the confidentiality of all details of this transaction as governed by these Terms, including but not limited to the price, discounts, payment terms, Goods' proprietary information, and any other relevant details of the transaction.

8.2. No Disclosure. Buyer shall not disclose any such confidential information to any third party without the prior written consent of Seller, except as required by law or regulation, or to Buyer's legal or financial advisors who are bound by confidentiality obligations.

8.3. Good Faith. Buyer further agrees not to use any confidential information for any purpose other than for the execution and performance of its obligations out of the transaction.

8.4. Survival. This confidentiality obligation shall survive the termination or expiration of the relationships between Buyer and Seller covered by these Terms.

9. Insurance of Risks

Buyer shall maintain valid and sufficient insurance coverage for its business processes, including but not limited to business interruption insurance and cyber insurance. Such insurance coverage must be sufficient to cover any potential losses or liabilities that could arise in connection with Buyer's business operations, or any risks related to the Goods purchased under these Terms. Buyer shall, upon Seller's request, provide evidence of such insurance coverage.

10. Indemnification

Buyer agrees to indemnify, defend, and hold Seller and its officers, directors, managers, shareholders, members, partners, employees, agents, affiliates, successors, and permitted assigns harmless from any and all losses, damages, liabilities, deficiencies, claims, actions, judgments, settlements, interest, awards, penalties, fines, costs, or expenses of whatever kind (including reasonable attorneys' fees and the costs of enforcing any right to indemnification under these Terms), arising out of or relating to:

- (i) Buyer's negligence, willful misconduct, or breach of these Terms;
- (ii) Any third-party claims related to the Goods purchased from Seller;
- (iii) Any claims, damages, or liabilities arising from the use of information, designs, specifications, or instructions provided by Buyer to

Seller in connection with the Goods, including but not limited to any violation or alleged violation of intellectual property rights of third parties. Seller shall not be liable for any infringement of third-party intellectual property rights based on information provided by Buyer.

11. Miscellaneous

11.1. Force Majeure. Seller is not liable for delays or cancellations caused by events beyond Seller's reasonable control, including but not limited to natural disasters, strikes, or other industrial disturbances, mill conditions, temporary or permanent mill closures, embargoes, riots, terrorism, wars, or delays in transportation, including but not limited to road closures, port congestion, or customs delays.

In the event of any such delay or failure to perform, Seller will provide prompt notice to Buyer, and the time for performance shall be extended by a period equal to the time lost due to such delay. If the force majeure event persists for more than 30 calendar days, Seller may, at its option, terminate the affected order or the transaction without liability, by giving written notice to Buyer.

Should Seller's supply of Goods become limited due to a force majeure event, Seller reserves the right to allocate its available supply among its customers, including Buyer, in a manner it deems equitable.

11.2. Credit. Buyer represents and warrants that it is solvent and able to pay for the Goods purchased. If Seller has reasons to doubt Buyer's solvency or credit standing, Seller may by written notice, cancel any order, reevaluate all payment terms, or require full or partial payment or adequate assurance of performance from Buyer without liability to Seller in the event of a material adverse change to Buyer's financial condition.

11.3. Technical and Other Advice. Seller provides technical and other advice at Buyer's risk and assumes no obligation or liability for the use of such advice.

11.4. Governing Law. All matters arising under or relating to these Terms and Order Confirmation shall be governed by, construed, and enforced in accordance with the laws of the state of New York, without regard to its conflict of laws principles. Buyer and Seller will attempt in good faith to resolve promptly through negotiation any dispute arising from or related to these Terms and transaction between Buyer and Seller. Buyer expressly and irrevocably consents to the jurisdiction of the state and federal courts located in New York City, New York. Buyer waives the right to assert improper venue and forum non convenience in any of such actions.

11.5. WAIVER OF JURY TRIAL. BUYER, ACTING FOR ITSELF AND ITS SUCCESSORS AND ASSIGNS, HEREBY WAIVES ALL RIGHTS TO TRIAL BY JURY IN ANY LITIGATION ARISING FROM OR RELATED TO THESE TERMS.

11.6. Statute of Limitations. Any action, regardless of form, related to these Terms must be brought within one year after the Goods have been delivered to Buyer or picked up by Buyer, as the case might be.

11.7 Nonwaiver. No waiver of any term by Seller is valid unless in writing and signed by an authorized officer of Seller.

11.8. Notice. All notices must be in writing and are valid upon receipt. Email is an acceptable method only if delivery verification is used or the recipient has communicated via that email during the transaction's performance.

11.9. Severability. If any provision of these Terms or Order Confirmation is deemed invalid, illegal, or unenforceable under applicable law, the affected provision will be considered omitted or modified to conform to applicable law. The validity, legality, and enforceability of all other remaining provisions or parts of provisions will remain in full force and effect. Any clause required by applicable law is deemed incorporated into these Terms.

11.10. Titles for Convenience Only. All titles provided in these Terms are for convenience only and shall not be used to interpret meaning of a clause.

11.11. Right to Update and Revise Terms. Seller reserves the right to update, revise, or amend these Terms and Conditions of Sale from time to time at its sole discretion, without prior notice to Buyer. The updated version of these Terms will be effective immediately upon being posted on Seller's website or otherwise made available to Buyer. Buyer's continued use of Seller's Goods or services after any such updates or revisions shall constitute Buyer's acceptance of the revised Terms. It is the responsibility of the Buyer to review these Terms periodically to stay informed of any changes.

11.12. Integration and Modification. These Terms and Order Confirmation provisions constitute the entire and final agreement between the parties and supersede all prior agreements. Modifications must be in writing and signed by both parties.