GENERAL TERMS AND CONDITIONS

1. Entire Agreement.

These General Terms and Conditions, together with the sales or purchase order attached hereto (the "Order", and collectively with these General Terms and Conditions, the "Terms and Conditions"), shall be the exclusive agreement between Kemper AIP Metals, LLC ("Seller"), and the buyer identified on the Order ("Buyer", together with Seller, the "Parties") with respect to all products and ancillary services provided pursuant to the Order (collectively, "Products"). These Terms and Conditions supersede all prior or contemporaneous understandings, agreements, negotiations, representations and warranties, and communications, both written and oral. To the extent that anything in the Order conflicts with these General Terms and Conditions, these General Terms and Conditions control. Notwithstanding the foregoing, to the extent that the Order references or incorporates by reference any of Buyer's terms and conditions, such terms and conditions are expressly rejected by Seller, shall be ineffective as between the Parties and shall not be binding upon Seller, and shall not be deemed part of these Terms and Conditions. These Terms and Conditions prevail over any of Buyer's terms and conditions regardless of when provided or whether contained in a purchase order or any terms submitted by Buyer. As for the sale or purchase of the Products, any terms that dissent from or are in addition to these Terms and Conditions are expressly rejected by Seller and shall be ineffective as between the Parties and shall not be binding upon Seller. Fulfillment of Buyer's order by Seller does not constitute acceptance by Seller of any of Buyer's terms and conditions and does not serve to modify or amend these Terms and Conditions. Any action by Buyer in furtherance of a sale or purchase of any Product shall constitute acceptance of these Terms and Conditions. These Terms and Conditions shall apply to all future purchases and/or sales of the Products between Seller and Buyer, whether or not these Terms and Conditions are attached thereto, and shall govern all future communications, writings, and transactions between Seller and Buyer. Seller may post these General Terms and Conditions on its website, accessible at https://kemperaipmetals.com/TAC.php, and may modify these General Terms and Conditions from time to time without Buyer's consent by posting these General Terms and Conditions and any notice of any modifications thereof on its website at least ten (10) days before the modified General Terms and Conditions become effective. The then current version applicable on the date of any Order Confirmation shall henceforth govern any sale or purchase of the Products between the Parties.

2. Acceptance of Order.

The Order shall be subject to acceptance by Seller in its sole discretion. Seller shall indicate its acceptance of the Order by providing written acceptance of the same ("Order Confirmation"). In the absence of any written acceptance of the Order, delivery of the ordered Product in accordance with Section 6 shall be deemed an Order Confirmation by Seller.

3. Price.

The purchase price for each Product shall be the price shown on the Order that has been accepted by Seller pursuant to Section 2. The purchase price set forth in any Order Confirmation is based on the market and regulatory conditions prevailing at the time of the Order Confirmation. Buyer shall be solely responsible for any increase in costs or expenses and/or any additional costs or expenses with regards to the Products or any components of such Products or raw material required for such Products, and their respective delivery and any increase in purchase price or cost of shipping as a result thereof, between the date of the respective Order Confirmation and the date of fulfillment of the Order by Seller. This applies regardless of whether the increase

in costs or expenses and/or additional costs or expenses occur due to any increase of costs of shipping, components, or raw materials required for the Products, or any trade restriction, customs duty, tariff or similar measure by a federal, state, local, or foreign government or political subdivision thereof, or any agency or instrumentality of such government or political subdivision ("Government Authority"), imposed on or after the date of the respective Order Confirmation. Buyer shall reimburse Seller for any such increase in costs or expenses, and/or any additional costs or expenses as identified by Seller.

