

1. General

These terms and conditions (these “**Terms and Conditions**”) are the exclusive terms and conditions that govern the provision of goods or services by Seller to the person or entity receiving goods or services from Seller (“**Buyer**”), except with respect to online orders in which case these Terms and Conditions are Additional Terms and are supplemental to our online **Terms of Use**. The terms in any written order acceptance provided by Seller (the “**Order Terms**”) and these Terms and Conditions comprise the entire agreement between the parties, and supersede all prior or contemporaneous understandings, agreements, negotiations, representations and warranties, and communications, both written and oral. No terms or conditions other than these Terms and Conditions and the Order Terms, whether contained in Buyer’s purchase order, shipping release, or elsewhere, shall be binding upon Seller and Seller hereby expressly objects to any such terms or conditions, including any Incoterms® or commercial terms other than those stated herein. All quotations from Seller are subject to change without notice. Acceptance of any quotation by Buyer shall not impose any duties on Seller until Seller expressly accepts a purchase order submitted by Buyer. Acceptance by Seller (i) is expressly made conditional upon assent by Buyer to all of these Terms and Conditions and (ii) shall *only* occur upon the earlier of (i) Seller’s express written order acceptance of Buyer’s purchase order or (ii) Seller’s shipment of the goods set forth in Buyer’s purchase order. For purposes of clarity, neither the placement of an order online nor the delivery of an auto-generated order receipt confirmation shall constitute acceptance of a purchase order by Seller. Buyer’s assent to these Terms and Conditions shall be conclusively presumed from Buyer’s receipt of Seller’s acknowledgment of Buyer’s order without prompt written objection thereto or from acceptance by Buyer of all or any part of the goods ordered.

None of these Terms and Conditions may be waived, added to, modified, superseded, or otherwise amended except by an

express written instrument signed by Seller and delivered by Seller to Buyer (for greater certainty, these Terms and Conditions may not be added or modified simply based on contradictory terms contained in the sales order, order confirmation, bill of lading, or invoice issued by Seller). Each shipment shall be subject to the approval of Seller's Credit Department.

2. Prices

Prices charged for the goods covered hereby shall be Seller's prices in effect at the time of shipment. Buyer shall pay the prices charged for the goods in accordance with the payment terms set forth on the invoice delivered by Seller.

3. Incoterms®2010

FCA Seller's Location Incoterms®2010. The term "Seller's Location" is defined as the "Shipped From" address on Seller's documentation including, but not limited to, sales order, order confirmation, bill of lading, and invoice issued by Seller to Buyer.

4. Legal Delivery

In all cases, delivery is always completed when the goods have been loaded on the means of transport at the Seller's Location as defined as the "Shipped From" address on Seller's documentation. For greater certainty, the goods shall NEVER be considered to be delivered when it reaches the place of destination provided for in the contract of carriage, if any.

5. Transfer of Title and Risk of Loss

Title to goods and risk of loss of the goods shall pass to Buyer when delivered at Seller's Location as defined as the "Shipped From" address on Seller's documentation.

6. Contracts of Carriage

Seller has no obligation to the Buyer to make a contract of carriage.

However, Buyer may request Seller to arrange for transportation as agent and strictly on Buyer's behalf, and in such cases, Seller arranges such transportation solely for the account of Buyer and Seller shall invoice the freight charges to Buyer in accordance to the freight terms based on Seller's issued sales order, order confirmation, and/or shipment documentation. Where Buyer requests Seller to arrange for transportation of the goods to Buyer's specified location, Buyer shall provide Seller with Buyer's choice of carrier, and if such carrier information is not provided, Buyer shall be taken to have authorized Seller to select a common carrier on behalf of Buyer. All prices inclusive of freight charges where applicable are based upon prevailing freight rates and transportation charges, and if these are increased or decreased, such prices on all unshipped tonnage shall be increased or decreased accordingly. Cash discounts apply only on the mill price of the material used to produce the goods. Seller shall have the option of shipping freight collect.

For greater certainty, the fact that the Seller may contract for carriage, strictly on Buyer's behalf and solely for the account of Buyer as its agent, shall not have any impact on the place of legal delivery or the transfer of title and risk of loss as provided for in paragraphs 4 and 5 above and shall not affect or modify the use of the **FCA Seller's Location Incoterms®2010**.

Carriers are responsible for goods lost or damaged in transit and Buyer must immediately notify the carrier in writing of such loss or damage.

