

ICD Alloys and Metals LLC General Terms and Conditions for Purchases
May 7, 2024

These General Terms & Conditions shall apply to all purchases by ICD Alloys and Metals LLC or its Affiliates (“**Buyer**”). These General Terms & Conditions, as well as any Commercial Terms (collectively, the “**Contract**”) contain all agreements, arrangements, and stipulations between Seller and Buyer (each a “**Party**” and collectively the “**Parties**”) in respect of any purchases of any Product by Buyer from Seller, and supersede any conflicting provision in each and every offer, quotation, order, nomination, confirmation, invoice, delivery note, inspection form, survey form, and/or any similar document, contract, or agreement relating to the sale of any Product by Seller to Buyer. In the event of any conflict between any provision of these General Terms & Conditions and any Commercial Terms, the Commercial Terms shall take precedence other than as expressly set forth herein, but only to the extent of any such conflict.

Buyer’s agreement to purchase the Product from Seller is conditioned on Seller’s acceptance of these General Terms & Conditions, and no terms or conditions, other than those stated herein, and no agreement or understanding in any way modifying the terms and conditions herein stated shall be binding upon Buyer unless mutually agreed upon in writing. This Contract expressly limits Seller’s acceptance to the terms of this Contract. A Seller’s fulfillment of or other performance under the Purchase Order constitutes acceptance of these General Terms & Conditions.

I. Definitions

A. “**Affiliate**” or “**Affiliates**” means any legal entity which controls, is controlled by, or is under common control with, one of the Parties to this Contract, and “control” means legal or beneficial ownership of fifty percent (50%) or more of the shares in a legal entity entitled to appoint directors, or the possession, directly or indirectly, of the power to direct or cause the direction of the management and policies of such entity.

B. “**Commercial Terms**” means any one or more of the following terms specified by Buyer in a Purchase Order: (i) the quality or specifications of the Product to be delivered, (ii) the price that Buyer agrees to pay Seller for the Product or Services, (iii) the volume or quantity of Product to be delivered, and/or (iv) the time and place for delivery.

C. “**Confidential Information**” means this Contract and all information that is not known to the public respecting the business of Buyer or any Buyer’s Affiliate relating to research and development, processes, trade secrets, customers, suppliers, finances and business plans and strategies, or that otherwise should reasonably be construed as competitively sensitive information.

D. “**Delivery Date**” means the date(s) specified in the Commercial Terms for delivery of the Product.

E. **“Environmental Laws”** means all applicable federal, state and local laws including rules of common law, statutes, rules, regulations, codes, ordinances, binding determinations, orders, permits, licenses, injunctions, writs, decrees or rulings of any governmental authority, and other governmental restrictions and requirements relative to or that govern or purport to govern air quality, soil quality, water quality, sub-slab vapor and indoor air quality, wetlands, natural resources, solid waste, hazardous waste, hazardous or toxic substances, pollution or the protection of employee health and safety, public health, human health or the environment, including, but not limited to, the Comprehensive Environmental Response Compensation and Liability Act, the Hazardous Materials Transportation Act, the Clean Water Act, the Resource Conservation and Recovery Act, the Clean Air Act, the Emergency Planning and Community Right-to-Know Act, and the Toxic Substances Control Act, as each of these laws have been amended from time to time, and any analogous or related statutes and regulations, regulations of the U.S. Environmental Protection Agency, and regulations of any state department of natural resources, state environmental protection agency, and air quality management district or consortium now or at any time hereafter in effect.

F. **“Material Adverse Change”** means any event, occurrence, fact, condition or change that is materially adverse to (a) the business, results of operations, condition (financial or otherwise), or assets of the Seller, (b) the reputation of the Seller (such as the Seller’s conviction of, or plea of guilty or nolo contendere to, any felony or misdemeanor or other crime involving moral turpitude, dishonesty or theft), or (c) the ability of Seller to perform its obligations under this Contract.

G. **“Product”** means the goods specified in the Commercial Terms, such as raw materials, finished or semi-finished materials or articles, metals, refractory products, or commodities.