4. Payment.

Seller shall invoice Buyer for all amounts owed hereunder. Payment for the full amount of each invoice shall be made to Seller, addressed as indicated on an invoice, in United States currency, within thirty (30) days following the date of such invoice. Buyer shall not offset or deduct any amounts owed from Seller to Buyer from its payment amounts. Time is of the essence with respect to all of Buyer's payment obligations hereunder. All overdue amounts owed from Buyer to Seller shall accrue interest from the due date at a rate equal to the lesser of one and one-half percent (1.5%) per month or the maximum rate permitted by Applicable Law. In addition to all other rights and remedies of Seller set forth herein or under Applicable Law, in the event that Buyer fails to make any payment when due, Seller shall have the right (i) to decline to make any further deliveries pursuant to the Order until all outstanding amounts (including all interest) are paid by Buyer in full, and/or (ii) to offset any and all outstanding payment obligations or other indebtedness of Buyer to Seller against any outstanding payment obligations or other indebtedness that Seller or any of its affiliates may owe Buyer. Buyer shall reimburse Seller for any and all costs and expenses, including reasonable attorneys' fees, incurred by Seller in the collection of any sum payable by Buyer to Seller.

5. Taxes and Duties.

Seller shall submit to Buyer a properly completed tax exemption certificate or a direct payment permit certificate with respect to any taxes or duties for which Seller claims it is exempt. To the extent that such exemption certificate or direct payment permit certificate is disallowed or rejected by the applicable governmental or taxing authority, Buyer shall be responsible for the payment of any such applicable tax or duties. Buyer shall in any case immediately reimburse Seller for any taxes or duties paid by Seller on Buyer's behalf.

6. Delivery.

Unless otherwise agreed between Seller and Buyer in writing, all Products ordered pursuant to these Terms and Conditions shall be delivered CIP to Buyer (*Incoterms*® 2020). Seller will make commercially reasonable efforts to meet specified delivery or performance dates; provided however, that all such dates are estimates only and shall not be binding upon Seller. Delays in delivery or performance by Seller shall not entitle Buyer to cancel any order, refuse any items, or claim any damages. It is expressly understood that Seller shall not be responsible for any delays in shipment of the Products from its suppliers. Seller expressly reserves the right to deliver, in Seller's sole discretion, the Products in installments, and Buyer consents to the same. Delay in delivery of any installment shall not relieve Buyer of its obligation to accept any remaining deliveries. Each installment shall constitute a separate sale and Buyer shall pay for such installment as due per the Order at that time in

accordance with Section 4. Buyer shall cooperate with Seller in all matters relating to the delivery of the Products, including accepting delivery of the Products at the Dock subject to Buyer's rights as specified in Section 12, and providing direction, approval, authorization, or decision reasonably necessary for the delivery of the Products, and any other information, as reasonably requested by Seller. If Seller deems it necessary to take action in furtherance of the delivery of Products, including in case of Buyer's failure to accept delivery of such Products, to cooperate as set forth in this Section 6, any other delay caused by Buyer, or a Force Majeure Event, Seller may take such reasonable action, including storing such Products, at Buyer's sole expense, and Buyer shall reimburse Seller for any such expenses.

7. Title and Risk of Loss.

Title to and risk of loss of all Products supplied pursuant to these Terms and Conditions shall transfer to Buyer at the agreed Incoterms®.

8. Force Majeure.

Seller shall not be responsible for delays in delivery or performance due to any cause beyond its reasonable control, including without limitation: (a) acts of God, fires, storms, floods, strikes, lockouts, accidents, acts of war or terrorism, riots, civil commotion, political unrest, government shutdowns, epidemics or pandemics; (b) any regulation, law, statute, ordinance, rule, code, or treaty, by a Governmental Authority ("Law") or any other governmental action, in effect or imposed on or after the date of the respective Order Confirmation, including any embargoes, import restrictions, or blockades or any other restriction on trade ("Measure") that make it, in Seller's sole discretion, commercially unreasonable to sell the Product in, export it from or import it into the U.S. or any of its States; (c) supply shortages, slowdowns, loss or destructions and any other inability of Seller, regardless of its reason, whether due to a Measure or not, to obtain any component of or raw material required for the Product, energy source, supplies, equipment, labor, or transportation, at prices and on terms Seller deems in its sole discretion to be commercially reasonable; (d) strikes, labor stoppages or interruptions, or other industrial disturbances; (e) regional or national emergencies; or (f) any other event beyond the reasonable control of Seller (each, a "Force Majeure Event"). Without limiting the generality of the foregoing, under no circumstances shall Seller be obligated to purchase products from a third party for delivery to Buyer in the event of a Force Majeure Event. Seller may allocate its available supply of Product, and its raw materials and other resources, among its customers, itself, and its affiliates on such basis Seller deems fair and reasonable if Seller is unable, for any reason, to supply the quantities of Product contemplated by the Order. Seller may resume the performance of its obligations, at its own reasonable discretion, after the removal of the cause. In the event that Seller's failure or delay remains uncured for a period of [21] consecutive days following Seller's notice to Buyer of such Force Majeure Event, Seller may, in its own reasonable discretion, thereafter cancel the respective Order and/or some or all other outstanding Orders.