7. Contracts of Insurance

Seller has no obligation to Buyer to make a contract of insurance. However, Seller shall provide Buyer, at Buyer's request, risk and expense (if any), with information in Seller's possession that Buyer needs for obtaining insurance.

8. Taxes and other Charges

Any excise, duties, levies, taxes or similar charges which Seller may be required to pay or collect under any existing or future law, upon or with respect to the sales, purchase, delivery, storage, processing, use, consumption, or transportation of any of the goods or services covered hereby, shall be for the account of Buyer and Buyer agrees to pay the amount thereof to Seller upon request. Seller shall not be responsible for spotting, switching, or drayage charges at destination.

9. Import Formalities

Unless expressly agreed otherwise, it is the responsibility of Buyer to obtain, at its own risk and expense, any import license or other official authorization and carry out all customs formalities as importer of record (IOR) for the import of the material and for its transport to any country (the “**Import Formalities**”).

For greater certainty, to the extent that the parties expressly agree to have Seller performing the Import Formalities, the parties agree and acknowledge that the use of the **FCA Seller’s Location Incoterms®2010** shall only be modified so that Seller performs the Import Formalities but that all other rights and obligations specifically provided for under such Incoterms® shall remain in force and unaffected. In this respect, Buyer undertakes to provide Seller with an executed copy of Form GST532 *Agreement and Revocation of an Agreement Between Supplier and Constructive Importer* prior to the importation of the material. Buyer acknowledges and agrees that Seller may collect all applicable GST/HST from Buyer on the supply of goods deemed to have been made in Canada.

10. Seller’s Performance

In the event that Seller’s performance is delayed, interfered with, or prevented by war, fire, strike, flood, acts of God, shortages of material, fuel, or power, delay in transportation, equipment breakdowns, riot, theft, differences with workmen or employees, or

accident, or by any law, order, regulation, or requisition of any governmental agency or body, or any other cause beyond the control of Seller, Seller shall, with respect to any portion of Seller's performance unperformed by reason of such occurrence, at its option, be relieved from further responsibility, whether or not such cause is operative at the time of Seller's acceptance of Buyer's order. In the event Seller elects to complete its performance, the time of Seller's performance shall be extended for such period as may be necessary to enable Seller to make delivery after such cause has been removed, and Seller shall have the right to apportion its production among its customers (including Seller's regular customers not then under contract) and Seller's own departments and divisions in any manner Seller deems equitable.

11. LIMITED WARRANTY

Seller agrees to replace or allow credit, at its option, for goods found to be defective within a reasonable time but in no event more than one year after receipt by Buyer, but will not be liable for any labor, expense, or damage resulting from the use of such goods or in connection therewith. No claim will be recognized unless presented to Seller in writing within a reasonable time, but in no event more than one year after receipt of the applicable goods by Buyer and unless Seller is promptly afforded a reasonable opportunity to inspect such goods after such claim has been presented. Goods shall not be returned to Seller unless Seller authorizes such return by prior written notice to Buyer.

12. Limited Remedies

The remedies provided for in paragraph 11 hereof are Buyer's exclusive remedies and Seller's liability shall not under any circumstances exceed the amount paid to Seller for the applicable goods.

IN NO EVENT SHALL SELLER BE LIABLE TO BUYER OR TO ANY THIRD PARTY FOR ANY LOSS OF USE, REVENUE OR

PROFIT, OR FOR ANY CONSEQUENTIAL, INCIDENTAL, INDIRECT, EXEMPLARY, SPECIAL OR PUNITIVE DAMAGES WHETHER ARISING OUT OF BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE) OR OTHERWISE, REGARDLESS OF WHETHER SUCH DAMAGE WAS FORESEEABLE AND WHETHER OR NOT SUCH PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, AND NOTWITHSTANDING THE FAILURE OF ANY AGREED OR OTHER REMEDY OF ITS ESSENTIAL PURPOSE.

13. No Other Warranties

THERE ARE NO WARRANTIES, WHETHER EXPRESS OR IMPLIED, OTHER THAN THOSE EXPRESSLY SET FORTH HEREIN. ALL OTHER WARRANTIES, INCLUDING WARRANTIES OF MERCHANTABILITY AND OF FITNESS FOR A PARTICULAR PURPOSE, AND ALL WARRANTIES WHICH MIGHT OTHERWISE ARISE FROM COURSE OF DEALING OR USAGE OF TRADE, ARE HEREBY SPECIFICALLY DISCLAIMED AND EXCLUDED.

