

## TERMS AND CONDITIONS OF SALE OF CONTINENTAL CHEMICAL USA

1. **PAYMENTS.** Unless otherwise agreed to by Continental Chemical USA in writing, all amounts payable hereunder shall be due to Continental Chemical USA within thirty (30) days of invoice date, time being of the essence. Late payments shall bear interest at the rate of 18% per annum or the highest rate permitted by law; whichever is less. All prices shown are net, and, in addition to the price of goods. Customer shall pay all expenses including taxes, insurance, freight, carriage, and warehousing.
2. **TAXES AND PRICING.** All prices quoted are subject to change without notice and are exclusive of taxes. Customer shall pay all taxes resulting from transactions, including without limitation occupation, property, excise, sales, or use tax, but excluding any taxes based on the income of Continental Chemical USA. The purchase price, including applicable taxes, shall be subject to increase based on Continental Chemical USA's established price at the date of actual shipment, if shipment is delayed thirty (30) days, or more, beyond the scheduled shipment date, and such delay is caused in whole or in part by circumstances beyond the reasonable control of Continental Chemical USA as provided in paragraph 10.
3. **SHIPMENT.** (a) Scheduled shipment date is an estimate only. On or after the scheduled shipment date, customer shall accept shipment upon notification by Continental Chemical USA; or if customer refuses shipment. Then Continental Chemical USA is authorized to (1) have the goods transported and warehoused, at the customer's expense and risk, which act shall constitute shipment to Customer, in which event, Continental Chemical USA may declare as immediately due all amounts due upon shipment, or, if any amounts are financed by Continental Chemical USA, may declare as immediately due all amounts due upon shipment, or, if any amounts are financed by Continental Chemical USA, may declare the monthly installment payments to commence thirty (30) days from the date of such shipment to the warehouse, or (2) at Continental Chemical USA's option, defer shipment. (b) Continental Chemical USA may make partial shipments hereunder and may invoice for each such partial shipment separately. Each partial shipment will be deemed to be a separate sale; however, delay in delivery of any partial shipment will not relieve Customer of its obligation to accept delivery of remaining shipments. (c) Continental Chemical USA's shipping weights will govern for each shipment or partial shipment. Should Customer dispute the shipping weight of any shipment or partial shipment, Customer will promptly notify Continental Chemical USA in writing of the reasons for such dispute and provide to Continental Chemical USA all necessary documentation to substantiate the difference.
4. **SHIPPING TOLERANCES.** The goods sold are subject to Continental Chemical USA's published shipping tolerances in effect on the date of order or any then-applicable industry shipping tolerances for the goods if Continental Chemical USA has no tolerances. (Current standard +/- 10%)
5. **TITLE/RISK OF LOSS/INSURANCE.** Title to and risk of loss of the goods shall pass from Continental Chemical USA to the Customer when the goods or component parts whether manufactured by Continental Chemical USA or other supplier are placed in the possession of the carrier for shipment to Customer. Customer shall provide insurance to be for no less than the total amount owing to Continental Chemical USA with loss first payable to Continental Chemical USA.
6. **ACCEPTANCE OF GOODS.** Customer shall inspect or test all goods upon receipt. Customer shall be deemed to have affected final acceptance of the good within fifteen (15) days from the date of initial shipment, unless written notice is received by Continental Chemical USA within such period. In any case, the goods will be deemed accepted on the date when used or otherwise placed in commercial operation.
7. **WARRANTY.** (a) Continental Chemical USA warrants that title to the goods sold shall be free from any encumbrance, and will conform to the description contained on Continental Chemical USA invoice. (b) Continental Chemical USA DISCLAIMS ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR PARTICULAR PURPOSE. THERE ARE NO REPRESENTATIONS OR WARRANTIES EXCEPT AS PROVIDED IN WRITING SIGNED BY AN AUTHORIZED OFFICER OF Continental Chemical USA. (c) Customer is responsible for the designation and selection of product sold by Continental Chemical USA. Customer shall hold Continental Chemical USA harmless and indemnify and defend Continental Chemical USA (including its affiliates, assigns, directors, officers, employers, agents, and representatives) for any claims arising out of or relating to the design, specification, or use of product(s) sold by Continental Chemical USA to Customer.
8. **REMEDY.** Continental Chemical USA sole responsibility and liability and Customer's exclusive remedy under this agreement shall be limited to the repair or replacement of goods (f.o.b. Continental Chemical USA's shipping point) not conforming to the warranty, or, at Continental Chemical USA's option, to the return of the goods and refund of moneys paid thereon, without interest, provided Customer is not in default hereunder. IN NO EVENT SHALL Continental Chemical USA BE LIABLE FOR INCIDENTAL, CONSEQUENTIAL OR EXEMPLARY DAMAGES OR ATTORNEYS' FEES. Continental Chemical USA's obligation hereunder is subject to receipt of written notice of reject from Customer within thirty (30) days after such alleged defect shall be reasonably apparent to Customer.
9. **RETURNS.** Returned goods will be accepted only if Continental Chemical USA has given prior written consent. Handling, inspection, restocking, and invoicing charge also may be assessed against Customer. All returns allowed must be shipped at Customer's expense and must be in excellent resale condition. Material cut to Customer's specifications is not returnable.
10. **DELAY OR NONPERFORMANCE.** Continental Chemical USA shall not be liable for failure or delay in performance hereunder due in whole or in part to strikes, work stoppages, fires, acts of terrorism, accidents, wars, rebellions, civil commotion, public strife, acts of any government, whether legal or otherwise, acts of public enemies, forces majeure, or qualified labor, or any other causes beyond Continental Chemical USA's reasonable control; this specifically includes delays or inability to obtain product because of the actions of Continental Chemical USA's suppliers.
11. **DEFAULT.** In the event of Customer's refusal to accept shipment or other default, Continental Chemical USA, at its discretion and option, shall be entitled to retain all money paid by Customer on account as liquidated damages. If Customer fails to make any payments when due, or if there is a breach of any covenant or agreement by Customer, or if Continental Chemical USA deems itself insecure, then Customer shall be deemed in default and Continental Chemical USA shall have, at its option, the right to take immediate possession of the goods, and/or declare all unpaid amounts immediately due and payable and/or suspend shipments to Customer. Continental Chemical USA shall be entitled to set off any amount owed by Customer or any of Customer's related entities against any amount payable to Continental