H. **“Purchase Order”** means a written offer to purchase the Product or Services by Buyer or its duly authorized agent including all terms and conditions attached to, or incorporated into, such purchase order.

I. **“Seller”** means the person(s), entity, or entities contracting to sell the Product or provide Services as set out in any Commercial Terms, including the servants, agents, brokers, designated representatives, subsidiaries or Affiliates of such entity or entities.

J. **“Services”** means work and/or services or a combination thereof to be performed by the Seller specified in the Commercial Terms.

II. Price

A. The price for the Product or Services shall be set forth in the Commercial Terms.

B. Unless otherwise specified in the Commercial Terms, the price includes all packaging, transportation costs to the delivery point, insurance, customs duties and fees and applicable taxes, including, but not limited to, all sales, use or excise taxes. No increase in the price is effective, whether due to increased material, taxes, tariffs, labor or transportation costs or otherwise, without the prior written consent of Buyer.

III. Payment

A. Seller shall issue an invoice to Buyer on or any time after the completion of delivery and only in accordance with the Commercial Terms. Buyer shall pay all properly invoiced amounts due to Seller within thirty (30) days after Buyer's receipt of such invoice, or within the date by which payment is demanded on the invoice, whichever is later, EXCEPT that Buyer shall not be required to pay any amounts that are disputed by Buyer in good faith. Without prejudice to any other right or remedy it may have, Buyer reserves the right to set off at any time any amount owing to it by Seller against any amount payable by Buyer to Seller.

B. Payment of invoices will not be deemed acceptance of the Product or waive Buyer's right to inspect, but rather such Product will be subject to acceptance under Section VI.

C. In the event of a payment dispute, Buyer shall notify Seller of any dispute with any invoice. The Parties shall seek to resolve all such disputes expeditiously and in good faith in accordance with the claims provisions set forth in Section IX. Notwithstanding anything to the contrary, Seller shall continue performing its obligations under this Contract during any such dispute.

IV. Delivery

A. Seller shall deliver the Product in the quantities and on the Delivery Date specified in the Commercial Terms. Timely delivery of the Product is of the essence. If Seller fails to deliver the Product on the Delivery Date, Buyer may terminate this Contract immediately by providing written notice to Seller and Seller shall indemnify Buyer against any losses, claims, damages, and reasonable costs and expenses directly attributable to Seller's failure to deliver the Product on the Delivery Date.

B. Seller shall deliver the Product in accordance with the Commercial Terms. To the extent not in conflict with any term of this Contract, the Contract incorporates INCOTERMS as in effect on the date of the Commercial Terms.

C. Title and risk of loss passes to Buyer without prejudice to any right of rejection or other right which may accrue or have accrued to the Buyer under the Contract or otherwise. All Product rejected or returned for any reason shall be at the risk of Seller during return transit to Seller.

V. Material Adverse Change

A. Seller shall notify Buyer immediately of any and all events that may have a Material Adverse Change on Seller's business or financial condition.

B. If Buyer determines in its sole discretion that Seller has experienced a Material Adverse Change, then Buyer may, without any liability and without prejudice to any of its other remedies, immediately terminate this Contract including any pending orders for Product that have been placed but not yet delivered or paid for by Buyer. No actions taken by Buyer under this Section (nor any failure of Buyer to act under this Section) constitute a waiver by Buyer of any of its rights to enforce Buyer's rights or Seller's obligations under this Contract including, but not limited to, the obligation of Seller to make deliveries as required under this Contract.

VI. Inspection and Acceptance

A. Buyer's inspector or representative and any inspector or representative of the Buyer's customer or the agent of any of them or of any governmental department concerned, may, on the Buyer's authority, inspect or test the Product at any reasonable time at the Seller's facilities or at the facilities of any permitted subcontractor or assignee. For this purpose, the Seller will give to Buyer or any nominee of Buyer, or otherwise arrange for, reasonable access to Seller's facilities or any such other facilities where the Product can be inspected and/ or tested.

B. If specified by Buyer, Seller will give adequate notice of any testing of the Product which the Buyer is entitled to attend and shall provide Buyer with such test certificates as Buyer or its customer(s) may reasonably require.

