PURCHASE ORDER TERMS AND CONDITIONS **Rev. 7 06 2021**

The Purchase Order and these Purchase Order Terms and Conditions (collectively, the "Purchase Order") of Esmark Excalibur, LLC become a binding agreement between Buyer and Seller upon acceptance of this Purchase Order, or commencement of performance, by Seller. The term "Seller" means the party providing Goods or Services to Buyer. The term "Goods" refers to all materials, supplies, equipment, parts, accessories, and other items to be sold to Buyer. The term "Services" refers to all Services of any nature whatsoever ordered or required by Buyer. Acceptance of this Purchase Order and Seller's performance hereunder is expressly limited to the terms and conditions contained in this Purchase Order. Buyer shall not be bound by any provisions in Seller's order acknowledgement or acceptance forms or other documents, electronic or otherwise (including counter offers) which propose any terms or conditions in addition to or differing with the terms and conditions set forth in this Purchase Order, and any such terms and conditions of Seller and any other modification to this Purchase Order shall have no force or effect and shall not constitute any part of the terms and conditions of purchase, except to the extent separately and specifically agreed to in writing by Buyer. Buyer's acceptance of the Goods and Services, or failure to object to provisions contained in Seller's documents shall not be deemed a waiver of the terms and conditions set forth in this Purchase Order, which shall constitute the entire agreement between the parties. NO AMENDMENT, DELETION, SUPPLEMENT OR CHANGE IN TERMS AND CONDITIONS CONTAINED HEREIN SHALL BE BINDING ON BUYER UNLESS APPROVED IN WRITING BY BUYER.

1. INVOICING. Seller agrees to submit an invoice with each shipment showing the Purchase Order number. The period of any cash discount period available to Buyer will date from the date of the invoice. No allowance will be made for packaging, skid charges, fuel surcharges, energy surcharges, cut charges, or other accessorial charges unless so stated on the Purchase Order and invoiced separately.

2. TITLE. Title to the Goods purchased by Buyer pursuant to this Purchase Order remains with Seller until they are off-loaded at Buyer's facility, or site otherwise specified on the Purchase Order. However, in all cases Seller bears all risks of loss or damage in transit.

3. PRICE. The price for the Goods or Services is the price shown on the Purchase Order unless otherwise agreed. Unless Buyer otherwise consents in writing, the price shown on the Purchase Order is the limit of the liability of Buyer for the Goods or Services and work thereon.

4. INSPECTION. Buyer has the right to inspect the Goods on or after the Delivery Date. Buyer, at its sole option, may inspect all or a sample of the Goods, and may reject all or any portion of the Goods if it determines the Goods are nonconforming or defective. If Buyer rejects any portion of the Goods, Buyer has the right, effective upon written notice to Seller, to: (a) rescind the Order in its entirety; (b) accept the Goods at a reasonably reduced price; or (c) reject the Goods and require replacement of the rejected Goods. If Buyer requires replacement of the Goods, Seller shall, at its expense, promptly replace the nonconforming Goods and pay for all related expenses, including, but not limited to, transportation charges for the return of the defective Goods and the delivery of replacement Goods. If Seller fails to timely deliver replacement Goods, Buyer may replace them with Goods from a third party and charge Seller the cost thereof and terminate this Order for cause. Buyer reserves the right, at Seller's expense, to inspect before shipment, or during the process of manufacture, any Goods.

5. INTELLECTUAL PROPERTY INDEMNIFICATION. Seller warrants that the Goods delivered to, or Services performed for, Buyer, and the production, use and sale of the Goods or Services, will be free from any claims of alleged infringement of patent, copyright, trademark, service mark, trade secret or any other intellectual property right of any other party. If any third party asserts any such claim or allegation against Buyer or its successors, or assigns, Seller shall defend, indemnify and hold harmless Buyer and such other persons from and against any and all costs (including reasonable attorneys' fees incurred), expenses, losses, damages, liabilities, penalties, or judgments relating to, or arising from, such violation, claim or allegation.

