

**STANDARD TERMS AND CONDITIONS OF SALE
FOR
FLAT-ROLLED PRODUCTS**

Aluminum Dynamics, LLC provides a variety of flat-rolled products, including hot rolled, cold rolled and/or coated aluminum products and slabs (herein, the “*Goods*”). For purposes of these Standard Terms and Conditions of Sale, the term “*Seller*” shall mean and refer to Aluminum Dynamics, LLC.

Sales to any buyer (herein a “*Buyer*”) of Goods by Seller shall be governed by these Standard Terms and Conditions of Sale (“*Standard Terms and Conditions*”) and they shall be binding upon both the Buyer and the Seller. Goods may include painted flat-rolled products (“*Painted Goods*”).

1.0 CONTROLLING TERMS AND CONDITIONS

These Standard Terms and Conditions will constitute the entire agreement between the Buyer and the Seller with respect to the sale, from time to time, of Goods by Seller to Buyer, except for matters involving quantity, price, specifications, or delivery terms, which will be agreed to in the manner provided below. The submission by Buyer of a purchase order or similar document (“*Purchase Order*”), and the terms and conditions set forth in a Purchase Order, shall not be considered an offer to, or otherwise act in any way, to amend, modify, alter, or terminate these Standard Terms and Conditions. The Purchase Order, and any confirming order or sales acknowledgement form, including the order acknowledgment to which these Standard Terms and Conditions may be attached (herein the “*Order Acknowledgment*”), sent by Seller, may be evidence of an agreement by the parties as to and limited to the quantity, price, specifications, or delivery terms of Goods to be sold hereunder. Without limiting the foregoing, (i) the terms and conditions of these Standard Terms and Conditions shall control in the event of any conflicting or inconsistent terms and conditions in a Purchase Order, and (ii) Buyer agrees that Seller will be selling Goods to Buyer based on and in reliance upon Buyer’s agreement that Buyer assents to all of the terms and conditions set forth herein. Seller’s performance or shipment of Goods shall not be deemed an acceptance of any provision of an offer, expression of acceptance, confirmation, or any other communication from Buyer (including a Purchase Order) which is different from, or inconsistent with, the terms and conditions of these Standard Terms and Conditions. Without limiting the foregoing, Seller objects to and is not bound by any term or condition on or in Buyer’s offer, Purchase Order, expression of acceptance, confirmation or any other communication which is different from, inconsistent with, or in addition to these Standard Terms and Conditions and any such terms and conditions proposed by Buyer are hereby expressly rejected.

2.0 PRICES

The price for Goods shall be as reflected in and agreed to by the parties in the Order Acknowledgment; provided, however, all prices quoted are U.S. dollars and Seller has the right to adjust price based on shortage of raw materials. If transportation charges are included in the prices, any changes in transportation charges shall be to Buyer’s account. Unless otherwise stated herein, Seller shall not be responsible for switching, handling, loading, sorting, storage, demurrage, or any other transportation or peripheral charges. If any tax, public charge, tariff, duty, or increase in such taxes or tariffs, is now, or shall be, assessed, levied, or imposed upon, or with respect to the sale of Goods by Seller to Buyer or upon any sale, delivery, or other action taken under any Order Acknowledgment, or upon the export or import of such Goods, or if any change shall be made in the custom house or railway classification of such Goods or in existing freight rates applicable thereto, the burden of such charge or change shall be borne by the Buyer.

3.0 TERMS OF PAYMENT

Subject to the provisions of Section 4 below, Buyer shall pay the net invoice amount for all Goods purchased in full within thirty (30) days from date of invoice, less one-half percent (0.5%) if paid in full within ten (10) days of the invoice date. Buyer agrees to pay interest on all amounts not paid within thirty (30) days at a rate of twelve percent (12%) per annum. In no event shall the rate of interest exceed the rate allowed under applicable law. If Seller shall, in its reasonable discretion, deem itself to be insecure regarding Buyer's ability to fulfill the terms of payment herein specified, whether due to Buyer's financial condition or any other reason, Seller may modify the credit terms herein, including requiring full or partial payment in advance of delivery. All payments shall be made in U.S. dollars.