C. Such inspection prior to delivery does not relieve Seller of any liability nor does the inspection prior to delivery imply acceptance of the Product in the event that Buyer discovers upon or after delivery that any of the Product set forth in the Commercial Terms is defective or nonconforming in any way to the Purchase Order.

D. Buyer has the right to inspect the Product on or after the Delivery Date. Buyer, at its sole option, may inspect all or a sample of the Product, and may reject all or any portion of the Product if it determines the Product is nonconforming or defective. Buyer shall notify Seller of such rejection in writing.

E. If Buyer rejects any portion of the Product (whether or not the same have been delivered to and accepted by the Buyer), Buyer has the right, effective upon written notice to Seller, to: (i) rescind this Contract in its entirety; (ii) accept the Product at a reasonably reduced price; or (iii) reject the Product and require replacement of the rejected Product. If Buyer requires replacement of the Product, Seller shall, at its expense, promptly replace the

nonconforming or defective Product and pay for all related expenses, including, but not limited to, transportation charges for the return of the defective Product and the delivery of replacement Product. If Seller fails to timely deliver replacement Product, Buyer may replace the Product with goods from a third party and charge Seller the cost thereof and terminate this Contract for cause pursuant to Section XIX. Any inspection or other action by Buyer under this Section shall not reduce or otherwise affect Seller's obligations under the Contract, and Buyer shall have the right to conduct further inspections after Seller has carried out its remedial actions. The exercise of Buyer of any rights available under this provision shall in no way limit the other rights and remedies available to Buyer under the Contract, statute or common law.

VII. Licenses

A. In the event the performance of the Commercial Terms requires Buyer to have a permit or license from any governmental authority wherever located, whether domestic or abroad, the Commercial Terms shall be conditional upon such permit or license being available and obtained by Buyer at the required time.

VIII. Warranties

A. With respect to all Product delivered under the Commercial Terms, Seller warrants to Buyer that such Product will at the time of delivery: (i) be free from any defects in workmanship, material and design; (ii) conform to applicable specifications, including the quantity, quality, and description, specified in the Commercial Terms; (iii) be fit for their intended purpose and operate as intended; (iv) be merchantable; (v) be free and clear of all liens, security interests or other encumbrances; (vi) not infringe or misappropriate any third-party's patent or other intellectual property rights; and (vii) comply with any governmental standard, statutory rule or regulation that may be in force relating to the Product. All warranties set forth in these General Terms & Conditions shall not terminate for a period of less than four (4) years from the Delivery Date, nor will any warranties be deemed waived by reason of Buyer's receipt, inspection, acceptance of, or payment for, the Product.

B. The warranties set forth in this Section are cumulative and in addition to any other warranty provided by law or equity. Any applicable statute of limitations runs from the date of Buyer's discovery of the noncompliance of the Product with the foregoing warranties.

IX. Claims

A. Any dispute, controversy, or claim arising out of or relating to this Contract, or the breach, termination, or invalidity hereof, shall be submitted for negotiation and resolution to Seller and to Buyer, by delivery of written notice from either of the Parties to the other Party. Such Parties shall negotiate in good faith to resolve the dispute. If the Parties cannot resolve any dispute within sixty (60) days after delivery of the applicable dispute notice, either

Party may file suit in a court of competent jurisdiction in accordance with the provisions of Section XVII hereunder.

X. Safety and Environmental Protection

A. To enable Buyer to comply with its obligations under applicable health and safety legislation, the Seller shall provide Buyer with adequate information about any Product supplied under this Contract, the use for which they are designed and tested and about any conditions necessary to ensure such Product will be safe and without risk to health when properly handled, stored, transported and used.

B. In the event any Product supplied by the Seller in connection with the Commercial Terms is detected by Buyer or others before, at or within a reasonable time of delivery as having a level of radioactivity in excess of that previously agreed in writing (or if there is no such agreement, if the Product is detected as having any level of radioactivity whatsoever) then such Product shall be deemed to have failed to comply with the terms and conditions of this Contract and Buyer may at its sole discretion and without prejudice to its other rights and remedies under the Contract, statute or common law, reject such Product. Seller agrees to accept the return of such Product without objection. Seller further agrees that it shall bear the reasonable costs and expenses of testing, return, storage, disposal, transport, remediation, clean-up, or disposition of the Product related to non-conformance with this Section, and shall indemnify Buyer with regard to all costs and expenses related to same, including, without limitation to the foregoing, for all Losses as defined in Section XI below.

