

MC COATING, INC.
GENERAL TERMS AND CONDITIONS OF SALE

DOCUMENTS AND ATTACHMENTS SUPPLIED HERewith MAY CONTAIN CONFIDENTIAL INFORMATION BELONGING TO MC COATING, INC., "MCC", FC INDUSTRIES, INC., "FCI", AND OR FC INTERNATIONAL, INC., INTENDED SOLELY FOR THE NAMED ADDRESSEE. IF YOU ARE NOT THE NAMED ADDRESSEE: (i) YOU ARE HEREBY NOTIFIED THAT THE UNAUTHORIZED DISCLOSURE, USE, DISSEMINATION OR COPYING, IN WHOLE OR IN PART, OF THESE DOCUMENTS AND ATTACHMENTS, IS STRICTLY PROHIBITED; (ii) YOU SHALL NOT READ, FORWARD, DISCLOSE, COMMUNICATE, OR OTHERWISE USE SAID DOCUMENTS, OR ANY PART THEREOF, IN ANY MANNER, OR IN ANY FORM, WHATSOEVER; (iii) YOU MUST DELETE ANY ELECTRONIC VERSION OF THE SAME FROM YOUR SYSTEM; (iv) YOU MUST URGENTLY NOTIFY THE SENDER OF THE WRONG DELIVERY AND (v) YOU MUST MAKE ARRANGEMENTS WITH THE SENDER FOR THE SAFE RETURN OF ALL HARD COPIES.

THE TERMS AND CONDITIONS HEREIN, OR THOSE POSTED WITH THE MOST RECENT EFFECTIVE DATE AT www.mccoatinginc.com WHEN AN ORDER IS ACCEPTED, SHALL CONSTITUTE THE AGREEMENT BETWEEN MCC AND BUYER OR BUYER'S AGENT "BUYER" IN ITS ENTIRETY AND SHALL SUPERSEDE ALL PREVIOUS STATEMENTS, REPRESENTATIONS AND AGREEMENTS, ORAL OR WRITTEN, MADE BY THE PARTIES OR THEIR REPRESENTATIVES, INCLUDING WITHOUT LIMITATION, DIFFERENT OR CONFLICTING PROVISIONS OF THE BUYER'S PURCHASE ORDER.

- 1. QUOTATIONS** – BUYER SHALL AT ALL TIMES BE RESPONSIBLE FOR PROVIDING MCC WITH ACCURATE INFORMATION CONCERNING REINFORCING BAR SIZES, GRADES, CONFIGURATIONS AND QUANTITIES WHEN REQUESTING QUOTATIONS. MCC DOES NOT PERFORM TAKE-OFFS AS A SERVICE. BUYER SHALL SUPPLY MCC COPIES OF DOCUMENTS, TECHNICAL SPECIFICATIONS, QUALITY REQUIREMENTS, MATERIAL IDENTIFICATION REQUIREMENTS, DOMESTIC CONTENT REQUIREMENTS, AND OTHER SUCH INFORMATION NECESSARY TO FULLY COMPLY WITH SPECIFIC PROJECT SPECIFICATIONS AND OR CODE OF CONSTRUCTION. UNLESS OTHERWISE NOTED, WRITTEN QUOTATIONS SHALL AUTOMATICALLY EXPIRE 30 DAYS FROM THE DATE OF QUOTATION & SHALL BE SUBJECT TO EARLIER TERMINATION OR CHANGE BY NOTICE FROM MCC. WHEN MILL CERTS ARE REQUIRED, THE BUYER MUST INFORM MCC BEFORE PLACING A PURCHASE ORDER. CHANGES TO REINFORCING BAR SIZES, BAR GRADES, QUALITY SYSTEM, AND OR QUANTITY REQUIREMENTS THAT AFFECT MCC QUOTATIONS SHALL BE CAUSE FOR NULLIFICATION OF THOSE QUOTATIONS. UNLESS CONFIRMED IN WRITING WITHIN 10 DAYS, MCC SHALL HAVE NO LIABILITY IN RESPECT OF ANY ORAL QUOTATION OR ORAL AGREEMENT. ACCEPTANCE OF BUYER'S PURCHASE ORDER OR CHANGE-ORDER BY MCC SHALL BE SUBJECT TO CONTRACT REVIEW. THE TERMS AND CONDITIONS OF BUYER'S PURCHASE ORDER SHALL NOT BE BINDING UPON MCC. IN THE EVENT THAT BUYER IS PURCHASING PRODUCTS FOR A SPECIFIC PROJECT, THERE SHALL BE NO ASSUMPTION OF THIRD-PARTY CONTRACTUAL OBLIGATIONS BY MCC. ONLY MCC'S WRITTEN QUOTATION AND OR ACKNOWLEDGMENT AND BUYER'S ASSENT TO THE TERMS AND CONDITIONS OF SALE CONTAINED THEREIN SHALL BE BINDING UPON THE PARTIES.