6. WARRANTY. Seller expressly warrants that all Goods furnished pursuant to this Purchase Order will be free from defects in material and workmanship and be free from any liens or encumbrances on title of any kind. Further, Seller warrants all Goods will conform to all applicable specifications, drawings, samples, descriptions, or performance criteria or description, and, if of Seller's design, shall be free from design defects. If it appears, within one year of the date of delivery, that the Goods delivered hereunder do not meet the warranty specified above, Buyer shall promptly notify Seller; Seller shall thereupon correct any defect either by repair or replacement of the defective Goods subject to the approval of Buyer, at Seller's expense, provided that Buyer's continued use of said defective Goods pending repair or replacement shall not constitute a waiver by Buyer under this Purchase Order. Seller further warrants the Goods, Services and production, packaging and delivery thereof, shall be in compliance with all applicable federal, state and local laws, rules, regulations, requirements, ordinances and orders.

7. TIME. Time is of the essence. Buyer reserves the right to cancel this Purchase Order or any portion thereof without penalty in the event that deliveries are not made within the specified time, without liability for deliveries previously made and accepted by Buyer.

8. FORCE MAJEURE. Neither party shall be responsible for any failure to perform its obligations under this contract, if such performance is prevented or delayed by any force majeure event, strike, fire, flood, pandemic, act of God, act of the government, terrorism or war, or any other unforeseeable occurrence not due to a party's fault or negligence. Seller agrees to notify Buyer in writing within ten working days from the beginning of any such occurrence which may cause delay in delivery. In the event of any such occurrence, Buyer may terminate this order, in which case Buyer shall be liable only for the contract price of Goods delivered by the specified date and accepted by Buyer and shall have no liability for any Goods not timely delivered and accepted.

8. CHANGES. Buyer shall have the right at any time to make changes in drawings, designs, specifications, materials, packaging, time and place of delivery and method of transportation. If any such changes cause an increase or decrease in the costs, or the time required for the performance by Seller, an equitable adjustment shall be made by Buyer and this Purchase Order shall be modified in writing accordingly.

9. GOVERNMENTAL REGULATIONS. Seller is in compliance with and shall comply with all applicable laws, regulations and ordinances. Seller has and shall maintain in effect all the licenses, permissions, authorizations, consents and permits that it needs to carry out its obligations under the Order. Seller shall comply with all export and import laws of all countries involved in the sale of Goods under this Order. Seller assumes all responsibility for shipments of Goods

requiring any government import clearance. Seller shall be solely responsible for antidumping duties, countervailing duties or any retaliatory duties on the Goods imposed by any government. The imposition of any such duty on the Goods shall not be grounds for termination of this Order by Seller, but Buyer may terminate this Order if any such duty is imposed on Buyer.

10. INSURANCE. Unless an authorized representative of Buyer instructs Seller otherwise, Seller will maintain during the term of the Purchase Order insurance policies described hereafter. Buyer shall be explicitly named as an Additional Insured on said policy. Seller shall, upon Buyer's request, furnish Buyer with certificates of insurance evidencing the required coverages, conditions and limits required by the Purchase Order. The insurance policies, except those for workers compensation or professional liability, must be endorsed to name Buyer as additional insured. In the event any insurance policies required by the Purchase Order are written on a "claims made" basis, coverage will extend for two years past completion and acceptance of Sellers's Goods, work, Services, equipment, or materials and must be evidenced by annual certificates of insurance. The insurance policies must be endorsed stating that they will not expire, be cancelled, suspended, voided or materially changed without 30 days written notice by certified mail to Buyer. Seller insurance must be primary, and any insurance or self-insurance maintained by Buyer may not contribute to it. Insurance coverage required under the Purchase Order is: commercial general liability insurance with a limit of not less than $2,000,000 per occurrence for bodily injury, property damage, personal injury, products, and completed operations, and blanket contractual coverage, including but not limited to, the liability assumed under the indemnification provisions of the Purchase Order; automobile liability insurance with a combined single limit for bodily injury and property damage of not less than $2,000,000 each occurrence with respect to Seller's owned, hired, and non-owned vehicles; workers' compensation insurance with limit statutorily required by any applicable federal or state law and employer's liability insurance of not less than $100,000 for each accident, $100,000 disease for each employee, and $500,000 disease policy limit; and if applicable, professional liability insurance covering acts, errors, mistakes, and omissions arising out of the work or Services performed by Seller, or any person employed by Seller, with a limit of not less than $2,000,000 each claim.

