



SAMUEL, SON & CO. (USA) INC. - PURCHASE ORDER TERMS AND CONDITIONS

- 1. INCLUSION OF BUYER'S TERMS:** The terms and conditions contained herein (collectively, the "**Terms**") are included in, and form an essential part of, each order (an "**Order**") made by **Samuel, Son & Co. (USA) Inc.** or any of its subsidiaries or affiliated companies ("**Samuel**") to purchase goods, materials and/or equipment (collectively, the "**Goods**") or services (the "**Services**") from a seller/supplier (the "**Supplier**"). The Order may be in the form of a purchase order, acceptance of Supplier's quotation, or other agreement between Samuel and Supplier. Unless, and then only to the extent that, Samuel expressly agrees in writing to a variation of the Terms, Supplier, by accepting or fulfilling all or any part of an Order, conclusively and without qualification agrees to the Terms without variation. NO OTHER TERMS SHALL APPLY TO ANY ORDER AND NO AGREEMENT OR UNDERSTANDING IN ANY WAY ADDING TO OR OTHERWISE MODIFYING THE TERMS, WHETHER OR NOT ON SELLER'S QUOTATION OR OTHER DOCUMENT, SHALL BE BINDING ON BUYER UNLESS AGREED TO IN WRITING BY BUYER.
- 2. ORDER ACCEPTANCE:** Supplier must acknowledge the receipt and acceptance of Samuel's Order within three (3) working days from the Order issuance date, failing which Samuel's Order shall be deemed to be accepted by Supplier.
- 3. QUANTITIES AND PRICES:** Samuel's count shall be accepted as conclusive for all shipments not accompanied by a packing slip. Samuel reserves the right to reject and return any Goods in excess of the quantities specified in the Order. Unless Samuel otherwise agrees in writing, prices for Goods or Services to the extent not specified in an Order shall be those applicable to Samuel's last preceding Order for a comparable quantity, or if there is none, Supplier's last preceding quotation for the comparable quantity.
- 4. INVOICE:** Supplier must dispatch invoices to Samuel not later than the day shipment is made, together with the original bill of lading or other bona fide receipts. An invoice is not complete and payment is not due unless the invoice clearly indicates the F.O.B. point and all cash discount and payment terms. Unless otherwise stated in the Order, Samuel's standard payment terms are net sixty (60) days from the receipt of Goods or acceptance of Services.
- 5. CHANGES:** Samuel may at any time before acceptance of the Goods, by written notice to Supplier, change the specifications, drawings, design, processing, material, fabricating, packing, shipping, delivery, other description or other requirements (collectively "**Specifications**") of the Goods or Services that are the subject to an Order. Samuel will adjust the purchase price equitably for the affected Goods or Services if any such change affects Supplier's costs.
- 6. REJECTION:** Samuel may reject Goods after inspection because of inferior quality, defect or other non-compliance with the Order. Goods so rejected shall be returned to Supplier and shall not to be replaced without Samuel's prior written consent. Notwithstanding the foregoing, failure to inspect the Goods by Samuel shall not relieve Supplier of any liabilities or warranties with respect to such Goods, including but not limited to non-compliance to Specifications or quality requirements.
- 7. DELIVERY:** Supplier shall promptly confirm, in writing to Samuel, receipt and acceptance of an Order, and specify a delivery date. Samuel may cancel the Order without cost or charge if (i) Supplier's specified delivery date is not satisfactory to Samuel, or (ii) Supplier, for any reason, fails to fulfill delivery as specified. Samuel may choose to return to Supplier all Goods shipped in advance of the specified delivery, or to defer payment for advanced deliveries until the specified delivery date. Unless otherwise stated in the Order all delivery Terms shall mean delivered to Samuel's locations.
- 8. EXPORT/IMPORT:** Supplier shall furnish all required export/import documents, including, without limitation, any documents required by Samuel to obtain customs clearance, release and/or drawback. Such documents must satisfy minimum requirements set out by Customs Border Protection (CBP), Canada Border Service Agency (CBSA), Tax Administration Service (Servicio de Administración Tributaria (SAT), National Customs Agency (Agencia Nacional de Aduanas de México (ANAM) or the applicable customs regulatory authority.



