TERMS AND CONDITIONS OF SALE Rev. 7-06-2021

The following Terms and Conditions of Sale (the "Terms") shall be applicable to all sales made by Esmark Excalibur LLC ("Excalibur"), except as otherwise expressly agreed by Excalibur in writing. Acceptance of any or all Goods or Services ordered by a Buyer shall constitute assent by Buyer to these Terms. As used herein, "Goods" and Services" refer to all materials, supplies, equipment, parts, accessories and other times to be sold, and all Services of any nature whatsoever to be performed, respectively, by Excalibur to or for Buyer, and "Buyer" means the party to whom Excalibur sells or provides Goods or Services. Excalibur shall not be bound by any provisions in Buyer's purchase order or other documents, electronic or otherwise which propose any terms or conditions in addition to or differing with these Terms, and any such terms and conditions of Buyer and any other modification to these Terms shall have no force or effect and shall not constitute any part of the terms and conditions of sale, except to the extent separately and specifically agreed to in writing by Excalibur. Excalibur's acceptance of Buyer's purchase order shall be subject to these Terms, and failure to object to provisions contained in Buyer's documents shall not be deemed a waiver of these Terms, which shall constitute the entire agreement between the parties. NO AMENDMENT, DELETION, SUPPLEMENT OR CHANGE IN THESE TERMS SHALL BE BINDING ON BUYER UNLESS APPROVED IN WRITING BY BUYER.

1. Prices. Quoted prices may be changed by Excalibur without notice to reflect Excalibur's prices at time of shipment and any increase in transportation, labor or other costs. If a delivered price has been quoted, any charges at destination for spotting, switching, handling, storage and other accessorial Services and demurrage shall be borne by Buyer and any increase in transportation charges shall be added to the quoted price. Excalibur reserves the right to correct any obvious errors in specifications or prices.

2. Surcharges. Any surcharges imposed by Excalibur's suppliers at the time of shipment shall be paid by Buyer. Such surcharges include, but are not limited to, surcharges on fuel and natural gas.

3. Taxes. Any taxes which, under any existing or future law, which Excalibur may be required to pay or collect with respect to the sale, purchase, delivery, transportation, storage, processing, use or consumption of any Goods or Services shall, if not separately shown, be added as a separate item to the quoted price, and shall be paid by Buyer to Excalibur on demand; provided, however, that the foregoing shall not apply to any taxes the payment or collection of which by Excalibur is excused by reason of delivery to Excalibur of valid tax exemption certificates.

4. Payment Terms. Unless otherwise expressly agreed by Excalibur, payment shall be due 30 days from the date of each invoice, without discount. Any cash discount which may be expressly provided for in writing applies only to the sale price of the Goods at the shipping point and does not apply to any charges made for taxes, storage, loading or transportation. Buyer shall pay costs and expenses incurred by Excalibur, including reasonable attorney's fees, in connection with collection of amounts overdue from Buyer.

5. Credit. All orders are subject to the approval of Excalibur's credit department. If in Excalibur's judgment reasonable doubt exists as to Buyer's financial responsibility, or if Buyer is past due in payment of any amount owing to Excalibur, Excalibur reserves the right, without liability and without prejudice to any other remedies, to refuse or cancel credit, require full payment prior to shipment, suspend performance, or decline to ship or stop any material in transit until Excalibur receives payment of all amounts owing to Excalibur, whether or not due, or adequate assurance of such payment.

6. Shipment. Excalibur reserves the right to produce and ship all or any part of the Goods specified in any order from any of its plants or facilities. Method and route of shipment shall be at Excalibur's discretion, except as Excalibur otherwise agrees in writing. If Excalibur reasonably determines that the method specified by Buyer is unavailable or otherwise unsatisfactory, Excalibur reserves right to use an alternate method or route, or both, whether or not at a higher cost to Buyer.

6. Deliveries. Any shipping schedule is approximate. Excalibur shall not be liable for any failure to perform, or any delay in delivery or failure to deliver, caused for any reason in whole or in part beyond our reasonable control, including, but not limited to event of force majeure, production schedules of the producing mill, unavailability of materials, labor disturbances, acts of God, pandemic, acts of war or terrorism, transporting difficulties, or causes which abnormally increase the cost of performance. In such event, Excalibur shall have the right to cancel the entire agreement with Buyer, or any part thereof, without liability. Should shortages in Excalibur's supply occur for any reason, Excalibur may allocate the material in such manner and amount as Excalibur may determine. Acceptance by Buyer of any Goods shall constitute a waiver by Buyer of any claim for damages on account of any delay in delivery of such Goods.

