

**SELLER'S STANDARD TERMS AND CONDITIONS OF SALE
(NON-PRIME GOODS)**

Governing Sales Made by USS-UPI, LLC

1. **EXCLUSIVE TERMS AND CONDITIONS:** All sales by USS-UPI, LLC (“Seller”) are made subject to the terms and conditions stated herein. No terms or conditions and no agreement or understanding, oral or written, in any way purporting to modify these terms and conditions shall be binding on Seller unless hereafter made in writing, specifically stating that it is a modification of these terms and conditions, and signed by Seller’s authorized representative. Acceptance of the goods sold hereunder by Buyer shall constitute assent to these terms and conditions, and Seller hereby objects to and rejects any and all additional or different terms or conditions proposed by Buyer, whether contained in Buyer’s purchase order or shipping release forms, or elsewhere.
2. **PRICE:** The purchase price of the goods shall be as stated on the face of the applicable Seller order acknowledgement; provided, however, that if Seller announces a general price increase, the purchase price shall be revised to include such price increase. Seller may in its sole discretion add a surcharge to the price of goods predicated upon increases in the cost of raw materials or energy. Such surcharge may be adjusted by Seller periodically to reflect a change in such costs.
3. **PAYMENTS:** Payments shall be made at par in legal tender of the United States of America and directed to the payment address, lockbox or other destination specified in Seller’s invoice or electronic data interchange (“EDI”) payment instructions. Buyer shall make such arrangements for payment as Seller shall from time to time reasonably require, and Seller may suspend scheduling, production, shipment or delivery of goods until such arrangements are made. If Seller reasonably believes that Buyer is or may become unable to perform its obligations hereunder, Seller may require that Buyer provide Seller with security for, or other assurance of, performance, in either case acceptable to Seller. In the event that Buyer fails to do so or fails to make payment in full within the time period set forth on the invoice or expressly agreed upon in writing by the parties, such failure will constitute a material breach of contract by Buyer permitting Seller to suspend scheduling, production, shipment or delivery of goods under this contract or any other contract between Buyer and Seller. Buyer shall pay to Seller interest on any unpaid amount at the maximum rate permitted by law or the Prime Rate in effect by JPMorgan Chase Bank, N.A. (or any successor institution) on the first day of the month such amounts first become past due plus 3.5%, whichever is less. Seller shall have, in addition, all other remedies permitted to Seller by law, equity or this contract. If Seller takes legal action to collect any amount due hereunder, Buyer shall pay all dispute resolution costs, including court costs plus reasonable legal fees incurred by Seller in bringing such legal action. Seller shall have the right to set off against any monies due Seller hereunder any obligations of Seller or its affiliates to Buyer.
4. **RESERVATION OF RIGHTS:** Checks or payments, whether full or partial, received from or for the account of Buyer, regardless of writings, legends or notations upon such checks or payments, or regardless of other writings, statements or documents, shall be applied by Seller against any amount owing by Buyer with a full reservation of all of Seller’s rights, and without an accord and satisfaction of Buyer’s liability.
5. **BUYER’S CREDIT:** If, in Seller’s opinion, Buyer’s credit becomes impaired, Seller may suspend performance until such time as Seller has received full payment for any goods already delivered or in process and is satisfied (in its sole discretion) as to Buyer’s credit for future deliveries. If Seller suspends performance and later proceeds with such order, Seller shall be entitled to such extension of time for performance as is necessitated by the suspension.