9. Compliance with Laws; Import and Export Controls.

Buyer shall comply with all applicable Laws of any Governmental Authority, including, without limitation, the Foreign Corrupt Practices Act, the anti-money laundering provisions of the USA Patriot Act and Bank Secrecy Act, and United States import and export control laws ("Applicable Laws"). Buyer shall not export any Products purchased hereunder to any person or entity that is a "denied party" under the Denied Parties List (or any similar

list maintained by any governmental authority) or to entities or persons located within embargoed countries (in both cases as defined under the referenced export control laws). Seller assumes no liability for Buyer's failure to comply with Buyer's obligations arising under European Union REACH (Registration, Evaluation, Authorization, and Restriction of Chemicals) Regulations.

10. LIMITED WARRANTY.

Seller warrants solely to Buyer that the Products sold hereunder shall conform to Seller's specifications applicable to the Product at the time of manufacture. **SELLER MAKES NO OTHER WARRANTY OR GUARANTEE OF ANY KIND, EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION IMPLIED WARRANTIES OF FITNESS FOR A PARTICULAR PURPOSE OR MERCHANTABILITY, ALL OF WHICH ARE EXPRESSLY DISCLAIMED BY SELLER. SELLER MAKES NO WARRANTY, EITHER EXPRESS OR IMPLIED, AS TO ITS ACCURACY OR COMPLETENESS OR OF THE RESULTS TO BE OBTAINED WITH REGARD TO ANY HANDLING OF ANY PRODUCT. SELLER FURTHER MAKES NO WARRANTY, EITHER EXPRESS OR IMPLIED, THAT ANY PRODUCTS DO NOT INFRINGE ANY INTELLECTUAL PROPERTY RIGHT OF A THIRD PARTY**. Buyer assumes full responsibility for quality control, testing and determination of suitability of each Product for its intended application or use. Any and all claims for breach of warranty hereunder shall be made by Buyer during the Warranty Period by providing written notice to Seller of the same. Warranty claims not made by Buyer during the Warranty Period pursuant to this Section 10 shall be deemed waived by Buyer. For the purposes of these Terms and Conditions, the "Warranty Period" shall mean the period beginning on the date of delivery of such Products to Buyer and ending ninety (90) days thereafter. In the event that Buyer makes a warranty claim during the Warranty Period that is accepted by Seller, Seller shall have the option to either (i) replace the Product(s) allegedly failing to comply with such warranty by delivering a like quantity of the Product(s) meeting the descriptions and specifications referenced in the Order, or (ii) refund the total purchase price for the Product(s) allegedly failing to comply with such warranty. In the event that a Product is to be replaced or refunded in accordance with Section 10 and Section 12, such Product shall be returned or disposed of as directed by Seller at Buyer's expense unless the Parties agree otherwise in writing.