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Where Goods are being exported under United States-Canada-Mexico Free Trade Agreement (“**CUSMA/USMCA**”) or any other trade agreement, upon Supplier’s acceptance of the Order, Supplier agrees to

(i) provide Samuel with documentation in compliance with the requirements of the applicable trade agreement, (ii) fully co-operate with Samuel’s customs broker and all customs officials regarding requests for information within the specified legislative time limits, and (iii) be responsible for any additional costs (including but not limited to duties, penalties, interest and professional costs) incurred by Buyer as a result of incorrect, insufficient or invalid documentation.

Supplier further agrees that it shall provide to Samuel, upon Supplier’s confirmation of the Order, supporting documentation as required by the US Department of Commerce and the regulatory requirements set out in the Steel Import Monitoring and Analysis (SIMA) and Aluminum Import Monitoring System (AIM) system, including but not limited to the producing mill, country of origin of the producing mill, country of pour/melt/smelt/cast (country of smelt/cast for aluminum Goods).

Supplier shall adhere and comply with all applicable laws and regulations governing domestic and international trade, including import controls, export controls, trade sanctions, and embargoes, as required by both U.S. and Canadian authorities. Specifically, Supplier agrees not to engage with or conduct any business involving any entities, persons, and governmental agencies or bodies that are subject to sanctions imposed by the U.S. Department of the Treasury’s Office of Foreign Assets Control (OFAC), the U.S. Department of State, the Canadian Department of Global Affairs, or any other applicable sanctions authorities, including those under the Special Economic Measures Act, the United Nations Act, or other relevant U.S. or Canadian trade laws.

- 9. FORCED LABOR AND CHILD LABOR:** Samuel maintains a strict zero-tolerance policy regarding the use of forced labor and child labor. Samuel will not conduct business with any supplier that engages in, or sources from entities that engage in, any form of forced labor, as defined under the Uyghur Forced Labor Prevention Act (UFLPA) and Canada’s Fighting Against Forced Labour and Child Labour in Supply Chains Act (Bill S-211). Suppliers to Samuel are required to ensure that their entire supply chain, both direct and indirect, strictly prohibits the use of forced labor and child labor. Suppliers must further agree to provide, upon reasonable request, all necessary documentation and information to support regulatory compliance, due diligence processes, and any applicable governmental or internal assessments.
- 10. WARRANTY:** Supplier expressly represents and warrants that all Goods and Services included in an Order shall (i) be free of any encumbrance, (ii) conform to the Specifications, (iii) be merchantable, of good workmanship and material, and free from defect, (iv) be free of every Conflict Mineral (as such term is defined in §1502 of the **Dodd-Frank Wall Street Reform and Consumer Protection Act** and regulations thereunder, as amended from time to time), and (v) comply with all applicable laws, including without limitation, laws and regulations applicable in relations to health and safety, packaging and labelling. These warranties are in addition to all other warranties specified herein, provided by Supplier, or implied by law. In case of ambiguity or discrepancy in any part of the Specifications, Supplier, before proceeding, must consult Samuel whose written interpretation shall be final. Seller agrees to comply with the quality standards set out in Samuel’s supplier quality manual [[View Supplier Quality Manual Here](#)].
- 11. INDEMNIFICATION:** Supplier agrees to indemnify Samuel and its affiliated entities as well as each officer, director, employee, representative, agent, successor and permitted assign of any of the foregoing from and against any and all expenses, damages, claims, demands, suits, losses, actions, judgments, proceedings, liabilities and costs (collectively, “**Losses**”) whatsoever arising out of: (a) Supplier’s breach of any terms of these Terms, (b) any accident, injury, property or death that occurs in connections with the Goods and Services; (c) failure to comply with any applicable laws; and (d) any third party claims arising out of the foregoing, including any Losses arising from any recall or product liability claims by Samuel and/or its customers.



