SHINSHO AMERICAN CORPORATION ("Shinsho")
GENERAL TERMS AND CONDITIONS OF SALES

Shinsho is engaged in importing, exporting, sale and distribution of steel products including, but not limited to, ferrous metal materials, non-ferrous metal materials, alloy metals, fossil fuels, chemical elements, minerals, and fabricated parts ("Product(s)"); and buyer is the purchaser of Products ("Buyer")

1. Controlling Terms and Conditions. Unless otherwise agreed in writing by Shinsho, these Terms and Conditions of Sale ("T&Cs") preempt the existence of and/or overrides any other agreements or terms and conditions of sale issued or published by Buyer. A purchase order submitted by Buyer constitutes Buyer's automatic consent to all T&Cs and constitutes an agreement between Shinsho and Buyer ("Agreement"). T&Cs are specifically incorporated by this reference into every Shinsho quote, Buyer's Purchase Order, written or digital sales confirmation, Agreement and invoice between Buyer and Shinsho. IF ANY T&Cs ARE NOT ACCEPTABLE TO BUYER EXACTLY AS PROVIDED HEREIN, BUYER MUST PROMPTLY INFORM SHINSHO IN WRITING PRIOR TO SENDING A PURCHASER ORDER.

2. Purchase Terms.

   a. Buyer shall purchase Product at the prices and terms set forth in its purchase order as agreed or confirmed by Shinsho, as to price, quantity, delivery and shipping arrangements, and other necessary terms and conditions contained therein ("Purchase Order"). Shinsho reserves the right to modify credit terms or suspend shipments after a Purchase Order or Agreement, should Buyer become insolvent, fail to timely pay any invoice due to Shinsho, or should Shinsho determine in its sole discretion that it can no longer grant Buyer credit as originally agreed. Buyer cannot cancel or modify any Purchaser Order after material has been ordered to fill Purchase Order from a vendor, mill, or supplier of Shinsho without Shinsho's written consent.

   b. Applicable government duties, taxes, or tariffs, whenever assessed, including after the Purchase Order date, shall be the responsibility of Buyer and included or subsequently added by Shinsho to the price of the Products.

   c. Shinsho shall issue a separate invoice for each shipment of Product ("Invoice"). Each Invoice shall contain certain Product information from the Purchase Order. Buyer shall pay Shinsho within the time specified in Invoice. Buyer does not own the Product until all charges are paid in full.

   d. In the event Buyer fails to timely pay an Invoice, Shinsho may, in its sole discretion, and in addition to any other rights or remedies at law or in equity, (a) remove, by self-help or otherwise, any and all Product from the possession of Buyer; (b) stop shipment of all Product which may be in route to Buyer; (c) declare all amounts then due Shinsho, together with interest calculated at the prime rate then in effect, as published in the Wall Street Journal, plus five percent (5%) to become immediately due and payable. Interest

shall thereafter be calculated and assessed on a monthly basis until all amounts due are paid in full. The repossession or return of any Product shall be at the sole, additional cost and expense of Buyer including, without limitation, Shinsho's attorneys' fees and costs incurred as a result of Buyer's default.

3. Delivery ("Delivery") and Force Majeure. Delivery shall be made at Shinsho's election F.O.B. Buyer's facility or at the address shown on the Purchase Order with freight collect or freight prepaid and charged back or included in the purchase price. Delivery shall be deemed to have occurred when the Buyer has received the Product at F.O.B. point. Shinsho will notify Buyer as soon as practicable of any delay, or inability to complete shipment. Shinsho shall not be liable to Buyer or any third-party for failure or delay in Delivery due to any cause beyond Shinsho's control such as, but not limited to, acts of god, war, labor disputes, terrorism, embargoes, natural disasters, severe weather, civil disturbances, unavailability of transportation, or compliance with any government law, regulation or restriction. Any apportionment of Product necessitated by any of the above circumstances will be made at the sole discretion of Shinsho.