4.0 CREDIT APPROVAL

Performance of work and shipment of Goods will at all times be subject to approval by Seller's Credit Department. Seller may at any time condition its performance upon receipt of advanced payment, acceptable security, or agreement to other reasonable credit-related terms and conditions. Buyer represents by placing its order that it is not insolvent as that term is defined in §1-201 (23) of the Uniform Commercial Code, and, should Buyer become insolvent before shipment of the Goods, it will promptly notify Seller. Failure to notify Seller shall be deemed to constitute a written representation of Buyer's solvency as of the date of shipment of Goods.

5.0 SHIPMENT

Unless otherwise indicated on the applicable Order Acknowledgment, shipment terms with respect to Goods are (i) EXW (Incoterms® 2020) loaded Seller's Columbus, Mississippi facility, or (ii) EXW (Incoterms® 2020) loaded the outside processing facility or storage facility specified in the applicable Order Acknowledgment, (in each case the "*Delivery Point*"). Delivery occurs and title and risk of loss pass to Buyer when Seller places the Goods at the disposal of Buyer at the Delivery Point. All claims for damages incurred during shipment, whether to person or property, shall be made by Buyer directly to the Carrier (as that term is defined by Incoterms® 2020), including any claims arising from the failure of the Carrier to comply with federal, state and local weight and/or size limitations. Shipment, to the extent required pursuant to clauses (i) and (ii) of this Section 5, shall be made freight prepaid and a freight charge shall be included in Seller's invoice, unless otherwise stated herein or in the applicable Order Acknowledgment. In the event that Seller arranges for a Carrier to ship the Goods to Buyer, Buyer acknowledges that such arrangement is for Buyer's benefit and does not impact the passage of title or risk of loss, and Buyer releases Seller for any claims arising out of the shipping of the Goods sold. Buyer further acknowledges that Seller's weighing of the Goods is not for the purpose of determining conformity of the shipment with local, state or federal laws or conformity with any permit issued to the Carrier.

6.0 SHIPMENT SCHEDULE AND INSPECTION

6.01 With regard to shipment of Goods:

- (a) Seller's weights govern each shipment.
- (b) Shipment schedules are approximate and are based upon market and production conditions at the time of Buyer's order. Seller shall in good faith attempt to have the Goods available for shipment by the date specified on Seller's Order Acknowledgment. Seller may make partial shipments. Buyer agrees, however, that Seller shall not be liable for any delay in or failure to have the Goods available

for shipment hereunder if such delay or failure is due to a Force Majeure Event as defined herein.

- (c) Buyer shall promptly inspect the Goods upon delivery. If, upon receipt by Buyer, the Goods shall appear not to conform to the description of Goods, Buyer shall immediately notify Seller of such condition and afford Seller a reasonable opportunity to inspect the Goods. No Goods may be returned by Buyer without Seller's prior written consent.

7.0 WARRANTY

7.01 Goods.

- (a) Subject to the provisions of Sections 8.0 and 10.0 below, for a period per the table below ("**Goods Warranty Period**"), Seller warrants that the Goods will conform to the specifications or grade described in the Order Acknowledgment (the "**General Warranty**"). For purposes of these Standard Terms and Conditions, the term "**Shipment Date**" shall mean the date the Goods are shipped from the Seller's place of business or from an outside processing facility or storage facility designated by Seller, as the case may be. The date the Goods are processed across the Seller's continuous anneal/solution heat treat process lines shall be the "**Heat Treat Date**".