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- 12. FORCE MAJEURE:** Samuel reserves the right to cancel this order and/or terminate this contract due to a Force Majeure Event beyond the reasonable control of Samuel. A "Force Majeure Event" means acts of nature, civil commotion, riot, war (declared and undeclared), revolution, or embargoes, strikes, lockouts, labor troubles, inability to procure materials, restrictive governmental laws or regulations or other acts of government (including tariffs, duties or similar trade actions). For greater certainty, Samuel shall have no liability to Supplier in the event of cancellation or termination due to a Force Majeure Event.
- 13. CANCELLATION & TERMINATION:** Samuel may, by written notice to Supplier, cancel an Order, or any part thereof, without cost or liability to Samuel, if any of the Goods, Services or Supplier's performance do not comply, in whole or in part, with the Terms. If, pursuant to any of the Terms, Samuel cancels an Order or returns any Goods to Supplier, (i) the Goods so returned shall be at Supplier's risk and expense, and Supplier shall be responsible, and reimburse Samuel, for all transportation charges to Samuel and return to Supplier, plus Samuel's cost for labour, reloading, transportation and similar charges, and (ii) Samuel shall have no liability to Supplier but Samuel shall have such other rights and remedies as are available at law; this shall apply notwithstanding any prior payment by Samuel to obtain a cash discount (if applicable). Furthermore, Samuel may require shipment of any Goods in a different manner if Supplier fails to meet the shipping requirements forming part of the Specifications, in which case Supplier shall be responsible for any increased cost.
- 14. PATENTS:** Supplier represents and warrants that (i) all Goods and the use thereof by Samuel, do not and will not infringe any patent right, and (ii) Supplier will defend any claim that may arise in respect thereto. Supplier indemnifies and saves harmless Samuel, and each of Samuel's officers, directors, employees, subsidiaries, parents, affiliates, and vendees from and against all liabilities, losses, damages, obligations, settlement payments, losses, costs and expenses (including, without limitation, full indemnity legal costs whether an action or other proceeding has or has not been commenced) (collectively, the "**Claims**") which Samuel may suffer or incur by the assertion of patent rights and/or infringement by any other person with respect to the Goods or any part thereof.
- 15. PACKAGING:** No charge shall be made to Samuel for boxing or packaging, or for materials used therein, without Samuel's prior written agreement, in which case Supplier shall add such agreed to charges as a separate item in Supplier's invoice and attach supporting data.
- 16. CONFIDENTIALITY:** Supplier acknowledges that the Order is Samuel's confidential information and Supplier agrees that none of the details contained therein will be disclosed to a third party without Samuel's prior written consent, except as required by law or reasonably required to fulfil the Order. Samuel may enforce this provision by injunction, or any other manner permitted by law.
- 17. TOOLS:** When the amount charged to Samuel for Goods includes Supplier's cost of plates, dies and other tooling (collectively, the "**Tools**") for the manufacture of the Goods, all Tools will become the property of, and be delivered to, Samuel upon its payment for the Goods.
- 18. FORM OF PAYMENT:** Samuel's payment of invoices shall be by cheque or wire transfer. No other method of payment (including, without limitation, C.O.D.) shall be acceptable to Samuel without Samuel's prior written agreement.
- 19. ANTI-CORRUPTION COMPLIANCE:** Supplier and each person employed, engaged by or acting on behalf of Supplier shall comply with Samuel's Code of Conduct (as amended from time to time and published on Samuel's website or provided to Supplier upon written request to Samuel) and all applicable anti-corruption laws and policies (collectively, the "**Anti-Corruption Laws**") in respect of the Order. If Supplier or any person employed, engaged or acting on behalf of Supplier breaches any provision of the Samuel's Code of Conduct or the Anti-Corruption Laws in respect of the Order, Samuel shall be entitled to terminate the Order by written notice to Supplier with immediate effect. Without prejudice to Samuel's right to terminate this Order, Supplier indemnifies and saves harmless Samuel, and each of Samuel's officers, directors, employees, subsidiaries, parents, affiliates, and vendees from and against all Claims arising out of or in connection with any breach of this Section.
- 20. TITLE AND RISK OF LOSS:** Title and risk of loss to Goods shall pass to Samuel only upon receipt of the Goods by Samuel.