- 2. PRICES** – UNLESS OTHERWISE SPECIFICALLY AGREED IN WRITING BY MCC, ALL PRICES IN MCC'S PRICE LIST, QUOTATIONS, OR ACKNOWLEDGMENTS SHALL BE IN U S DOLLARS, AND SHALL BE SUBJECT TO CHANGE AT ANY TIME PRIOR TO ANY SHIPMENT. PRICE ESCALATION PROVISIONS SHALL APPLY IN CASES WHERE MCC'S WRITTEN QUOTATIONS EXTEND BEYOND 30 DAYS FROM THE ORIGINAL QUOTATION DATE. ACCORDINGLY, AFTER 30 DAYS FROM THE QUOTATION DATE, IN THE ABSENCE OF ANY OTHER WRITTEN STATEMENT BY MCC AND SUBJECT TO PREVAILING MARKET CONDITIONS, BUYER SHALL EITHER PAY "PRICE-IN-EFFECT AT TIME OF SHIPMENT" OR SHALL PAY AN INCREASE EQUAL TO 1.5% AFTER 30 DAYS AND 1.5% PER MONTH COMPOUNDED THEREAFTER. SURCHARGES FOR SCRAP, POWDER, FUEL, ENERGY, AND OR OTHER COMMODITIES MAY BE ADDED TO INVOICES IN THE EVENT SUCH CHARGES ARE LEVIED AGAINST MCC BY OTHERS. FREIGHT ESTIMATES SHALL BE BASED ON THEORETICAL WEIGHTS. PRE-PAID FREIGHT CHARGES SHALL BE ADJUSTED UP OR DOWN AT THE TIME OF SHIPMENT AND ADDED TO THE INVOICE TO REFLECT ANY AND ALL CHANGES, INCLUDING CHANGES OR CORRECTIONS IN SHIPPING WEIGHT, CHANGES IN CARRIER, CHANGES IN TRANSPORTATION MODE AND CHANGES IN PREVAILING FREIGHT RATE. ALTERNATELY, SHIPMENTS SHALL BE SENT FREIGHT COLLECT.
- 3. ERRORS** – MCC RESERVES THE RIGHT TO CORRECT ERRORS IN SPECIFICATIONS, PRICES, AND ESTIMATED FREIGHT CHARGES DUE TO TYPOGRAPHICAL, CLERICAL OR ENGINEERING ERRORS OR BECAUSE OF INCOMPLETE OR INACCURATE INFORMATION FROM BUYER OR BECAUSE OF CODE CHANGES OR OTHER CHANGES BEYOND THE CONTROL OF MCC.