6. **TAXES:** Unless the purchase order specifies otherwise, the Contract Price shall include all taxes, duties and other government charges imposed on Seller or Buyer in connection with the transportation, purchase, ownership, possession and/or use of the Equipment (including, without limitation, sales and use taxes). Buyer shall pay such taxes, duties and charges as and when due, and shall indemnify and hold harmless Seller therefrom. All taxes, duties and charges paid by Buyer shall be stated separately in the invoices submitted to Seller.
7. **TITLE; RISK OF LOSS; CHARGES:** Unless otherwise agreed, all deliveries are EXW (Incoterms 2010) Seller's facility. Title to goods shall pass to Buyer upon tender of delivery, and Buyer bears all costs and risks involved in taking the goods from Seller's premises to the desired destination. Any claims regarding loss or damage in transit shall be made directly to the carrier. Buyer shall indemnify and hold harmless Seller from and against any claims, damages or liabilities suffered by Seller resulting from any acts or omissions of the carrier. Any charges at the destination for spotting, switching, handling, storage and/or demurrage shall be for Buyer's account. Seller shall have the right to assess a storage and handling charge for goods left in Seller's possession after notification to Buyer that the goods are available to ship.
8. **TIME OF SHIPMENT AND SHIPPING:** Except with respect to payment of amounts due by Buyer to Seller hereunder, time is not of the essence hereunder. Each shipment is a separate sale. Seller reserves the right to ship all or any part of the goods from any shipping point other than the shipping point or points specified herein. Shipment in installments is permitted. Buyer shall furnish shipping instructions to enable Seller to perform the contract in accordance with its terms. Failure by Buyer to do so shall entitle Seller, in addition to all other rights, to cancel such portion of the contract that has not been performed, or to make shipment in such manner as Seller may elect. Seller will use reasonable efforts to comply with Buyer's requests regarding transportation, but Seller reserves the right to make alternate transportation arrangements, even if at a higher cost to Buyer, if the transportation specified by Buyer is deemed by Seller to be unavailable or unsatisfactory. Seller shall notify Buyer of any such change within a reasonable time.
9. **INSPECTION:** Where mill inspection is made by Buyer, Buyer's inspector shall be deemed the agent of Buyer with authority to waive specified tests and details of test procedures and to accept goods as conforming to this contract with respect to all characteristics of such goods for which such inspection is made. In all cases Buyer shall conduct a timely inspection of the goods upon receipt or within a commercially reasonable time and manner not to exceed fifteen (15) days from such receipt. Buyer's use of the goods in its production operations shall be deemed an acceptance of the goods involved as conforming to this contract unless Buyer provides Seller written notice of rejection or of a non-conformity respecting such goods prior to or concurrent with Buyer's use thereof. Buyer's inspection or failure to inspect shall not delay payment.
10. **FORCE MAJEURE; ALLOCATION OF PRODUCTION:** Seller shall not be responsible for non-shipment of goods or delays in delivery or performance due to causes beyond its reasonable control, including, but not limited to, acts of God, acts of Buyer, strikes or other labor disturbances, Seller's inability to obtain, or material increases in the cost of, fuel, raw materials or parts, delays in transportation, repairs to equipment, fires, earthquakes or accidents. In addition, if due to force majeure or any other cause, Seller is unable to produce sufficient goods to meet all demands from customers, Seller shall have the right to allocate production among its customers in any manner which Seller may determine to be equitable.
11. **PATENT INDEMNITY:** Seller shall indemnify Buyer (a) for all direct and actual damages recovered from Buyer by a third party in a legal action for infringement of a U.S. patent claim covering goods furnished hereunder, on condition that Buyer promptly notifies Seller of the alleged infringement, affords Seller the opportunity to assume defense thereof, and cooperates with Seller in defense of the action and in any feasible mitigation of damages; and (b) for Buyer's directly and reasonably incurred expenses in

defending such legal action if, after such notice and opportunity given by Buyer, Seller elects not to assume such defense, provided that such election by Seller shall not otherwise affect Buyer's aforesaid obligations. In like manner, Buyer shall indemnify Seller, and Seller's indemnity of Buyer hereunder shall not apply, with respect to a claim arising out of Seller's compliance with special designs or specifications furnished by Buyer, now or hereafter forming a part of this contract, or with other written instructions given by Buyer for the purpose of directing the manner in which Seller shall perform this contract. In no event shall a party hereto have any liability hereunder for indirect or consequential losses or damages suffered, or other expenses incurred, by the other party hereto or any third party by reason of any patent infringement claim.