Chemical USA in connection with any unpaid moneys due to Continental Chemical USA. Continental Chemical USA shall have all the rights and remedies of a secured party under the Uniform Commercial Code in addition to all other rights as established herein, which rights and remedies shall be cumulative. Waiver by Continental Chemical USA of any breach or default shall not constitute a waiver of any subsequent breach or default.

12. **EQUIPMENT.** (a) Any equipment including jigs, dies, and tools, (which Continental Chemical USA acquires for use exclusively in the production of goods for Customer) will be and remain Continental Chemical USA's possession and control; and any changes by Continental Chemical USA are permissible.  
(b) Any material or equipment owned or furnished by Customer to Continental Chemical USA will be carefully handled and stored by Continental Chemical USA while in Continental Chemical USA's possession. When for eighteen (18) consecutive months no orders acceptable to Continental Chemical USA are received from Customer for goods to be made from any such equipment or materials, Continental Chemical USA may, be written notice to Customer, request Customer to make disposition thereof at Customer's expense. If Customer fails to comply with such notice, Continental Chemical USA may make such use or disposition of said material or equipment as it desires, without liability or obligation to Customer.
13. **CANCELLATION.** Upon receipt of written notice from Customer, Continental Chemical USA shall cancel any orders as instructed, subject to Continental Chemical USA's (or its subcontractors) right to continue processing raw or finished material to the point at which processing can be halted with the least disruption and cost to Continental Chemical USA. Customer shall be responsible for all costs associated with the cancellation and completion of processing of material.
14. **ACCEPTANCE.** These Terms and Conditions shall be deemed binding on Customer by its purchase of products from Continental Chemical USA. These Terms and Conditions may only be modified if in writing and signed by an authorized office of Continental Chemical USA; each of these terms and conditions shall remain in effect unless the provision(s) are explicitly contradicted by the aforesaid writing. If customer submits a form with contrary terms or conditions, such order shall be considered as confirmation only and in no way amend, prevail over, supplement, or supersede any provision herein. These TERMS AND CONDITIONS may be superseded or revised by Continental Chemical USA ANNUAL TERMS AND CONDITIONS.
15. **GENERAL.** Continental Chemical USA may assign its rights and obligations under these Terms and Conditions. If Customer changes its corporate status, both Customer and its successors continue to be bound by these Terms and Conditions of Sale, but Continental Chemical USA reserves its rights under paragraph 11. No prior representation, affirmation, or agreement shall be enforceable unless set forth herein.
16. **NUCLEAR USE.** The products covered by these Terms and Conditions and sold by Continental Chemical USA are not intended for application in connection with the use or handling of nuclear material or the construction or operation of a nuclear installation. Customer shall not use these products for such purposes, or permit others to use these products for such purposes unless an authorized officer of Continental Chemical USA agrees to such use in writing. If any such use occurs without Continental Steel's written agreement, Continental Chemical USA disclaims all liability for any nuclear or other damages, in jury or contamination, and Customer shall protect, defend, and indemnify Continental Chemical USA, Continental Chemical USA's affiliates and directors, officers, employees, agents, and representatives of Continental Chemical USA and its affiliates from and against any and all claims, losses, damages, costs, actions, judgments, expenses and liability of every kind and nature whatsoever (including, without limitation, attorney's fees and costs and expenses of defense) which, either directly or indirectly, are in any way connected with, arise out of or result from such use.
17. **DISPUTE RESOLUTION/GOVERNING LAW.** Any and all disputes between Continental Chemical USA and Customer shall be determined subject to Florida's law, and its state or federal courts shall have exclusive jurisdiction. The parties hereby agree to the personal jurisdiction of the Florida courts, and that attorney's fees and costs shall be awarded to the prevailing party in any litigation. Customer must institute any action against Continental Steel within one year after Customer's claim arises, or such claim shall be barred notwithstanding any statutory limitations to the contrary.