4. Inspection and Acceptance:

   a. Buyer shall promptly inspect the Product upon delivery. Unless Buyer notifies Shinsho of Product shortage, failure to meet specifications, or visible defects or damage, acceptance shall be deemed to have occurred five (5) calendar days after delivery of the Product ("Acceptance".) Notification of nonacceptance and the reason for rejection must be sent in writing to Shinsho within said period. Buyer must preserve all Product for inspection by Shinsho. Buyer's failure to timely notify Shinsho or preserve any rejected Product shall constitute irrevocable Acceptance by Buyer.

   b. Buyer Remedies: Rejected or nonconforming Product must be held at the place of delivery for a reasonable time to allow Shinsho or its agent's inspection and further instructions. If Shinsho agrees with the reasons for rejection ("Rejection") the Product will be returned to Shinsho in accordance with Shinsho's instructions and at Shinsho's expense. At Shinsho's option, exercised in its sole discretion, Shinsho will either replace the Product at the point of delivery or refund the Purchase Price upon the return of the Product. Any commingling of nonconforming Product or Rejected Product shall constitute irrevocable Acceptance by Buyer. Shinsho shall have no obligation to hold or resell Rejected Product for Buyer's account. Buyer's sole and exclusive remedy with respect to any Rejection is as provided herein.

5. Seller's Remedies. Shinsho may exercise any or all remedies afforded Shinsho in law, equity or under the Uniform Commercial Code ("UCC"), including recovery and repossession of any unpaid Product from Buyer, at Buyer's expense, and recovery of Shinsho's attorneys' fees and costs.

6. Risk of Loss and Title. Buyer shall bear all risk of loss upon Delivery of the Product. Title shall pass to Buyer only upon full payment for the Product, and Buyer grants

Shinsho the right to file any documentation necessary to preserve Shinsho's title in the Product as provided by the UCC or any other state/local commercial title statutes. In furtherance thereof:

a. Until paid in full, Buyer hereby grants to Shinsho a security interest in and to the Product.; and

b. Buyer does hereby grant unto Shinsho the power to execute, file, record or notice all UCC documentation necessary to perfect said security interest.

7. Liability and Indemnification.

a. Buyer's Liability. Upon Delivery of the Product, Buyer shall be responsible for any loss of, or damage to the Product. Should any Product be damaged or suffer shortage after Delivery, Buyer shall remain liable for the full value of the Product. Buyer does hereby indemnify and hold Shinsho, its officers, directors, employees, and agents harmless from and against any and all costs, fees, damages, and expenses (including, but not limited to attorneys' fees) arising out of or related to Buyer or any of its agent's acts, misrepresentations or omissions of fact, improper handling or storage of the Product, or other breach hereof.

b. Shinsho shall not be liable for any alteration, damage or defect of the Product that results from Buyer's improper handling, negligence or storage of the Product or for any special, consequential or incidental damages, personal injury or death, property damage, lost profits or delay, whether arising in contract or in tort, to the fullest extent allowed by law. which arise therefrom, regardless of whether any said damages were foreseeable or otherwise at the time of Purchase Order.

8. Representations and Warranties.

a. Shinsho warrants that it possesses good and marketable title to the Product free and clear of any encumbrances, liens, or other restriction, and that upon payment in full, any buyer of the Product shall receive good and marketable title thereto. Product will substantially conform to specifications subject to standard mill and/or industry variations, if any, and will be free from defects in material and workmanship. BUYER ACKNOWLEDGES THAT THIS EXRESS WARRANTY EXCLUDES ALL OTHER WARRANTIES, STATUTORY, EXPRESS, OR IMPLIED, INCLUDING, WITHOUT LIMITATION, THE WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE AND WARRANTY OF MERCHANTABILITY, ALL OF WHICH ARE SPECIFICALLY DISCLAIMED HEREIN.

b. Shinsho and Buyer warrants and represents to each other that (i) each has the right and legal authority to enter into this Agreement; (ii) each is duly organized and validly existing and in good standing under the laws of the state of its incorporation or formation; (iii) the execution of any Agreement of purchase and sale of Product shall

include these T&Cs, and the performance by each Party of its obligations and duties hereunder does not and will not violate the organizational documents or any agreement by which the Party is bound; (iv) neither is a party to or bound by any agreement or instrument or subject to any corporate restrictions or any judgment, order, writ, injunction, decree, law, rule or regulation that now or in the future may materially or adversely affect the ability of either party to perform its obligations under the Agreement, or restrict the ability of such party to perform its obligations under the T&Cs.

