

## ALUMINUM DYNAMICS, INC. - STANDARD TERMS AND CONDITIONS OF PURCHASE

1. Scope of Contract; Controlling Terms and Conditions; Price; Delivery. All of the foregoing Standard Terms and Conditions of Purchase, as well as the provisions on the facing sheet of this Purchase Order and any plans, drawings, specifications, or other documents attached to, incorporated by reference, or otherwise described in these documents shall constitute the “*Contract*.” Aluminum Dynamics, Inc. (the “*Buyer*”) reserves the right to make design, drawing, specification, or delivery schedule amendments or changes at any time. Unless otherwise specified in writing by Buyer, Buyer agrees to purchase the goods or services described herein from Seller only on the express condition that Seller assents to the exact terms and conditions set forth in this Contract, and to no other terms and conditions. Buyer objects to and shall not be bound by any such other terms or conditions, either in Seller’s offer, its expression of acceptance, or its confirmation or other communication which is different from, inconsistent with, or in addition to Buyer’s terms and conditions; and any such conflicting terms and conditions are hereby expressly rejected. Acceptance of or payment for the goods or services described herein, or any part thereof, shall not constitute an acceptance of or assent to any conflicting or non-conforming provisions of Seller’s offer, expression of acceptance, confirmation, or any other communication from Seller to Buyer which is different from, inconsistent with, or in addition to the terms and conditions hereof, nor shall it be deemed a waiver by Buyer of any such term or condition. Unless otherwise indicated, prices are firm. Payments are based on U.S. Dollars and payment shall be made in U.S. dollars. Seller shall be responsible for any taxes or duties on the goods or services described herein, except for any such taxes or duties imposed by applicable law specifically upon Buyer and which Seller is required to collect from Buyer. Delivery shall be made DDP Incoterms®2010, Buyer’s facility as specified in Contract (the “*Delivery Location*”), unless otherwise agreed to in writing.

2. Acceptance of Goods. If Buyer, in its sole discretion, determines goods or materials delivered per this Agreement are Nonconforming Goods or Excess Goods, Buyer may, at its option:

(a) If such goods are Nonconforming Goods, either: (i) reject Nonconforming Goods (including entire lots) for a refund plus any inspection, test, shipping, handling, and transportation charges paid by Buyer, or (ii) require prompt correction or replacement of such Goods on Buyer’s written instruction;

(b) if such goods are Excess Goods, reject such Excess Goods for refund, plus any inspection, test, shipping, handling, and transportation charges paid by Buyer; or

(c) in either case, retain such Goods.

Buyer shall ship from any location, at Seller’s expense and risk of loss, the Nonconforming Goods or Excess Goods to the nearest authorized Seller location. If Buyer exercises its option to replace Nonconforming Goods, Seller shall, after receiving Buyer’s shipment of Nonconforming Goods, ship to Buyer, at Seller’s expense and risk of loss, the replaced Goods to the Delivery Location in a timely manner. For purposes of this Section 2, “*Nonconforming Goods*” means any goods received by Buyer from Seller that: (i) do not conform to the specifications listed in the applicable Purchase Order, or (ii) on visual inspection, Buyer reasonably determines are otherwise Defective. Where the context requires, Nonconforming Goods are deemed to be goods for the purposes of this Contract; the term “*Excess Goods*” means goods that, when counted together with all other goods having the same specifications and received by Buyer under the same Purchase Order, are in excess of the quantities of the goods ordered under that Purchase Order; and the term “*Defective*” means not conforming to the representations and warranties in Section 3 below.