C. Seller warrants that it shall comply with all Environmental Laws in any jurisdiction.

XI. Indemnification

A. Seller shall indemnify and hold harmless Buyer and Buyer's Affiliates (collectively, "Indemnitees") against any and all loss, injury, death, damage, liability, claim, deficiency, action, judgment, interest, award, penalty, fine, cost or expense, including reasonable attorney and professional fees and costs, and the cost of enforcing any right to indemnification hereunder and the cost of pursuing any insurance providers (collectively, "Losses") arising out of or related to any breach of this Contract or any tort (including negligence or strict liability) of Seller relating to the Contract or the Product. Indemnitees shall have the right, at their sole option, to control the defense, appeal or settlement of any third-party claim that is reasonably likely to give rise to an indemnification claim under this provision. The Seller shall fully cooperate with the Indemnitees in connection with such defense.

B. Seller shall, at its expense, indemnify and hold harmless Buyer and any Indemnitee against any and all Losses arising out of or in connection with any claim that

Buyer's or Indemnitee's use or possession of the Product infringes or misappropriates the patent, copyright, trade secret or other intellectual property right of any third party. Indemnitees shall have the right, at their sole option, to control the defense, appeal or settlement of any third-party claim that is reasonably likely to give rise to an indemnification claim under this provision. The Seller shall fully cooperate with the Indemnitees in connection with such defense.

XII. Limitation of Liability

A. BUYER'S OBLIGATIONS OR LIABILITY ARISING OUT OF OR RELATED TO THIS CONTRACT, WHETHER ASSERTED IN CONTRACT, TORT (INCLUDING NEGLIGENCE AND STRICT LIABILITY), OR OTHERWISE, SHALL NOT INCLUDE ANY CONSEQUENTIAL OR INCIDENTAL DAMAGES, INCLUDING BUT NOT LIMITED TO ANY LOST PROFITS, THIRD-PARTY COSTS OR EXPENSES INCURRED STORING OR TRANSPORTING THE PRODUCT, INSPECTION, OR SAMPLING OR TESTING COSTS, THAT MAY ARISE FROM OR RELATE TO BUYER'S FAILURE TO PERFORM UNDER THIS CONTRACT, REGARDLESS OF WHETHER ANY SUCH DAMAGES WERE REASONABLY FORESEEABLE TO BUYER AT THE TIME OF THIS CONTRACT.

XIII. Insurance

A. During the term of this Contract, Seller shall, at its own expense, maintain and carry insurance in full force and effect which includes, but is not limited to, commercial general liability (including product liability), with financially sound and reputable insurers.

B. Upon Buyer's request, Seller shall provide Buyer with a certificate of insurance from Seller's insurer evidencing the insurance coverage specified in these General Terms & Conditions. Seller shall provide Buyer with fifteen (15) days' advance written notice in the event of a cancellation or material change in Seller's insurance policy. Except where prohibited by law, Seller shall require its insurer to waive all rights of subrogation against Buyer's insurers and Buyer.

XIV. Force Majeure

A. Buyer shall not be in breach of its obligations, or be responsible for any loss, damage, delay or failure, in the event that performance is prevented or delayed as a result of any event that is not reasonably within the control of Buyer, including, but not necessarily limited to, the following: (i) a labor disturbance, strike, stoppage, or lock-out, whether involving the employees of Buyer, Seller, Seller's supplier(s), or otherwise, and regardless of whether the disturbance, strike, stoppage or lock-out could be settled by acceding to the demands of the labor groups or laborers involved; (ii) the failure of Seller's suppliers to deliver raw materials or other materials necessary for Seller's subsequent delivery to Buyer; (iii) compliance with a change, request, direction, order, regulation or law of any government