- 4. TERMS** – STANDARD DOMESTIC TERMS SHALL BE NET 30 DAYS, FOB MCC'S PLANT IN MIAMISBURG, OHIO. DELINQUENT ACCOUNTS SHALL BE SUBJECT TO 1½% PER MONTH LATE CHARGE. INTERNATIONAL TERMS SHALL BE (i) BY WIRE TRANSFER PAYMENT IN ADVANCE OF SHIP DATE OR (ii) BY IRREVOCABLE AND CONFIRMED LETTER OF CREDIT. THERE WILL NOT NORMALLY BE ANY EXCEPTION TO DOMESTIC OR INTERNATIONAL TERMS WITHOUT MCC'S PRIOR WRITTEN APPROVAL. MCC RESERVES THE RIGHT NOT TO ACCEPT PURCHASE ORDERS AND TO SUSPEND SERVICES AS IT SEES FIT, WITHOUT PRIOR NOTIFICATION.
- 5. CREDIT APPROVAL** – SHIPMENTS AND DELIVERIES SHALL AT ALL TIMES BE SUBJECT TO THE APPROVAL OF MCC'S CREDIT DEPARTMENT AND IN CASE MCC HAS ANY DOUBT AS TO THE BUYER'S RESPONSIBILITY, MCC MAY DECLINE TO MAKE ANY SHIPMENTS, EXCEPT UPON RECEIPT OF SATISFACTORY SECURITY OR CASH BEFORE SHIPMENT.
- 6. SHIPMENT, PERFORMANCE, AND LIMITATION OF LIABILITY** – PRODUCT AVAILABILITY SHALL BE SUBJECT TO CHANGE AFTER THE ISSUANCE OF ANY QUOTATION. ANY SPECIFIED SHIPMENT DATE OR DATES SHALL BE ESTIMATES ONLY. MCC SHALL HAVE NO LIABILITY ON ACCOUNT OF PRIOR PURCHASES OF PRODUCTS BY OTHERS, ANY DELAY OR FAILURE TO MANUFACTURE, SHIP OR DELIVER ANY PRODUCTS OR FURNISH ANY SERVICE, DUE DIRECTLY OR INDIRECTLY TO FIRE, ACT OF GOD, ACCIDENT, STRIKE, LOCKOUT OR OTHER LABOR DISPUTE, MATERIAL OR EQUIPMENT SHORTAGE OR UNAVAILABILITY, INADEQUATE TRANSPORTATION, GOVERNMENT ORDER OR REGULATION OR OTHER SIMILAR OR DISSIMILAR CAUSE BEYOND MCC'S CONTROL. MCC SHALL IN NO EVENT BE LIABLE FOR ANY LOSS OF BUSINESS OR PROFITS, CLAIMS OF BUYER'S CUSTOMERS OR OTHER THIRD PARTIES, DOWNTIME, OR ANY CONSEQUENTIAL LOSS OR DAMAGE, WHETHER OR NOT DUE TO MCC'S NEGLIGENCE OR FORESEEABLE BY MCC. FAILURE TO MAKE SHIPMENT AS PROMISED SHALL NOT BE CONSIDERED A SUFFICIENT CAUSE FOR CANCELLATION. FREIGHT RATES PREVAILING AT TIME OF SHIPMENT SHALL BE EFFECTIVE ON ALL SHIPMENTS.
- 7. SHIPPING, LOSS, AND DAMAGE** – RISK OF LOSS OR DAMAGE TO PRODUCTS SHALL PASS TO BUYER UPON DELIVERY TO THE FIRST CARRIER OR BUYER'S REPRESENTATIVE. APPARENT SHORTAGE OR VISUAL DAMAGE TO SHIPPING CONTAINERS BY THE CARRIER SHALL BE NOTED ON BOTH CONSIGNEE'S AND CARRIER'S DELIVERY RECEIPT OR RECORD. MCC AND CARRIER'S LOCAL OFFICE SHALL BE NOTIFIED IN WRITING OF ANY LOSS, APPARENT SHORTAGE OR DAMAGE IMMEDIATELY, BUT NO LATER THAN 24-HOURS AFTER THE TIME OF DELIVERY. SUCH NOTIFICATION SHALL INCLUDE AN INSPECTION REPORT SUPPORTING THE LOSS OR DAMAGE CLAIM. MCC SHALL HAVE NO OBLIGATION TO THE BUYER IF THIS PROCEDURE IS NOT FOLLOWED.