Goods	Goods Warranty Period
3xxx series aluminum or similar non heat-treatable alloys	One (1) year after Shipment Date
5xxx series aluminum or similar non heat-treatable alloys	One (1) year after Shipment Date
6xxx series aluminum or similar heat-treatable alloys	Six (6) months after the Heat Treat Date

- (b) Subject to the provisions of Sections 8.01 and 10.0 below, and in addition to the General Warranty, Seller warrants that with respect to the Painted Goods, during the Painted Goods Warranty Period (as hereinafter defined), Seller has applied the paint to the aluminum in conformance with the paint vendor's specifications described in the Order Acknowledgment. Seller makes no warranty with respect to the paint and Buyer agrees that Buyer is relying exclusively upon the paint vendor for any warranty as to the paint. For purposes of this warranty, "**Painted Goods Warranty Period**" means that period of time that begins on the Painted Goods Shipment Date, or otherwise as contemplated under Section 6.01, and that expires upon the expiration or earlier termination of the paint vendor's specified warranty period. This warranty does not apply to Painted Goods exposed at any time to abnormal, corrosive or aggressive atmospheric conditions. Seller reserves the right to reduce or otherwise modify the duration of the Painted Goods Warranty Period for this warranty at any time, except as to orders already accepted, upon written notice thereof to Buyer.
- (c) **SELLER MAKES NO OTHER WARRANTIES, EXPRESS OR IMPLIED, AND SELLER EXPRESSLY EXCLUDES AND DISCLAIMS ANY**

IMPLIED WARRANTIES, INCLUDING THE WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.

- (d) Seller extends the warranties under this Section 7.01 only to Buyer. The warranties do not extend to Buyer's successors and assigns. The warranties are non-transferrable and non-assignable. Buyer and its agent and representatives may not claim, represent or imply to Buyer's customers, distributors, applicators or contractors that the warranties extend to parties other than Buyer, and any violation thereof shall excuse Seller from its warranty obligations under these Standard Terms and Conditions.

7.02 Seller shall have no obligations under this Section 7.0 unless and until Seller receives payment in full for the applicable Goods.

8.0 CLAIMS

8.01 With respect to Goods:

- (a) Buyer must exercise diligence in inspection of Goods as received from Seller to mitigate damages in the event of repair or replacement of non-conforming Goods.
- (b) Any claims made by Buyer against Seller based on breach of warranty or other provision under these Standard Terms and Conditions (i) must be made within the Goods Warranty Period and (ii) shall be subject to and made in conformance with Seller's General Claims Policy for Flat-Rolled Products ("**General Claims Policy**") in effect at the Shipment Date. A copy of the current version of the General Claims Policy has been or will be provided by Seller. Seller may, from time to time, amend the General Claims Policy, and Seller will make available to Buyer via Seller's website any amended and restated General Claims Policy.
- (c) Claims for breach of warranty under Section 7.01 must be made by Buyer within the applicable Goods Warranty Period but not later than thirty (30) days after Buyer first discovers the purported non-conformance. Such claims must be made in writing to Seller at Seller's address set forth on the applicable Order Acknowledgment. Buyer must give Seller a reasonable opportunity to inspect the purported defect. Adequate records of the Goods involved in the claim, including date of shipment by Seller, Buyer's Purchase Order (if any), Seller's Order Acknowledgment number (if any), and invoice number, and such evidence that establishes the claimed non-conformance is covered under the subject warranty must be provided by Buyer in connection with making the claim.
- (d) Any legal action that Buyer brings against Seller for breach of warranty under Section 7.01 must be brought on or before one year past Goods Warranty Period or be forever barred.
- (e) If Goods fail to conform to the applicable warranty given herein, and if Buyer has made a timely claim pursuant to Sections 8.01(b) or 8.01(c), then Seller will honor the claim in the manner consistent with the Seller's General Claims Policy, but always subject to the following: The remedy of (i) repairing the non-conforming Goods, (ii) replacing the non-conforming Goods, (iii) issuing a return authorization and credit for the purchase price of the non-conforming Goods, or (iv) adjusting

the purchase price of the non-conforming Goods, shall represent and constitute the sole and exclusive remedy available to Buyer for a breach of warranty (or other breach of contract) claim, tort claim (including negligence or strict liability), or any other claim with respect to the Goods. The remedy shall be determined by Seller in its sole and absolute discretion.