11. INDEMNIFICATION. Seller agrees to indemnify and hold harmless Buyer from and against all demands, claims, suits, costs of defense, liabilities and other expenses (including attorneys' fees) for damage, damage to property, and for injury or injuries to or death of any person or persons in any way arising from, or relating to, Seller's breach of any of the terms of this Purchase Order or the furnishing of any Goods and Services provided under this Purchase Order, except for liability or damage arising solely from the negligence or willful misconduct of Buyer, its agents or employees. This indemnification shall be in addition to the warranty obligations of Seller.

12. CONFIDENTIALITY. Seller shall not use or disclose any data, designs, or other information belonging to, supplied by or on behalf of Buyer. Upon completion by Seller of its obligations under this Purchase Order or upon Buyer's request, such data, designs and other information or any copies thereof shall be returned to Buyer. Where in accordance with Buyer's written authorization, Buyer's data, designs or other information is furnished to Seller's suppliers for procurement of supplies by Seller for use in the performance of this Purchase Order, Seller shall insert the substance of this provision in its own purchase order. This Purchase Order is confidential, and Seller shall not, without prior written consent of Buyer, disclose any information relative to or derived under this Purchase Order, except as may be required to ensure performance or by law. Unless otherwise authorized by Buyer, Seller shall not advertise or publish the fact that Seller has contracted to furnish Buyer the Goods or Services.

13. RIGHT OF ACCESS. Seller will permit Buyer, Buyer's customer, and government agencies to conduct such inspections and audits at Seller's facilities, subcontractor facilities, and Seller processes as may be required to verify compliance with Buyer's Purchase Order requirements. Such assistance as may be reasonably required to accomplish these inspections will be furnished by Seller without cost to Buyer or Buyer's customer.

14. TERMINATION AND CUMULATIVE REMEDIES. Buyer reserves the right to cancel this Purchase Order or any part thereof without penalty if Seller breaches any of the terms hereof. The rights and remedies under this Purchase Order are cumulative and are in addition to and not in substitution for any other rights and remedies available at law or in equity or otherwise.

15. EFFECT OF INVALIDITY. The invalidity in whole or in part of any provision of these terms and conditions of sale shall not affect the validity of any other provision.

16. WAIVER; SET OFF. Buyer shall not, by any act, delay, omission or otherwise, be deemed to have waived any of the rights or remedies under this Purchase Order, and no waiver shall be valid as against Buyer unless in writing, signed by an authorized representative of Buyer, and then only to the extent set forth therein. Buyer's waiver of any right or remedy under the terms of this Purchase Order on any one occasion shall not be construed as a waiver of any right or remedy which Buyer would otherwise have on a future occasion. Without prejudice to any other right or remedy it may have, Buyer shall have the right to set off against amounts which may become payable by Buyer to Seller under this contract or otherwise, any present or future indebtedness of Seller to Buyer.

17. JURISDICTION AND VENUE. This contract and all other agreements with respect to any and all purchases by Buyer shall be governed by Pennsylvania law, and the state or federal courts located in Crawford County, Pennsylvania, shall have exclusive jurisdiction with respect to any disputes related hereto or thereto, which jurisdiction may be waived at Buyer's sole discretion.

18. CONFLICT MINERALS. Seller shall disclose any "Conflict Minerals" included in the products, components, or materials supplied, manufactured or contracted to be manufactured by Seller for Buyer under this agreement. The term "Conflict Minerals" shall have the meaning ascribed to it under Section 1502 of the Dodd-Frank Wall Street Reform and Consumer Protection Act, meaning wolframite, casserite, columbite-tantalite (coltan), gold and their derivative metals: tantalum, tin and tungsten. Such information shall be disclosed to Seller in a form satisfactory to Seller, prior to the time of delivery of materials, components, or products to Buyer. Seller shall obtain Buyer's prior written consent before providing any materials, components, or products to Buyer that include Conflict Minerals that originated from the Democratic Republic of Congo ("DRC") or the nine adjoining conflict countries; Angola, Burundi, Central African Republic, the Republic of the Congo, Rwanda, South Sudan, Tanzania, Uganda, and Zambia. Seller shall maintain effective accounting procedures, internal controls and audit procedures necessary to verify that any Conflict Minerals included in materials, components, or products provided to Seller did not originate from the DRC or the nine adjoining countries, and to verify compliance with this paragraph. Seller shall be permitted to audit such records as reasonably necessary to confirm Seller's compliance with this paragraph. Seller shall indemnify and hold Buyer harmless for all fines, penalties, expenses or other losses sustained by Buyer as a result of Seller's breach of this paragraph.