7. Packaging. Excalibur will use reasonable means to comply with any packaging, loading or bracing requirements specified in any order. Excalibur will charge for compliance with Buyer's special requirements in accordance with Excalibur's price list for extras in effect at time of shipment. If no packaging, loading or bracing requirements are specified by Buyer, Excalibur shall comply with the minimum requirements customarily applied by Excalibur to the method of transportation used for such Goods.

8. Quality Assurance; Critical Application Exclusion. Excalibur shall have no obligation to ensure that any Goods or Services purchased from Excalibur meet any special quality assurance specifications and/or other requirements, except as agreed by Excalibur in writing. Buyer represents that Goods which it purchases from Excalibur will not be applied by Buyer or resold by Buyer for application to, any critical end use, including, but not limited to use in connection with or in any way related to the construction or operation of a nuclear reactor, any nuclear power generating system, or any nuclear waste (or spent fuel) disposal facility, except as agreed by Excalibur in writing. If any Goods or any Services supplied by Excalibur are applied to a critical end use without Excalibur's express written agreement, Buyer shall indemnify and hold Excalibur harmless against any and all damages or claims for damages made by any person for any injury, fatal or nonfatal, to any person or for any damage to the property of any person incident to or arising out of such application, including, without limitation, any loss resulting from radioactive, toxic, explosive, or other hazardous properties of source material, special nuclear material, or by-product material as such terms are defined in the Atomic Energy Act of 1954 or any law amendatory thereof or regulations adopted pursuant thereto.

9. Warranty. Excalibur warrants only that the Goods will conform to their description as stated in the invoice, subject to tolerances and variations described in the following paragraph. EXCALIBUR MAKES NO OTHER WARRANTY, EXPRESS OR IMPLIED, STATUTORY OR OTHER, AND SPECIFICALLY DISCLAIMS AND EXCLUDES ANY AND ALL WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. AND ANY WARRANTIES ARISING FROM COURSE OF DEALING, USAGE OR TRADE PRACTICE. WITHOUT LIMITING THE FOREGOING, EXCALIBUR MAKES NO WARRANTY OF ANY KIND THAT THE GOODS WILL MEET BUYER'S OR ANY

OTHER PERSON'S REQUIREMENTS.

10. Technical Assistance and Advice. Excalibur's warranty shall not be enlarged, and no obligation or liability shall arise out of Excalibur's rendering of technical assistance, advice, service, or recommendations in connection with Buyer's purchase of Goods. EXCALIBUR MAKES NO WARRANTY, EXPRESS OR IMPLIED, AND THE SAME ARE HEREBY EXPRESSLY DISCLAIMED as to any such technical assistance, advice, service or recommendations and the results to be obtained. Buyer assumes all responsibility for loss or damage resulting from the use of any such Goods.

11. Inspection. Materials must be examined by Buyer immediately upon receipt to determine correctness of shipment as to quantity, size, length, and condition. Buyer must not cut, fabricate or otherwise use material without such examination.

12. Claims. If, upon inspection by Buyer as provided above, any Goods received by Buyer are nonconforming, damaged, visibly defective or if the quantities received by Buyer do not agree with the quantities indicated on the shipping documents, Buyer must notate that on the delivery receipt. If Goods are found to be nonconforming or damaged when unpacking and if Buyer intends to assert any claim against Excalibur on this account, Buyer shall, within 30 days after receipt of such Goods, furnish Excalibur detailed written information of such damage, nonconformance, defect or shortage. Buyer's failure to so inform Excalibur or Buyer's use of the material shall be Buyer's acknowledgment that Excalibur has satisfactorily performed. Excalibur will not honor any claims for damages caused by Buyer's improper storage of the Goods. If Buyer authorizes Excalibur to process non-conforming materials, the cost of additional processing shall be at Buyer's expense.