9. **LIMITATION OF LIABILITY AND REMEDIES. SHINSHO SHALL IN NO EVENT BE LIABLE TO BUYER FOR ANY INDIRECT, SPECIAL, EXEMPLARY, CONSEQUENTIAL OR INCIDENTAL DAMAGES ARISING OUT OF OR IN CONNECTION WITH ANY AGREEMENT (INCLUDING, WITHOUT LIMITATION, ANY DAMAGES FOR DEFECTS), WHETHER ARISING FROM MISTAKES, OMISSIONS, INTERRUPTIONS, ERRORS, DEFECTS, DELAYS IN OPERATION OR TRANSMISSION, FAILURE OF PERFORMANCE, OR THE USE OR PERFORMANCE OF THE PRODUCT NOTWITHSTANDING SHINSHO HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. SHINSHO'S AGGREGATE LIABILITY FOR ALL CLAIMS OF BUYER OR ANY THIRD-PARTY BUYER, IN ANY WAY IN CONNECTION WITH THE PRODUCT, RESALE OR THE USE THEREOF, WHETHER ARISING IN CONTRACT, TORT OR ANY OTHER LEGAL THEORY (INCLUDING, WITHOUT LIMITATION, NEGLIGENCE OR STRICT LIABILITY) SHALL BE LIMITED TO THE REFUND OR REPLACEMENT OF ANY DEFECTIVE PRODUCT.**

10. Confidentiality. "Confidential Information" includes all proprietary information and any and all non-public information, documents, data, and know-how which Shinsho may disclose to Buyer relating to its products, services, business, and pricing. Buyer agrees that it shall use such Confidential Information solely for the purposes of purchasing Product from Shinsho, and that it shall not, at any time during or after the term contained herein, disclose such Confidential Information, directly or indirectly, to any third-party or otherwise use such Confidential Information, without Shinsho's prior written consent. Upon Shinsho's request, Buyer shall promptly return all Confidential Information to Shinsho together with any copies thereof.

11. Notice. Any notices to be given under the T&Cs shall be in writing and shall be deemed duly given on (i) the date of personal or courier delivery; or (ii) the date of electronic or digital transmission, with confirmation of receipt by the receiver:

To Buyer:

At any published contact address or email address of Buyer of which Shinsho has record;

To Shinsho:

Shinsho American Corporation
Attn: Vice President of Sales
26200 Town Center Drive, Suite 220,
Novi, Michigan 48375
Telephone: (248) 675-0058
Fax: (248) 675-0061

Or at such address that Shinsho shall provide to Buyer in writing.

12. Assignment. Buyer shall not assign any Agreement or Purchase Order entered into to any third party without the express written consent of Shinsho. All of the terms and conditions contained herein shall extend to and be binding upon all successors and assigns of the respective parties hereto.

13. Amendment. The T&Cs shall not be amended, supplemented, extended, or modified except in writing signed by authorized representatives of Shinsho and Buyer.

14. Audit/Retention of Records. Buyer shall maintain books and records relating to the performance of all transactions conducted under any agreement between the parties. Books and records, including information stored in databases or other computer systems, shall be maintained by the Buyer for a period of ten (10) years from the date of final payment under any Agreement, and shall be available for review or audit by representatives of Shinsho and any other internal or external auditors or governmental entities with monitoring authority, upon reasonable notice and during normal business hours. Buyer shall cooperate fully with any such audit and with any investigation conducted by any such entities. Buyer shall not impose a charge for any audit or examination of Buyer's books and records.

15. No Waiver. No waiver of any term or default of any term hereof shall be deemed a waiver of any other term or default of the same term or default on another occasion. The failure of either party to enforce its rights under the T&Cs, at any time for any period, shall not be construed as a waiver of such rights.

16. Severability. If any one or more of the provisions hereof or related transaction documents shall for any reason be held to be invalid or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect any other provision hereof, and shall be construed as if such invalid, illegal or unenforceable provision had never been contained herein.

17. Survival. Any T&Cs that expressly or by their nature contemplate performance after a transaction is complete, terminates or expires will survive and continue in full force and effect including, but not limited to, provisions regarding confidentiality, record retention, liability, or indemnification.

18. Governing Law. The validity, construction, performance, and effect hereof and all sales by Shinsho shall be governed by the laws of the State of Michigan, USA, without regard to

principles of conflicts of law. Exclusive jurisdiction for any dispute arising hereunder shall be brought in the courts of the State of Michigan, USA.

19. Captions. The captions of the paragraphs hereof are for convenience only and shall not influence the construction or interpretation hereof.