authority or agent (including, for instance, government mandates for physical distancing in order to address the potential spread of disease, governmental sanctions, or other government activity restricting or prohibiting the conduct of business); (iv) shortage in raw material or manufacturing of the Product; (v) war, civil war, insurrection, commotion or disturbance, acts of terrorism or piracy, tumult, riot, epidemic, pandemic (including for the avoidance of doubt impacts of the novel coronavirus (COVID-19) outbreak, any mutations or strains of this virus, and any related outbreaks), quarantine, arrest, restraint of princes, rulers or people (whether officially declared or not); (vi) the effect of adverse weather (including but not limited to hurricanes, typhoons, gales, storms, snow, sleet, hail, lightning, wind, waves, flooding and landslides); or (vi) mechanical breakdown, breakdown or damage to facilities, plant, equipment, machinery, or storage facilities.

XV. Compliance with Laws

A. Seller shall comply with all applicable laws, regulations and ordinances including those related to anti-bribery or anti-money laundering. Seller shall maintain in effect all the licenses, permissions, authorizations, consents and permits that it needs to carry out its obligations under this Contract. Seller shall comply with all tariff, duty, export and import laws of all countries involved in the sale of the Product under this Contract. Seller assumes all responsibility for shipments of the Product requiring any government import clearance. Buyer may terminate this Contract if any governmental authority imposes antidumping or countervailing duties or any other trade remedies, penalties or restrictions on importation of the Product.

B. Without limiting the generality of Section XV(A), Seller shall, and shall cause its Affiliates to, comply with the Foreign Corrupt Practices Act of 1977, as amended (“FCPA”), including maintaining and complying with all policies and procedures to ensure compliance with the FCPA.

C. Any representative(s) authorized by Buyer may audit Seller’s records of the last three years for the sole purpose of determining whether there has been compliance with Section XV(A).

D. Without limiting the generality of Section XV(A), Seller shall, and shall cause its Affiliates to, comply with international trade sanctions regulations, including those of the United States, United Kingdom and European Union.

E. Buyer abides by international trade sanctions regulations, including those of the United States, United Kingdom and European Union and expressly reserves the right at any time, without liability, to terminate the Contract with a Seller subject to U.S. or international trade sanctions.

XVI. Governing Law

A. This Contract, as well as any matter arising therefrom or connected therewith (including, for instance, any duties or obligations associated with the performance of the Contract) shall be governed by and construed in accordance with the laws of the State of New York, excluding its conflict of law rules which may result in the application of the law of another jurisdiction.

XVII. Dispute Resolution

A. Except as otherwise provided herein, each of the Parties hereby irrevocably submit to the exclusive jurisdiction of the United States District Court for the Southern District of New York or, if such court does not have jurisdiction or shall not accept jurisdiction, to any court of general jurisdiction in and for the County of New York in the State of New York, for the resolution and determination of any dispute between the Parties relating to the construction, meaning or effect of this Contract, or the rights and liabilities of the Parties hereunder, or any matter arising therefrom or connected therewith. Each Party hereby irrevocably waives any objection to such suit based upon forum non conveniens and venue.

B. EACH OF THE PARTIES HERETO WAIVES TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW ANY RIGHT IT MAY HAVE TO TRIAL BY JURY IN RESPECT OF ANY CLAIM, DEMAND, ACTION OR CAUSE OF ACTION BASED ON, OR ARISING OUT OF, UNDER OR IN CONNECTION WITH THIS CONTRACT, OR ANY COURSE OF CONDUCT, COURSE OF DEALING, VERBAL OR WRITTEN STATEMENT OR ACTION OF ANY PARTY HERETO, IN EACH CASE WHETHER NOW EXISTING OR HEREAFTER ARISING, AND WHETHER IN CONTRACT, TORT, EQUITY OR OTHERWISE. THE PARTIES HERETO EACH HEREBY AGREES THAT ANY SUCH CLAIM, DEMAND, ACTION OR CAUSE OF ACTION SHALL BE DECIDED BY COURT TRIAL WITHOUT A JURY AND THAT THE PARTIES HERETO MAY FILE AN ORIGINAL COUNTERPART OF A COPY OF THIS CONTRACT WITH ANY COURT AS EVIDENCE OF THE CONSENT OF THE PARTIES HERETO TO THE WAIVER OF THEIR RIGHT TO TRIAL BY JURY.