14. Buyer Representations

BUYER REPRESENTS AND WARRANTS TO SELLER THAT THE GOODS ARE BEING PURCHASED FOR RESALE OR FOR COMMERCIAL USE AND THAT ANY WARRANTIES GIVEN HEREUNDER ARE NOT SUBJECT TO THE REQUIREMENTS OF THE MAGNUSON-MOSS WARRANTY-FEDERAL TRADE COMMISSION IMPROVEMENT ACT, 15 U.S.C. SECTION 2301 et seq. ANY WARRANTIES HEREUNDER, WHETHER EXPRESS OR IMPLIED, ARE MADE TO BUYER ONLY, AND TERMINATE UPON TRANSFER OF THE GOODS TO ANY OTHER PERSON FOR ANY PURPOSE WHATSOEVER.

15. Seller's Standard Manufacturing Practices

Goods shall be within the limits and sizes manufactured by Seller and shall be subject to Seller's standard manufacturing practices.

16. Weight

Goods purchased on the basis of weight are subject to customary quantity variations recognized by trade practice.

17. Inspection and Acceptance

Where Buyer wishes to inspect, inspection and acceptance shall be made before delivery.

18. Online Orders

All prices and inventory amounts listed online are subject to change at any time and any purchase order submitted online shall be subject to Seller's express written acceptance as provided in Section 1 in all respects, including with respect to pricing and available inventory. Orders submitted by Buyer online cannot be retracted or amended online and any changes thereto must expressly approved by Seller.

All use of Seller's online ordering platform shall be subject to the Terms of Use set forth on Seller's website. Seller's privacy policy, which is also available on Seller's website, governs the processing of all personal data collected from Buyer in connection with Buyer's purchase of goods through the online ordering platform.

19. Fair Labor Standards Act of 1938

Goods shall be produced in compliance with the requirements of the Fair Labor Standards Act of 1938, as amended.

20. Confidentiality

All pricing and inventory information, whether set forth in a quotation, online or otherwise ("Confidential Information"), shall be held in strict confidence by Buyer. Buyer shall (i) only use the Confidential Information in connection with submitting purchase orders to Seller and (ii) shall not disclose any Confidential Information to any other person or entity.

21. Uniform Commercial Code

Any contract between Seller and Buyer pursuant to these Terms and Conditions shall be governed by the Uniform Commercial Code in effect in Pennsylvania on the date of Seller's acceptance.

22. Governing Law; Jurisdiction

All matters arising out of or relating to these Terms and Conditions shall be governed by and construed in accordance with the internal laws of the State of Illinois without giving effect to any choice or conflict of law provision or rule (whether of the State of Illinois or any other jurisdiction) that would cause the application of the laws of any jurisdiction other than those of the State of Illinois. The parties further agree that the state or federal courts located in the State of Illinois shall have exclusive jurisdiction to hear and determine any claims or disputes between the parties pertaining to or arising out of these Terms and Conditions.

23. Relationship of the Parties

The relationship of the parties is that of independent contractors. Except as expressly provided for in paragraph 6 where the parties have expressly agreed for the Seller to arrange for the transportation of the goods to Buyer's specified location as its agent, nothing contained in these Terms and Conditions shall be construed as creating any agency, partnership, joint venture or other form of joint enterprise, employment or fiduciary relationship between the parties, and neither party shall have authority to contract for or bind the other party in any manner whatsoever.

24. Mobile Terms

- **What are your mobile terms?** When you provide us with your mobile phone number, and opt-in to the Zekelman Alerts program you agree that Zekelman Industries may send you text messages (including SMS and MMS) to that phone number. Zekelman Alerts Message frequency varies. You will

receive a confirmation text message, and you may need to reply as instructed to complete registration. Message and data rates apply. Reply **STOP** to cancel, **HELP** for help. You agree to receive a final text message confirming your opt-out. You may opt-out at any time by texting the word **STOP** to shortcode 20123. For help, send a text message with the keyword **HELP** to shortcode 20123. Texts may be sent through an automatic telephone dialing system. Consent is not required to purchase our goods or services. Your carrier may prohibit or restrict certain mobile features and certain mobile features may be incompatible with your carrier or mobile device. Contact your carrier with questions regarding these issues.