- 12. WARRANTY; DISCLAIMERS: SELLER MAKES NO WARRANTY AS TO THE QUALITY OF THE GOODS FURNISHED HEREUNDER. SAID GOODS SHALL BE SOLD "AS IS" AND "WHERE IS". IN ADDITION, SELLER MAKES NO WARRANTY OF MERCHANTABILITY OR FITNESS FOR ANY PARTICULAR PURPOSE, NOR ANY OTHER WARRANTY, WHETHER EXPRESS OR IMPLIED, WITH RESPECT TO SAID PRODUCT. IT IS BUYER'S RESPONSIBILITY TO ENSURE THAT THE GOODS FURNISHED HEREUNDER ARE SUITABLE FOR THEIR INTENDED USES, AND THAT ALL SAFEGUARDS AND/OR WARNINGS REQUIRED BY LAW ARE PROVIDED.**
- 13. LIMITATION OF REMEDIES: BUYER'S EXCLUSIVE REMEDY AGAINST SELLER, AND SELLER'S SOLE OBLIGATION, FOR ANY AND ALL CLAIMS, WHETHER FOR BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE), OR OTHERWISE, SHALL BE LIMITED TO THE PURCHASE PRICE OF THE GOODS SOLD HEREUNDER, AND IN NO EVENT SHALL SELLER HAVE ANY LIABILITY FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES.**
- 14. COMPLIANCE WITH LAWS:** Buyer shall, at all times, comply with all applicable laws, regulations, orders, and rules enforced by any governmental body (including, without limitation, all applicable antitrust, anti-corruption, anti-human trafficking, anti-discrimination, economic sanctions, export control, health and safety, and environmental laws and regulations, as well as all permits, authorizations, licenses, directives, policies, and other requirements issued by any governmental authority) in connection with this contract. Any clause required to be included in a contract of this type by any applicable law or administrative regulation having the effect of law shall be deemed to be incorporated herein Without limiting the generality of the foregoing, Buyer shall not discriminate against any individuals based on ancestry, race, color, religion, sex, sexual orientation, gender identity, gender expression, national origin, citizenship, age, genetic information, physical or mental disability, marital status, or status as a past, present, or prospective member of the uniformed services.
- 15. WAIVER:** Seller reserves the right to enforce these terms and conditions at any time, and none shall be deemed waived unless such waiver is in writing signed by a duly authorized officer of Seller. All rights and remedies granted herein are in addition to all remedies available at law or in equity.
- 16. ASSIGNMENT:** Neither party may assign its rights or obligations hereunder without the prior written consent of the other party.
- 17. TITLES:** The titles used in these terms and conditions are for convenience of reference only and are not to be considered in interpreting the substance of the term or condition.
- 18. GOVERNING LAW:** This contract shall be governed by the laws of the State of California, exclusive of its conflicts of laws rules and of any principles therein that would require the application of The United Nations Convention on Contracts for the International Sale of Goods ("CISG"). CISG shall not apply to this or any other agreement between the parties. Seller and Buyer each irrevocably agrees that any legal proceeding seeking the enforcement or interpretation of this contract shall be brought in the state or federal

courts located in Contra Costa County or San Francisco County in the State of California. Each Party hereby irrevocably submits itself to the jurisdiction of any such courts, and waives any objection it may now or hereafter have to the placing of venue in any such courts and any right to remove any such action or proceeding to another court.