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- 21. GOVERNING LAW:** The validity, construction, and interpretation of all documents relating to the Order, and rights and duties of Samuel and Supplier, shall be governed by the laws of the State of Delaware, and the state or federal laws of Delaware will be applicable therein. The parties hereby attorn to the exclusive jurisdiction of the Courts of the State of Delaware, provided that that Samuel may, at its option, commence proceedings in any jurisdiction where Supplier carries on business or owns any assets.
- 22. AUTHORIZED PURCHASES:** Samuel shall not be bound by any Order or agreement with Supplier unless made in writing by an authorized representative of Samuel.
- 23. NOTICES:** Any notice to be given by either party to the other may be given by delivery, facsimile transmission or electronic mail to the intended recipient (i) if intended for Supplier, to Supplier's address last known to Samuel, and (ii) if intended for Samuel, to Samuel's address for Samuel's branch that placed the Order, and shall be deemed to have been received by the intended recipient on the first day after the notice is so given.
- 24. BUYER RIGHTS NOT EXCLUSIVE:** Samuel's rights under the Terms are not exclusive and are in addition to any other rights and remedies available to Samuel.
- 25. MISCELLANEOUS:** The Terms shall survive acceptance of the Goods or Services, and payment, by Samuel. No waiver of any rights or remedies shall be binding on Samuel unless set forth in a written waiver signed by Samuel. No failure or forbearance by Samuel to enforce any of the Terms or to exercise any right or remedy available to Samuel, and no payment by Samuel shall constitute a waiver by, or affect any right or remedy available to, Samuel, and shall not be deemed a waiver of any future default by Supplier or of any future right or remedy available to Samuel. The Sections and headings in the Terms are for convenience of reference only and shall not limit or otherwise affect the meaning of any of the provisions contained in the Terms. Samuel's Terms are subject to change without prior written notice to Supplier. It is the responsibility of Supplier to verify the Terms before accepting the Order. The invalidity or enforceability of any provision in the Terms shall in no way affect the validity or enforceability of any other provision, which for this purpose are considered severable. Time shall be of the essence.
- 26. LANGUAGE:** The parties hereto declare that they have requested that these presents and all related document be drafted in the English language.
- 27. AEROSPACE SPECIFIC:**
- a. Seller will notify the buyer of non-conforming product.
 - b. Seller, where applicable, will obtain buyer's approval for nonconforming product disposition.
 - c. Seller will notify the buyer of changes in product and/or process definition, changes of suppliers, changes of manufacturing facility location and where required, obtain buyer's approval.
 - d. Seller will flow down applicable requirements, including buyer's requirement, within the supply chain.
 - e. Seller must retain records for a minimum of 7 years.
 - f. Seller will provide right of access to the buyer, buyer's customer, and regulatory authorities to the applicable areas of all facilities, at any level of the supply chain, involved with the order and applicable records.

28. WAREHOUSING & TOLL PROCESSING: The following provisions apply where Goods are stored at the Seller's facilities and also applies where the Seller is toll processing Goods.