- **What can I expect to see?** When you provide us with your mobile phone number **and opt-in to the Zekelman Alerts**, you agree that Zekelman Industries may send you **communications** via text message (including SMS and MMS) to that mobile phone number.
- **How do I sign up for these text messages? For our Zekelman Alerts Text Alerts** All you have to do is text **“ZEKELMAN”** to **20123**. Message frequency varies, message and data rates may apply, **and you can always text HELP for help & STOP to cancel**. When you opt-in to the service, we will send you an SMS message to confirm your signup. If at any time you forget what keywords are supported, just text **HELP** to **20123**. After you send the SMS message **HELP** to us, we will respond with instructions on how to use our service as well as how to unsubscribe.
- **How do I opt out of these text messages?** You can cancel the SMS service at any time. Just text **STOP** to **20123**. After you send the SMS message **STOP** to us, we will send you an SMS message to confirm that you have been unsubscribed. After this, you will no longer receive SMS messages from us. If you want to join again, just sign up as you did the first time and we will start sending SMS messages to you again.

- **Will I be charged for the text messages I receive?** Zekelman Alerts will never charge you for the text messages you receive however standard message and data rates may apply for any messages sent to you from us and to us from you. Message frequency varies. If you have any questions about your text plan or data plan, it is best to contact your wireless provider. For all questions about the services provided through the number **20123**, you can send an email to info@zekelman.com.
- **Supported wireless carriers**

United States

We are able to deliver messages to the following mobile phone carriers: Major carriers: AT&T, Verizon Wireless, Sprint, T-Mobile, MetroPCS, U.S. Cellular, Alltel, Boost Mobile, Nextel, and Virgin Mobile. Minor carriers: Alaska Communications Systems (ACS), Appalachian Wireless (EKN), Bluegrass Cellular, Cellular One of East Central IL (ECIT), Cellular One of Northeast Pennsylvania, Cincinnati Bell Wireless, Cricket, Coral Wireless (Mobi PCS), COX, Cross, Element Mobile (Flat Wireless), Epic Touch (Elkhart Telephone), GCI, Golden State, Hawkeye (Chat Mobility), Hawkeye (NW Missouri), Illinois Valley Cellular, Inland Cellular, iWireless (Iowa Wireless), Keystone Wireless (Immix Wireless/PC Man), Mosaic (Consolidated or CTC Telecom), Nex-Tech Wireless, NTelos, Panhandle Communications, Pioneer, Plateau (Texas RSA 3 Ltd), Revol, RINA, Symmetry (TMP Corporation), Thumb Cellular, Union Wireless, United Wireless, Viaero Wireless, and West Central (WCC or 5 Star Wireless).

Canada

Bell (including NorthernTel, Solo Mobile, and Telebec), Fido, MTS, Rogers, SaskTel, Telus (including Koodo Mobile and Public Mobile), Videotron, Virgin Mobile, and Wind.

This service and the carriers are not liable for delayed or undelivered messages

- **Privacy Policy** Zekelman Industries is dedicated to protecting your privacy and work hard to ensure our website, and services are both safe and secure for our visitors, clients, and subscribers.
- **Protection Information** Any information communicated to through Zekelman Alerts and or storage will remain in the ownership of the user, which will be stored securely in accordance with our security policy and the law. Zekelman Industries will take the necessary steps to secure your personal information with safeguards appropriate to the sensitivity of the information. Zekelman Industries will, at no time, rent or redistribute this information without your consent, except where legally required to do so.
- **Subscribing and Unsubscribing** It is policy, that just as a user must opt in to a text marketing list, they have the right to opt out of a particular text communications list as well. When a user opts out of a text communications list, they will no longer receive any texts unless they, themselves, re-subscribe.
- **Limits On Our Abilities** Even though your privacy is of the utmost importance to us, due to standing legalities, we cannot promise that personal information will not be divulged to third parties in ways not explained by this privacy policy. Furthermore, we can (and you give us permission to) divulge any information about you to private entities, law enforcement or other government officials, as we, in our sole vigilance, believe needed to address and/or answer questions or resolve problems. Zekelman Alerts reserves the right to change this privacy policy at its discretion. Your continued use of this service after changes to this privacy policy have been posted is taken as acceptance of those changes. It is your responsibility to monitor the privacy policy to determine whether any changes have been made. This privacy policy is subject to and applicable to all privacy laws. You acknowledge

that accepting this privacy policy is a condition of your relationship with Zekelman Industries and its services and you agree to be bound by all of its terms and conditions. If you have any questions regarding privacy, please read our privacy policy stated above.

- **Support**Email: info@zekelman.comCall: 312-275-1600

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