C. Nothing contained in paragraph XVII(A) of these General Terms & Conditions shall prohibit or otherwise prevent Buyer from seeking to enforce any judgment obtained pursuant to paragraph XVII(A) in any jurisdiction in which Seller, its Affiliates, or Seller's assets may be located.

D. Each of the Parties hereby irrevocably waives actual personal service of process in connection with any action initiated in any court to whose jurisdiction the Parties have by contract submitted and agreed to accept. In lieu of personal service, written notice of such action given by hand delivery or by certified or registered pre-paid mail (provided that notice shall also be given by telex, facsimile, or email no later than the second day following

the mailing) to its address as set out in the Commercial Terms, or to its principal place of business and addressed to the Party in question, provided that either Party may cause service of process to be effected in any other lawful manner rather than by use of the above-described procedure.

XVIII. Miscellaneous

A. **The Vienna Convention:** The United Nations Convention on Contracts for the International Sale of Goods, as originally set forth in 1974 and amended in 1980, shall not apply to this Contract.

B. **Assignments:** Seller shall not assign, transfer, delegate or subcontract any of its rights or obligations under this Contract without the prior written consent of Buyer. Any purported assignment or delegation in violation of this Section shall be null and void. No assignment or delegation shall relieve the Seller of any of its obligations hereunder. Buyer may at any time assign or transfer any or all of its rights or obligations under this Contract without Seller's prior written consent to any Affiliate or to any person acquiring all or substantially all of Buyer's assets.

C. **Savings:** Notwithstanding anything to the contrary herein, nothing contained in the Contract is intended, and nothing herein should be interpreted or construed, to induce or require either Party to act in any manner (including failing to take any actions in connection with a transaction) which is inconsistent with, penalized or prohibited under any laws of the United States which relate to foreign trade controls, export controls, embargoes or international boycotts of any type.

D. **Amendment and Non-Waiver:** Modifications or amendments to this Contract shall be valid only when expressly agreed upon in a writing signed by both Parties. The failure to require the performance of any covenant or obligation contained herein shall not be deemed to constitute a waiver of any right absent a writing signed by both Parties.

E. **Confidential Information:** Seller undertakes to treat Buyer's Confidential Information as strictly confidential, and to undertake to keep confidential, and not communicate or disclose or otherwise make Confidential Information available to any third parties including but not limited to other traders, brokers, or price reporting indices.

F. **Records:** Seller shall retain all records related to this Contract for a minimum of twenty-four (24) months from the end of the calendar year in which this Contract is completed or terminated. Buyer, or its representative, may inspect such records at all reasonable times to confirm compliance with the terms of this Contract.

G. **Entire Agreement:** This Contract constitutes the sole and entire agreement of the Parties to this Contract with respect to the subject matter contained herein, and supersedes all prior and contemporaneous understandings, agreements, representations, and warranties,

both written and oral, with respect to such subject matter. Seller represents and warrants that it is not relying on any representation or other promise relating to the subject matter of this Contract.

XIX. Termination

A. In addition to any remedies that may be provided under this Contract, Buyer may terminate this Contract with immediate effect upon written notice to the Seller, either before or after the acceptance of the Product or Seller's delivery of the Product, or with respect to any Services, if Seller (i) has not performed or complied with any provision of this Contract, in whole or in part, (ii) breaches or does not perform with respect to any other agreement between Buyer and Seller or any other agreement between Buyer and Seller's Affiliates, (iii) fails, or any of Seller's Affiliates fail, to pay amounts due to Buyer, (iv) is generally unable to pay its debts as they become due, (v) suffers a Material Adverse Change, or (vi) becomes insolvent, files a petition for bankruptcy or commences or has commenced against it proceedings relating to bankruptcy, receivership, reorganization or assignment for the benefit of creditors.

B. If Buyer terminates the Contract for any reason, Seller's sole and exclusive remedy is payment for the Product received and accepted and Services accepted by Buyer prior to the termination.