8.02 Limitation on Damages. THE LIABILITY OF SELLER ARISING OUT THE SUPPLYING OR SELLING OF THE GOODS, OR THEIR USE BY BUYER OR BUYER'S CUSTOMER, AND WHETHER BASED UNDER BREACH OF CONTRACT OR WARRANTY, IN TORT (INCLUDING NEGLIGENCE OR STRICT LIABILITY), OR OTHERWISE, SHALL NOT IN ANY EVENT EXCEED THE PURCHASE PRICE OF THE GOODS. THE REMEDIES SET FORTH ABOVE SHALL CONSTITUTE THE SOLE AND EXCLUSIVE REMEDY OF BUYER AND THE SOLE AND EXCLUSIVE LIABILITY OF SELLER WHETHER THE CLAIMS OF BUYER ARE BASED ON CONTRACT, WARRANTY, TORT (INCLUDING NEGLIGENCE OR STRICT LIABILITY), OR OTHERWISE. UNDER NO CIRCUMSTANCES SHALL SELLER BE LIABLE TO BUYER OR BUYER'S CUSTOMER FOR ANY **SPECIAL**, **CONSEQUENTIAL**, **INCIDENTAL**, OR **PUNITIVE DAMAGES**, WHETHER BASED UPON LOST GOODWILL, LOST RESALE PROFITS, WORK STOPPAGE, IMPAIRMENT OF OTHER GOODS, PROPERTY DAMAGE, LOSS OF USE, EXPENSES OF RECALL, OR OTHERWISE.

8.03 Buyer assumes all liability for any loss, damage or injury to persons or property arising out of, connected with, or resulting from the use of Goods, either alone or in combination with other products.

9.0 FAILURE TO ACCEPT AND CUSTOMER CANCELLATION

9.01 Failure to Accept Shipment. Except where and only to the extent that Seller has agreed in writing to accumulate Goods for Buyer's account for later shipment, and without otherwise limiting Seller's remedies available under the law, if Buyer requests a delay of a shipment of Goods otherwise ready for shipment, or Buyer fails to release Goods for shipment or Buyer fails to provide information or documentation necessary for the delivery of Goods otherwise ready for shipment, then Seller shall have the following rights and remedies: (i) Goods may be placed in storage and Seller may charge Buyer reasonable storage fees commencing three (3) calendar days after Seller's notice to Buyer that the Goods are available for Delivery, (ii) Seller may immediately invoice Buyer for the Goods, and (iii) title and risk of loss of the Goods passes to Buyer.

9.02 Buyer Cancellation. Buyer may not cancel, modify or otherwise change orders after Goods are in process or scheduled for production without Seller's prior written consent, which consent may be withheld in Seller's sole discretion. Any such cancellation, modification or alteration shall be subject to such conditions as may be mutually acceptable to Buyer and Seller, which conditions shall include, at a minimum, protection of Seller against loss. A minimum aggregate order is forty (40) thousand pounds. Without otherwise limiting Seller's remedies, if Buyer cancels an order, Seller may also impose, and Buyer agrees to pay a reasonable cancellation fee.

10.0 PERMISSIBLE STANDARDS, TOLERANCES AND VARIATIONS; INFORMATION PROVIDED BY OTHERS

Except as otherwise stated herein or as otherwise agreed to in writing in a separate instrument, with specific reference to or intended to govern this transaction, all Goods shall be produced in accordance with Seller's standard practices. All Goods, including those produced to meet an exact specification, shall be subject to tolerances and variations consistent with usages of the trade and regular mill practices concerning dimension, weight, straightness, section, composition and mechanical properties, normal variations in surface, internal conditions and quality, deviations from tolerances and variations consistent with practical testing and inspection methods, and regular mill practices concerning over and under shipments. Seller shall not be responsible for the correctness, adequacy or consistency of any specifications or other information furnished by others, including, but not limited to, drawings, material specification, codings, structural design or details, plans, bills of material, or any other type of information, regardless of how it is communicated.

11.0 REMEDIES UPON FAILURE TO PAY

In the event Buyer fails to make payment of the purchase price or any portion thereof when due, Seller shall have the right to (i) suspend performance with respect to any pending order or shipment of Goods, and (ii) employ an attorney to collect the balance due and Buyer agrees to pay all collection costs and expenses incurred by Seller, including Seller's reasonable attorneys' fees.