13. Limitation of Liability. Buyer's exclusive remedy, and Excalibur only liability arising out of this contract, shall be replacement or repair of the Goods, or credit of the purchase price paid by Buyer, whichever such remedy Excalibur shall select. If Excalibur elects to repay the purchase price, Buyer must return the Goods to Excalibur immediately. Except for nonpayment by Buyer, any action arising out of this contract must be commenced within one year from the date of delivery. In no event will Excalibur be liable for incidental or consequential damages, indirect, punitive, loss of revenue or profit, business interruption, or business opportunity.

14. Allocation of Risk. Buyer acknowledges that Excalibur's Acknowledgment allocates risks with respect to Goods and/or Services sold to Buyer hereunder and this risk allocation is reflected in the prices to be paid by Buyer for said Goods and/or Services purchased hereunder. Buyer warrants that it has read this provision, understands it and is bound by its terms.

15. Confidentiality and Publicity. Buyer shall consider all information furnished by Excalibur to be confidential and shall not disclose any such information to any person, firm or corporation, other than Buyer's or Excalibur's employees, subcontractors or government inspectors, unless authorized to do so by Excalibur in writing. Buyer shall not disclose in any manner to third parties, including, without limitation to, advertising, or publishing concerns, Excalibur's identity or the identity of any subsidiaries or affiliates of Excalibur. Unless otherwise agreed to in writing, no commercial, financial or technical information disclosed in any manner or at any time by Buyer to Excalibur shall be deemed secret or confidential and Buyer shall have no rights against Excalibur with respect thereto except such rights as may exist under patent laws.

16. Tools, Dies and Fixtures. Unless otherwise expressly provided, any tools, dies or fixtures which may be developed for use in the production of the Goods covered shall be owned by Excalibur , as Excalibur may elect, even though Buyer is charged in whole or in part for the cost of such tools, dies and fixtures.

17. Patent Infringement. If the Goods are manufactured and/or sold by the Excalibur to meet Buyer's specifications or requirements, Buyer covenants and agrees to indemnify, defend and hold harmless Excalibur (and Excalibur's affiliates, successors and assigns) against every claim or suit which shall be brought against any one or more of them for any alleged infringements of any patents, trademarks, copyrights or other intellectual property rights by reason of the manufacture and sale of such Goods by Excalibur (and Excalibur' affiliates, successors and assigns).

18. Government Contracts. Unless otherwise expressly provided in writing, Buyer's order has not been placed under a prime contract with the United States Government or a subcontract thereunder and none of the clauses contained in the Armed Services Procurement Regulations as presently in effect, are incorporated herein.

19. Cancellation. A contract may be cancelled or modified only by written agreement between Excalibur and Buyer. Buyer's insistence upon cancelling or suspending fabrication or shipment, or Buyer's failure to furnish specifications when required, may be treated by Excalibur as a breach of contract by Buyer, and Excalibur may cancel any unshipped balance without prejudice to any other remedies Excalibur may have.

20. Setoffs and Counterclaims. Buyer authorizes Excalibur to apply toward payment of any monies that become due Excalibur hereunder any sums which may now or hereafter be owed to Buyer by Excalibur or by any subsidiary or affiliated company of Excalibur.

21. Governing Law. These Terms and all other agreements with respect to any and all sales by Excalibur shall be governed by Pennsylvania law, and the state and federal courts located in Crawford County, Pennsylvania shall have exclusive jurisdiction over any suit or action, at law or in equity, or other judicial proceeding with respect to any disputes related hereto or thereto.

22. Entire Agreement. The terms set forth herein constitute the sole terms and conditions upon which Excalibur offers Goods for sale. No other terms, conditions, or understandings, whether oral or written shall be binding upon Excalibur, unless hereafter made in writing and signed by an authorized representative of Excalibur. Excalibur hereby specifically objects to any different or additional terms that may be contained in Buyer's purchase order.

STEEL, ALUMINUM, NICKEL, BRASS AND COPPER

THE ABOVE PRODUCTS, IN THEIR NATURAL STATE, DO NOT PRESENT AN INHALATION, INGENSTION OR CONTACT HEALTH HAZARD. HOWEVER, PROCESSING OPERATIONS INVOLVING THESE MATERIALS, SUCH AS WELDING, BURNING, SAWING, BRAZING, GRINDING AND MACHINING, MAY PRESENT A RESPIRATORY, SKIN OR EYE HAZARD. SEE MATERIAL SAFETY DATA SHEETS FOR FURTHER INFORMATION.