- a. Seller shall: (i) maintain at all times during the term of this Agreement, all necessary licenses and consents and comply with all relevant laws, rules, and regulations applicable to the warehousing of the Goods; (ii) comply with Buyer's instructions relating to the Goods; (iii) maintain complete and accurate records relating to the provision of the warehousing services, including inventory records and reconcile Buyer's material periodically and upon reasonable prior notice, at Buyer's election, for audit



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purposes, provide Buyer access to Seller's relevant records, facilities, processes, and controls to verify compliance with this Agreement and applicable laws; (iv) carry out the warehousing services in a timely, accurate, efficient, and professional manner; (v) maintain the warehouse facilities in a good and orderly condition in conformance with best industry standards and all applicable legal standards.

b. Seller shall protect the stored Goods from damage or loss (including by providing appropriate fire protection) and maintain suitable storage conditions for the Goods, in accordance with applicable laws and regulations and best industry standards. Seller shall maintain appropriate levels of security for the stored Goods and the warehouse in conformance with best industry standards. Seller shall be liable for, and shall indemnify, defend, and hold harmless Buyer, its affiliates, and their respective officers, directors, employees, agents, successors, and assigns from and against any and all claims, demands, causes of action, losses, damages, liabilities, fines, penalties, costs, and expenses, including reasonable attorneys' fees and costs of investigation, arising out of or relating to any loss, damage, destruction, contamination, theft, or diminution in value of the Goods, or any breach by Seller of its obligations under this Section, except to the extent caused by Buyer's gross negligence or willful misconduct.

c. Title to the Goods shall remain with Buyer at all times, including while in the possession of the Seller. Seller shall not: (i) dispose of or transfer the Goods in any way not permitted by these Terms; (ii) claim any rights of ownership in the Goods or represent itself to any third party as being the owner of the Goods; or (iii) offer the Goods as a security to a third party under any circumstances, or otherwise permit any security interest, lien, or other encumbrance ("Lien") to be placed on the Goods while in Seller's possession, custody, or control. Seller shall not claim any Lien in and to all or any portion of the Goods. Seller specifically waives and disclaims any and all Liens in any of the Goods which it might acquire by operation of law, by judicial process, by judgment or otherwise, and shall be deemed to have automatically released any and all such Liens in favor of Buyer. Seller shall, at its own expense, maintain and carry in full force and effect with financially sound and reputable insurers the following insurance coverage:

(i) Commercial General Liability - A policy of commercial general liability insurance providing coverage no less broad than that afforded under the most current Insurance Services Office (ISO) standard Commercial General Liability (CGL) coverage form; One Million Dollars (\$1,000,000) for each occurrence, One Million Dollars (\$1,000,000) for employee benefits, One Million Dollars (\$1,000,000) for personal and advertising injury, Three Million Dollars (\$3,000,000) for general aggregate, and Three Million Dollars (\$3,000,000) for products/completed ops in the aggregate, protecting Buyer and Seller, with Buyer as an additional insured, against claims based upon, involving, or arising out of the ownership, use, occupancy, or maintenance of the warehouse facilities.

(ii) Workers' Compensation — Seller shall maintain workers' compensation insurance in compliance with the statutory requirements of the state where the warehouse facility is located, together with employers' liability insurance with limits of at least \$2,000,000 per occurrence and per employee. Buyer shall be named as an additional insured on the certificate of insurance and as loss payee with respect to its interest in the Consigned Goods. At the beginning of each policy period, Seller shall provide Buyer with a certificate of insurance, acceptable to Buyer, evidencing compliance with these requirements. The insurance limits stated in these Terms shall not limit Seller's obligations or liability under these Terms.

(iii) Property Insurance- A property insurance policy including coverage for Property of Others, covering the full replacement cost of the Goods. Buyer shall be named as an additional insured on the certificate of insurance and Loss Payee for its interest in the Consigned Goods. Seller shall provide at the beginning of each policy period a certificate of insurance, acceptable to Buyer, evidencing compliance with these insurance requirements. Any limits of insurance provided for herein shall not be deemed to be a limitation of the Seller's obligations or liability under or pursuant to Terms.

(iv) Mutual Waiver of Subrogation. Seller and Buyer each waive, and shall cause their respective insurers to waive, any rights of subrogation against the other party and its affiliates, officers, directors, employees, agents, successors, and assigns, with respect to any loss, damage, claim, or liability covered by insurance required under these Terms. Such waiver shall apply regardless of whether the loss is caused in whole or in part by the negligence of the party benefiting from the waiver, except to the extent prohibited by applicable law.