11. LIMITATION ON LIABILITY.

IN NO EVENT SHALL THE LIABILITY OF SELLER TO BUYER, WHETHER BASED IN CONTRACT, IN TORT OR OTHERWISE, EXCEED THE PRICE OF THE PRODUCTS WITH RESPECT TO WHICH SELLER'S LIABILITY IS CLAIMED, AND IN NO EVENT WILL SELLER BE LIABLE TO BUYER FOR ANY SPECIAL, INDIRECT, INCIDENTAL OR CONSEQUENTIAL DAMAGES OF ANY NATURE, WHETHER BASED IN CONTRACT, IN TORT OR OTHERWISE, THAT ARISE IN CONNECTION WITH THE PRODUCTS OR IN CONNECTION WITH EITHER SELLER'S FAILURE TO DELIVER OR ITS LATE DELIVERY OF THE PRODUCTS (INCLUDING, BUT NOT LIMITED TO, LOSS OF USE OF THE PRODUCTS AND LOSS OF PROFITS). Buyer acknowledges that the remedies provided herein are exclusive and in lieu of all other remedies available to Buyer at law or in equity.

12. Inspections.

Buyer shall inspect all Product supplied hereunder immediately after delivery and, except as hereinafter provided with respect to claims for shortages, Buyer shall notify Seller of any alleged Nonconformities in writing within thirty (30) days of the date of delivery. "Nonconformities" or "Nonconforming Products" shall only mean: (i) the Product shipped is substantially different than identified in the Order Confirmation; or (ii) the Product's label or packaging incorrectly identifies its contents. Except as hereinafter provided with respect to claims for shortages, Buyer's failure to provide written notice to Seller of any claimed Nonconformities within thirty (30) days after the date of delivery to Buyer shall constitute unqualified acceptance of the Product and a waiver by Buyer of all claims with respect thereto. Notwithstanding the foregoing, Buyer shall notify Seller in writing of any claims for shortages within forty-eight (48) hours after the date of delivery to Buyer, and Buyer's failure to provide Seller with timely written notice of any claimed shortages shall constitute unqualified acceptance of the quantity of Product delivered pursuant to the Order and a waiver by Buyer of all claims with respect to shortages. Seller shall be given a reasonable opportunity to inspect any shipment claimed by Buyer to contain Nonconforming Product(s) and/or a shortage. Subject to the other conditions set forth herein, claims for shortages shall only be accepted by Seller if such claimed shortage (i) is for one-half of one percent (0.5%) or more of the weight set forth on the bill of lading, and (ii) if such claimed shortage is verified by Seller, an authorized agent of Seller's carrier, or an independent professional inspector approved by Seller in its sole discretion. The right of Seller to deliver in installments as per Section 6 remains unaffected. A delivery of a lower quantity of the Product(s) shall not constitute a shortage but an installment, if the delivered quantity of the Product conforms with the amount to be delivered as per the respective Order at that time. Except as hereinafter provided with respect to an accepted claim for shortage, if any Product(s) are determined by Seller to be Nonconforming, Buyer shall return such Product(s) to Seller or dispose of such Product(s) at Seller's request, direction and expense. In such event, Seller shall either substitute conforming products or refund the purchase price for such Product. If Seller exercises its option to replace Nonconforming Products, Seller shall, after receiving Buyer's shipment of Nonconforming Products, deliver the replacement Products to Buyer in accordance with Section 6 and Section 7. Notwithstanding the foregoing, in the event of an accepted claim for shortage, Seller shall issue a credit to Buyer in an amount determined by Seller in its reasonable discretion based on the claimed shortfall, and Seller shall deduct such credit amount from Buyer's next invoice amount. The foregoing shall be the exclusive remedies of Buyer for Nonconforming Products. Nothing herein shall permit Buyer to retain payments due Seller.

13. Intellectual Property.

Buyer acknowledges and agrees that Seller has no control over Buyer's (or others') processing, sale, use, or disposition of any Product (or any product containing any Product), including without limitation, the admixing, reacting or combining of any Product with other products, chemicals or materials. Accordingly, Buyer assumes the entire liability and responsibility for, and agrees to defend, indemnify and hold harmless Seller from and against, all claims arising out of or related to infringement of any processes practiced or products made or sold or used by Buyer related to the Products or in which the Products are used, which product or process allegedly infringes any third party's intellectual property rights, and as further set forth in Section 15.