3. Representations and Warranties.

(a) Seller represents and warrants to Buyer that the goods or services (i) shall conform to Seller’s description and/or samples; (ii) shall conform to the requirements of Buyer’s plans, specifications, or design (if applicable); (iii) shall be free from defects in material, design, and workmanship and shall conform to Buyer’s specifications of materials; (iv) shall be of the kind and quality and shall perform in accordance with the plans and specifications specified in this Contract; (v) shall comply with all applicable country of origin, countries of passage, federal, state and local laws, rules, regulations, and ordinances; (vi) shall be produced in compliance with all local, state, federal, or other laws, rules, and regulations regarding non-discrimination and worker’s safety; and (vii) shall be accompanied, where required, by Material Safety Data Sheets which comply with OSHA’s Hazard Communication Standards under 29 CFR §1910.1200.

(b) **To the extent applicable, Seller and its subcontractors shall abide by the requirements of 41 CFR 60-1.4(a) or 60-1.4(b), 60-300.5(a), and 741.5(a). These regulations prohibit discrimination against qualified individuals based on their status as protected veterans or individuals with disabilities, and prohibit discrimination against all individuals based on their race, color, religion, sex, sexual orientation, gender identity, or national origin. Moreover, these regulations require that covered prime contractors and subcontractors take affirmative action to employ and advance in employment individuals without regard to race, color, religion, sex, sexual orientation, gender identity, national origin, protected veteran status or disability.** To the extent applicable, the employee notice requirements set forth in 29 CFR Part 471, Appendix A to Subpart A, are hereby incorporated by reference into this contract.

(c) Seller represents and warrants that all goods and services, including (but not limited to) equipment, processes, technology, programs, or know-how, that constitute the subject matter of this Contract, shall not infringe the patents, trademarks, or any other property or intellectual property rights of any other person. Seller shall defend Buyer against any such claims and shall be responsible for and shall indemnify and hold Buyer harmless from and against any expenses, judgments, or amounts paid in settlement in connection therewith. Furthermore, and without limiting Seller’s obligation to defend and indemnify Buyer hereunder or pursuant to Section 4, if as a result of any such infringement or violation Buyer is prevented or enjoined from using the goods, equipment, processes, programs or know-how, then Seller, at its own expense, shall immediately obtain for Buyer a license or right to continue to use the goods, equipment, processes, programs, or know-how, or, at Buyer’s election, and without compromise of quality, utility, delivery schedule, or use. Seller shall replace the

same with comparable goods, equipment, processes, programs, or know-how which does not so infringe, or shall effect sufficient modifications thereof or therein so as to avoid the infringement.

(d) Buyer is relying upon Seller with respect to the design, engineering, manufacture, and/or testing of the goods and services described herein, and Seller represents and warrants to Buyer that the goods or services shall be suitable and fit for Buyer’s specific purposes. Neither Buyer’s inspection of goods, during or after production, nor its approval of Seller’s drawings or other specifications shall relieve Seller from its responsibility for errors or omissions in the drawings or defects in or other non-conformities of the goods or services.

(e) Subject to commercially reasonable notification by Buyer of any defects or non-conformities, and a reasonable opportunity to cure such defects and/or non-conformities, Seller agrees that for a period of fifteen (15) months subsequent to Buyer’s acceptance and the commencement of start-up and actual regular use, it shall at its own cost and expense service, repair, replace, re-engineer, or otherwise correct any and all such defects or non-conformities, or if Seller refuses or, after reasonable attempts, fails or is otherwise unable to effect such repairs or corrections, Seller shall reimburse Buyer for Buyer’s full cost of effecting such repairs or corrections elsewhere. This warranty is a minimum warranty and shall not be deemed to reduce or replace any other of Seller’s otherwise applicable warranties.

(f) Seller, or any Seller affiliate, has not (i) commenced a voluntary case, or had entered against it a petition, for relief under any federal bankruptcy law or similar petition, order, or decree under any federal or state law or statute relative to bankruptcy, insolvency, or other relief for debtors, (ii) caused, suffered, or consented to the appointment of a receiver, trustee, administrator, conservator, liquidator, or similar official in any federal, state, foreign judicial or non-judicial proceeding, to hold, administer, and/or liquidate all or substantially all of its assets, or (iii) made an assignment for the benefit of creditors.