- 8. CANCELLATION AND/OR DEFERRED DELIVERY** – ORDERS SHALL NOT BE CANCELLED WITHOUT THE WRITTEN CONSENT OF MCC AND ONLY THEN UPON PAYMENT BY BUYER FOR ALL COMPLETED PRODUCT COATINGS AT THE UNIT PRICE, AND FOR RAW MATERIAL, UNAMORTIZED TOOLING, ENGINEERING, HANDLING AND OVERHEAD CHARGES INCURRED BY MCC. NO DELIVERY SHALL IN ANY EVENT BE DEFERRED FOR MORE THAN 60 DAYS WITHOUT THE WRITTEN CONSENT OF MCC. STRIKES OR WORK STOPPAGES AT THE JOB-SITE OR BUYER'S PLACE OF BUSINESS SHALL NOT BE REASON TO DEFER OR CANCEL ORDERS.
- 9. RETURNS** – NO RETURNS OF COATED PRODUCTS SHALL BE ACCEPTED. ALL CHARGES INCURRED, INCLUDING FREIGHT CHARGES, POWDER COSTS, AND COATING, SHALL BE BUYER'S RESPONSIBILITY AND WILL BE BILLED TO BUYER ACCORDINGLY.
- 10. TELEPHONED INSTRUCTIONS** – MCC ACCEPTS NO RESPONSIBILITY, AND BUYER SHALL NOT HOLD MCC RESPONSIBLE, FOR ERRORS OR MISUNDERSTANDINGS, WHETHER OR NOT DUE TO MCC'S NEGLIGENCE, IN COMPLYING WITH ORDERS OR INSTRUCTIONS GIVEN TO MCC OR TO A THIRD PARTY FOR TRANSMITTAL TO MCC BY TELEPHONE.
- 11. TESTING OF STANDARD PRODUCT COATINGS** – COSTS FOR TESTING, INCLUDING PRODUCT COSTS, LABORATORY COSTS, STEEL COSTS, LABOR COSTS AND ANY RELATED COSTS SHALL BE THE RESPONSIBILITY OF BUYER. ANY SPECIAL TESTS PERFORMED BY MCC FOR THE BUYER WILL BE QUOTED AND BILLED TO THE BUYER.
- 12. SPECIAL OR MODIFIED PRODUCTS** – PRODUCTS REQUIRING DEVIATION FROM STANDARD, SHALL BE SUBJECT TO ENGINEERING, TOOLING AND TEST CHARGES SET BY MCC. CHANGES IN COATING REQUIRED BY BUYER SHALL BE AT BUYERS EXPENSE, WITH A WRITTEN CHANGE-ORDER REQUIRED. THE POTENTIAL FOR PART LOSS THROUGH MANUFACTURING RISKS MAY NECESSITATE SHIPMENT OF A LESSER QUANTITY OF PARTS BY MCC THAN THE ORDER CALLS FOR.
- 13. MODIFIED OR DISCONTINUED PRODUCT COATINGS** – MCC MAY MODIFY OR DISCONTINUE ANY PRODUCT COATINGS AT ANY TIME WITHOUT LIABILITY, EXCEPT TO REFUND ANY AMOUNTS ALREADY PAID FOR ANY SUCH PRODUCT COATINGS WHICH HAVE BEEN ORDERED BUT NOT YET DELIVERED.
- 14. TOLERANCES** – UNLESS OTHERWISE AGREED IN WRITING, ALL TOLERANCES & DIMENSIONS SHALL BE STANDARDS CUSTOMARILY EMPLOYED BY MCC. PRODUCT COATINGS SUPPLIED OUT-OF-TOLERANCE SHALL BE REJECTABLE ONLY IF FOUND TO BE TECHNICALLY INADEQUATE WHEN COMPARED TO SPECIFICATIONS FOR COATED PRODUCTS.