14. Indemnity.

Buyer shall indemnify and hold Seller harmless from and against all liability, loss, damage, costs and expenses, excluding costs for delivery to Buyer but including, but not limited to, costs and expenses of litigation and reasonable attorneys' fees, which Seller hereafter may incur or which Seller may reimburse to a third party as the result of (i) any claim, action or right of action, at law or in equity, arising out of (A) Buyer's non-compliance with or breach of these Terms and Conditions and any representation, warranty, or obligation contained herein; (B) any infringement or alleged infringement of any license, patent, copyright or any other intellectual property right of a third party; (C) any injury (including death) to any person or damage to any property occurring as a result of, or caused in whole or in part by, acts or omissions of Buyer or its agents, officers, directors, employees, any subcontractor or its employees, or any person, firm or corporation employed or engaged by Buyer; (D) Buyer's (or any third party's) processing, transportation, delivery, unloading, discharge, storage, handling, sale, or use of any Product (or any product containing any Product); (E) Buyer's failure to act in accordance with the information contained in any MSDS, Product Specifications, or SLS; or (F) Buyer's violation of any Applicable Law; or (ii) any demand of or proceeding brought by any governmental authority to impose countervailing taxes or duties with respect to any Products, whether such demand or proceeding is brought prior to or following the delivery of such Products to Buyer. In no event shall Seller be liable to Buyer for countervailing taxes or duties relating to such Products imposed upon Buyer. Buyer hereby waives and releases Seller from any and all rights of recovery, claims, actions or causes of action which Buyer may have against Seller with respect to those matters which Buyer has agreed to indemnify Seller hereunder.

15. Waiver of Rights.

BUYER'S FAILURE TO COMMENCE ANY CAUSE OF ACTION RELATED TO THE PRODUCT OR OTHERWISE ARISING UNDER THE CONTRACT WITHIN ONE (1) YEAR AFTER THE DATE OF DELIVERY SHALL CONSTITUTE A WAIVER BY BUYER OF ANY OTHERWISE APPLICABLE STATUTE OF LIMITATIONS AND FOREVER BAR ALL RIGHTS TO COMMENCE ANY CAUSE OF ACTION WITH RESPECT THERETO.

16. Security.

If at any time the financial responsibility of Buyer, or the credit risk involved, shall become unsatisfactory to Seller in Seller's sole discretion, Seller shall have the option to require Buyer to provide cash or security that is reasonably satisfactory to Seller prior to subsequent shipments or deliveries hereunder. The election by Seller to require such cash or security shall not affect the obligation of Buyer to take and pay for the Product.

17. Changes; Order Cancellation.

Buyer shall not be permitted to change or cancel any Order without the express written consent of Seller. If Buyer intends to cancel an Order of plated or bare Product(s), Buyer shall give Seller 120 days' prior notice for bare Product(s) and 240 days' prior notice for plated Product(s), from the date of the scheduled ex works shipping date as set forth in the Order Confirmation, of such intent to cancel (the "Notice Period"). If the Buyer does not comply with the Notice Period applicable to the Product(s) ordered, the Order will be canceled at the full purchase

price. In this case, Buyer may elect to accept or reject delivery of the ordered Product(s) prior to the scheduled ex works shipping date.

17.1 Firm Metal Purchases; Cancellation; Buyer Liability.

Notwithstanding any other provision of this Agreement, all metal purchased, reserved, committed, hedged, melted, cast, processed, or otherwise procured by Seller in anticipation of Buyer's requirements, forecasts, releases, purchase orders, blanket orders, or other commitments shall constitute **Firm Metal** and shall be deemed irrevocably purchased for Buyer's account.

Once Firm Metal has been acquired, reserved, committed, or otherwise secured by Seller, Buyer shall have no right to cancel, terminate, suspend, reduce, defer, reschedule, reject, or otherwise modify such purchase commitment without Seller's prior written consent, which may be granted or withheld in Seller's sole discretion.