4. Indemnification by Seller. Seller shall indemnify and hold Buyer harmless from and against any and all claims, actions, liabilities, damages, expenses and costs, including attorney’s fees, arising out of or as a result of (i) any breach of any representation, warranty, or undertaking by Seller hereunder; (ii) any bodily injury or property damage caused by or resulting from any act or omission of Seller or any of its officers, employees, agents, contractors, or subcontractors, and related to the design, installation, engineering, manufacture, testing, servicing, or repair of the subject matter of this Contract, or (iii) any other default by Seller of its obligations hereunder. Buyer shall notify Seller of any infringement or similar claim, but, unless resulting in actual material loss of rights to Seller, Buyer’s notification to Seller shall not affect Seller’s indemnification obligations hereunder.

5. Excusable Delays. Neither party shall be liable to the other for any delay of performance hereunder, if such delay is due to circumstances beyond that party’s reasonable control, such as (without limitation) acts of God, natural disasters, industrial strife, government action, or unavailability of raw material supplies, and if reasonable advance notice thereof is given. If Seller should be unable, due to such a cause, to meet all of its delivery commitments to Buyer, Seller shall nonetheless use its best efforts to make deliveries hereunder as expeditiously as possible, on a non-discriminatory basis. However, if an alternative source is available to Buyer and if Buyer believes that the delay may impair its ability to meet production schedules or delivery schedules, or in the event of market price volatility, Buyer, at its option and without liability to Seller, may cancel any outstanding deliveries in whole or in part.

6. Buyer’s Confidential, Proprietary or Technical Information. Seller covenants and agrees that neither it nor any of its agents, employees, or sub-contractors, without the prior written consent of Buyer, will disclose to any other person, nor use for their own benefit, any of Buyer’s confidential, technical, or proprietary information (the “*Proprietary Information*”) not otherwise publicly known or lawfully within Seller’s possession, which Seller may have learned or obtained in connection with its work hereunder. Seller agrees that to the extent any of its contractors, sub-contractors, or agents require access to such Proprietary Information by reason of work required hereunder, Seller shall first require such contractors, sub-contractors or agents to become familiar with and to agree to be bound by the terms and conditions of this confidentiality undertaking.

7. Choice of Law and Forum; Alternative Dispute Resolution. This Contract, and all matters arising out of or relating to this Contract, are governed by, and construed in accordance with, the Laws of the State of Mississippi, without regard to conflict of law principles. Each party irrevocably and unconditionally agrees that it will not commence any action, litigation, or proceeding of any kind whatsoever against the other party in any way arising from or relating to this Contract, and all contemplated transactions, including contract, equity, tort, fraud, and statutory claims, in any forum other than the United States Court – Northern District of Mississippi or, if such court does not have subject matter jurisdiction, the courts of the State of Mississippi sitting in Lowndes County, Mississippi, and any appellate court from any thereof. Each party irrevocably and unconditionally submits to the non-exclusive jurisdiction of such courts.

8. Assignment or Delegation. Seller may not delegate, transfer, or assign this Contract, nor any rights or interests hereunder, without Buyer’s prior written consent.

9. Title and Risk of Loss. Title to goods shipped pursuant to this Contract, passes to Buyer upon the earliest to occur of (x) delivery of the Goods to Buyer, (y) payment of any portion of the Price for such Goods by Buyer, or (z) Buyer’s acceptance of the Goods. Title will transfer to Buyer even if Seller has not been paid for such goods, provided that Buyer will not be relieved of its obligation to pay for goods in accordance with the terms hereof.

10. Termination. Buyer may terminate the Contract at any time, with or without cause, by providing ten (10) days prior written notice of such termination to Seller.

11. Entire Agreement. This Contract, constitutes the entire agreement between Seller and Buyer with respect to the subject matter hereof and supersedes any prior or other agreements, written or oral, between the parties. No amendment, modification, waiver or release of any provision hereof shall be binding upon Buyer or Seller unless in writing.