- 15. PATENTS** – MCC SHALL ASSUME NO LIABILITY FOR PATENT INFRINGEMENT. BUYER SHALL INDEMNIFY AND SAVE MCC HARMLESS AGAINST ANY LOSS, DAMAGE OR EXPENSE INCURRED BECAUSE OF PATENT INFRINGEMENT CLAIMS.
- 16. WARRANTY, CLAIMS, AND EXCLUSIVE REMEDIES** – AT THE TIME OF SHIPMENT, PRODUCTS COATED BY MCC SHALL BE WARRANTED ONLY TO CONFORM TO THE DESCRIPTION GIVEN BY MCC AND TO BE FREE FROM DEFECTS IN COATING TO THE EXTENT AGREED UPON BETWEEN BUYER AND MCC. UNLESS STATED IN WRITING BY MCC, NO OTHER WARRANTY, WHETHER EXPRESSED OR IMPLIED, INCLUDING ANY WARRANTY OF MERCHANTABILITY OR FITNESS, SHALL EXIST IN CONNECTION WITH THE SALE OR USE OF ANY PRODUCTS COATED BY MCC. CLAIMS FOR ERRORS, APPARENT SHORTAGES, DEFECTS, OR NON-CONFORMITIES, ASCERTAINABLE UPON INSPECTION, SHALL BE MADE IN WRITING WITHIN 5 DAYS AFTER BUYER'S RECEIPT OF COATED PRODUCTS. MCC SHALL HAVE NO OBLIGATION TO BUYER IF THIS PROCEDURE IS NOT FOLLOWED. PRODUCT COATINGS CLAIMED NONCONFORMING OR DEFECTIVE SHALL BE PROMPTLY RETURNED TO MCC FOR INSPECTION. CLAIMS NOT MADE AS PROVIDED ABOVE AND WITHIN THE APPLICABLE TIME-PERIOD SHALL BE BARRED AND OF NO EFFECT. MCC SHALL IN NO EVENT BE RESPONSIBLE IF THE COATED PRODUCTS HAVE NOT BEEN STORED OR USED IN ACCORDANCE WITH ITS SPECIFICATIONS AND RECOMMENDED PROCEDURE. MCC SHALL NOT BE RESPONSIBLE FOR RUSTING OR CORROSION OF COATED PRODUCTS, OR THE PERFORMANCE OF RUSTED OR CORRODED PRODUCTS AFTER DELIVERY TO BUYER. AT ITS OPTION, EITHER MCC SHALL REPAIR OR REPLACE NONCONFORMING OR DEFECTIVE PRODUCT COATINGS FOR WHICH IT IS RESPONSIBLE, OR RETURN TO BUYER THE PURCHASE PRICE. THE FOREGOING STATES BUYERS EXCLUSIVE REMEDY FOR ANY BREACH OF MCC'S WARRANTY AND FOR ANY CLAIM, WHETHER SOUNDING IN CONTRACT, TORT OR NEGLIGENCE, FOR LOSS OR INJURY CAUSED BY THE SALE OR USE OF ANY PRODUCT WITHOUT LIMITING THE GENERALITY OF THE FOREGOING. MCC SHALL IN NO EVENT BE RESPONSIBLE FOR ANY LOSS OF BUSINESS OR PROFITS, DOWNTIME OR DELAY, LABOR, REPAIR, MATERIAL COSTS OR ANY CONSEQUENTIAL LOSS OR DAMAGE INCURRED BY BUYER. MCC SHALL NOT BE RESPONSIBLE FOR DAMAGE FROM THE USE OF COATED PRODUCTS NOT MARKETED BY MCC. THE USE OF PRODUCTS COATED BY MCC OUTSIDE OF THAT FOR WHICH THEY ARE DESIGNED IS NOT ENDORSED BY MCC. MCC SHALL NOT BE HELD RESPONSIBLE FOR INJURY OR DAMAGE THAT RESULTS THERE-FROM. ALL JOB-SITE TESTING SHALL BE THE RESPONSIBILITY OF BUYER.

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