In the event Buyer cancels, reduces, delays, reschedules, fails to take delivery of, or otherwise breaches any commitment relating to Firm Metal, Buyer shall be immediately liable for all resulting damages, losses, costs, expenses, and liabilities incurred by Seller, including, without limitation:

- the full purchase price of all affected Firm Metal;
- all raw material, alloy, surcharge, scrap, processing, conversion, storage, transportation, handling, warehousing, financing, carrying, inventory, administrative, and disposal costs;
- any losses associated with market price fluctuations, metal depreciation, hedging positions, derivative contracts, inventory liquidation, or replacement sales;
- all attorneys' fees, collection costs, expert fees, court costs, and other expenses incurred in enforcing Seller's rights under this Agreement; and
- a **cancellation fee equal to fifty percent (50%) of the total value of the cancelled Firm Metal commitment**, which shall be due immediately upon cancellation and shall be in addition to, and not in lieu of, any other damages recoverable by Seller.

Buyer expressly acknowledges that Seller acquires and commits Firm Metal in reliance upon Buyer's forecasts, purchase orders, releases, and requirements and that cancellation of Firm Metal exposes Seller to substantial operational and financial risk. Accordingly, Buyer agrees that it shall bear **sole, complete, and exclusive responsibility** for all losses, damages, liabilities, and costs arising from such cancellation, reduction, delay, or failure to accept delivery.

Seller shall have no obligation to mitigate damages and may retain, resell, reallocate, store, process, or otherwise dispose of the Firm Metal in any manner deemed commercially appropriate by Seller without limiting or reducing Buyer's liability hereunder.

The remedies provided in this Section are cumulative and in addition to any other rights or remedies available to Seller at law, in equity, or under this Agreement. No cancellation, reduction, delay, or failure to accept delivery shall relieve Buyer of its obligations to pay the cancellation fee, reimburse Seller for all damages, or otherwise perform its obligations under this Agreement.

Buyer expressly waives any claim, offset, defense, recoupment, counterclaim, or reduction in liability arising out of Seller's procurement, retention, handling, storage, resale, or disposition of Firm Metal following Buyer's cancellation or breach.

For the avoidance of doubt, Buyer shall remain fully liable for 100% of Seller's actual losses, costs, and damages, plus the 50% cancellation fee, regardless of whether Seller is able to resell, reallocate, or otherwise dispose of the Firm Metal.

18. No Assignment.

Buyer shall not assign all or any portion of these Terms and Conditions without Seller's prior written consent. These Terms and Conditions shall bind and inure to the benefit of the successors and permitted assigns of the respective parties.

19. Miscellaneous Provisions.

These Terms and Conditions shall be governed by the laws of the State of Florida, USA, excluding its conflict of laws principles. The parties agree, consent, and waive contest to the exclusive jurisdiction and venue of the federal or state courts located in Florida for all disputes arising out of or relating to these Terms and Conditions. The United Nations Convention on Contracts for the International Sale of Goods and the United Nations Convention on the Limitation Period in the International Sale of Goods, as amended, shall not apply to these Terms and Conditions. Failure of either party to exercise any right it has under the Terms and Conditions on one occasion shall not operate or be construed as a waiver by such party of its right to exercise the same right on another occasion or any other rights it has. Except as otherwise described herein, any such waiver must be in a writing signed by the waiving party. If any provision of these Terms and Conditions shall be adjudicated to be invalid or unenforceable, it is the parties' intent that the remaining provisions of these Terms and Conditions will remain in full force and effect, and the affected provision or portion thereof will be deemed modified so that it is enforceable to the maximum extent permissible to reflect as closely as possible the intentions of the parties as evidenced from the provisions of these Terms and Conditions. The section headings used herein are intended for convenience of reference only and shall not be considered in interpreting these Terms and Conditions. Nothing herein shall be construed as creating any direct or beneficial right in or on behalf of any third party.

Update: October 2026