19. EXPORT CONTROL AND ECONOMIC SANCTIONS COMPLIANCE:

- (a) Any sale made pursuant to this contract shall at all times be in strict conformity with all applicable export control laws and regulations, and Buyer represents and warrants that it will comply at all times with such laws and regulations. Buyer represents and warrants that it will not make any disposition, by way of trans-shipment, export, re-export, diversion, or otherwise, of the goods provided by Seller, except as such laws and regulations may expressly permit, with Buyer bearing full responsibility for obtaining any required export licenses or other permits, and that no such disposition or transfer will be made other than to the ultimate country of destination specified in connection with this contract. Buyer will furnish to Seller, upon request, proof that the goods have been entered into, and will remain in, the specified destination country. Buyer further represents and warrants that it will not export, re-export, transfer (in-country), or supply any goods or Seller information to any end-user or for any end-use requiring a specific export license under the U.S. Export Administration Regulations or any other applicable export control regulation.
- (b) Buyer represents and warrants that, with respect to its obligations under this contract and any other agreement with Seller, it is currently in compliance with, and shall remain in compliance with, the laws, regulations, and Executive Orders administered by the Office of Foreign Assets Control ("OFAC") of the U.S. Department of the Treasury and any other applicable economic sanctions, which prohibit, among other things, engaging in transactions with, and providing services to, certain countries, territories, entities, and individuals. Buyer represents and warrants that neither Buyer nor any person having a beneficial interest in Buyer is (i) a person whose name appears on the list of Specially Designated Nationals and Blocked Persons published by OFAC (an "OFAC Listed Person") or (ii) a department, agency, or instrumentality of, or is otherwise directly or indirectly controlled by or acting on behalf of, any OFAC Listed Person or the government of a country subject to comprehensive U.S. economic sanctions administered by OFAC (each OFAC Listed Person and each other entity and country described in clause (ii), a "Blocked Person").
- (c) Buyer further represents and warrants that none of the goods or services that it is receiving from Seller will involve, require interaction with, concern, or relate to, in whole or in part, any Blocked Person or their assets or products.
- (d) Buyer hereby agrees to indemnify, defend, and hold harmless Seller and its officers, directors, and employees from and against any and all claims, demands, damages, costs, penalties, and fines arising in connection with any alleged breach by Buyer or its agents of this representation and warranty. Seller may reject, suspend, or cancel any transaction to a Blocked Person without penalty or payment for the rejected, suspended, or cancelled goods or services, and/or cancel or terminate this contract, or any other applicable agreement with Seller, in whole or in part, if it has a good faith basis for believing that Buyer or its agent has violated or intends to violate the above representation and warranty. Buyer will pay all penalties and damages incurred as a result of its breach of the terms of this Article.

20. ANTI-CORRUPTION COMPLIANCE:

- (a) Buyer hereby represents and warrants to Seller that Buyer is aware of and familiar with the provisions of the U.S. Foreign Corrupt Practices Act, as amended ("FCPA"), and its purposes and any other anti-corruption law applicable in a jurisdiction in which Buyer may have conducted or will conduct business

and that neither Buyer nor any of its agents or intermediaries that will be engaged in connection with this contract has violated any applicable anti-corruption law. In connection with the goods and/or services that are the subject of this contract, Buyer represents and warrants that it, and each of its directors, officers, and employees, as well as any subcontractors, agents, representatives, vendors, and any other intermediaries/third parties that it engages pursuant to this contract, will comply in full with the FCPA and any other applicable anti-corruption laws.

- (b) Buyer hereby represents and warrants that it has not given and will not give, offer, or promise, directly or indirectly, money or any other thing of value to a Government Official, or to any other individual or entity, for the purpose of inducing the Government Official to do any act or make any decision in his official capacity or use his influence with a government or instrumentality thereof in order to affect any act or decision of such government or instrumentality or to assist Buyer or Seller in obtaining or retaining any business or securing any other improper advantage.
 - (c) For purposes of this contract, a “Government Official” is (a) an officer, employee, or any person acting in an official capacity for or on behalf of a government, including its departments, agencies, instrumentalities, quasi- or partially-government owned or controlled entities, or recently privatized government entities; (b) an officer or employee of an international organization (e.g., World Bank, United Nations); (c) an officer or employee of a political party or any party official, or a candidate for political office; (d) a member of the royal or ruling family of a country; or (e) any individual who is a principal or senior manager of, or who has an immediate family or close personal relationship or business ties with, any of the foregoing individuals or entities.
 - (d) Termination: Seller may terminate this contract immediately by written notice for cause in the event that (i) Seller forms a reasonable, good faith belief that Buyer or one of its directors, officers, employees, subcontractors, agents, representatives, vendors, or any other third parties that it engages in connection with the goods and/or services that are the subject of this contract has engaged in conduct in violation of this contract or applicable anti-corruption laws in connection with this contract; or (ii) the continuation of this contract would violate any applicable anti-corruption laws. In the event of such termination, all existing contractual obligations (including further compensation) may be declared null and void by Seller, and all offers outstanding at the time of termination shall be deemed rescinded.
21. **ATTORNEYS’ FEES:** Should either Seller or Seller institute an action to enforce any of their rights under this Agreement, the prevailing party shall be entitled to reasonable attorneys' fees and costs of said action as determined by the court having jurisdiction over the action.