12.0 APPLICABLE LAW

These Standard Terms and Conditions shall be governed by and construed in accordance with the laws of the State of Mississippi. Both parties, each acting for itself and its successors and assigns, hereby expressly and irrevocably consents to the jurisdiction of the state and federal courts of the State of Mississippi for any litigation which may arise out of or be related to these Standard Terms and Conditions. Both parties waive any objection based on forum non-convenience or any objection to venue of any such action. Any action or suit initiated by Buyer in connection with these Standard Terms and Conditions must be brought in a state or federal court of the State of Mississippi. THE UNITED NATIONS CONVENTION ON CONTRACTS FOR THE INTERNATIONAL SALE OF GOODS SHALL HAVE NO APPLICATION TO THESE STANDARD TERMS AND CONDITIONS.

13.0 COMPLIANCE WITH LAWS

By acceptance of these Standard Terms and Conditions and/or the receipt of the Goods, Buyer represents and warrants that it is not subject to any U.S. sanctions laws, directly or indirectly, and is in compliance with all applicable U.S. and foreign laws in relation to the transaction, including the U.S. Foreign Corrupt Practice Act and regulations administered by the U.S. Office of Foreign Assets Control. Buyer confirms that the Goods will not be re-exported or transshipped in violation of any export controls or sanctions regulations of the United States, including but not limited to trade embargoes and denied parties lists. The Goods are exported from the United States in accordance with the Export Administration Regulations. Diversion contrary to U.S. law is prohibited. A separate End Use Certification or export compliance documentation may be required by Seller, and shall be provided by Buyer upon request, for any order leaving the United States.

14.0 FORCE MAJEURE

Seller shall not be liable for delays in performance due to causes beyond the reasonable control of Seller, including, but not limited to, acts of God, acts or omissions of Buyer, acts of civil or military authorities, fire, strikes, power surges or outages, epidemics, imposition of laws or regulations by

any government, quarantine restrictions, flood, natural disasters, riot, war, or inability to obtain necessary labor, materials or supplies (each a “*Force Majeure Event*”).

15.0 CONFIDENTIAL INFORMATION

All non-public, confidential or proprietary information of either Seller or Buyer, including specifications, designs, documents, data, business operations, pricing, discounts or rebates, disclosed by either Seller or Buyer to the other, that is identified as confidential or proprietary at the time of disclosure, or disclosed under circumstances by which the receiving party should reasonably understand such information is to be treated as confidential or proprietary in connection with the sale of Goods by Seller to Buyer is confidential, solely for the use of performing these Standard Terms and Conditions and may not be disclosed or copied unless authorized in advance by the disclosing party in writing. Upon the disclosing party’s request, the other shall promptly return all documents and other materials received from the disclosing party. The disclosing party, in addition to all other remedies available at law (which remedies are not waived by the exercise of any rights hereunder), shall be entitled to specific performance and injunctive and other equitable relief as a remedy for any breach or threatened breach of this Section 15.0, and the other party hereby waives any requirement for the securing or posting of any bond or the showing of actual monetary damages in connection with such claim.

16.0 WAIVERS

Any waiver by Buyer or Seller of a breach of a term or condition of these Standard Terms and Conditions shall not be construed as a waiver of any other breach of any other term or condition, or a waiver of any similar future breach of the same term or condition.

17.0 INTEGRATION AND NO ORAL MODIFICATIONS

Except as otherwise provided in Section 1.0, these Standard Terms and Conditions contain the entire understanding between the parties with respect to the transactions and subject matter contemplated hereby and supersedes, merges, and replaces all prior and contemporaneous agreements and understandings, oral or written, between the parties. These Standard Terms and Conditions may not be orally amended or changed but may only be amended or changed by written instrument executed by both the Seller and the Buyer. The provisions of these Standard Terms and Conditions may be waived only by a written instrument executed by the party waiving such provision.