

**Prajekto 360 International
General Terms and Conditions of Sale**

1. Applicability

These General Terms and Conditions of sale ("Terms"), the Claims Policies (as defined and referenced in Section 10 below) and the Seller's Sales Order Confirmation (as defined and referenced in Section 2 below), are the only terms and conditions which govern the sale of the goods ("Goods") by Praketo 360 International LLC (PI), a Florida corporation, ("Seller"), to the purchaser of the Goods from Seller ("Buyer"). Any terms and conditions contained in any Buyer purchase order or other document, that are not consistent herewith, or contain additional or different terms, shall be deemed rejected absent a mutually executed written agreement by the parties to the contrary.

2. Order Acceptance

Buyer's purchase orders are subject to these Terms and can only be accepted by the Seller upon (i) the Seller's issuance, and (ii) the Buyer's written acceptance of the Seller's Sales Order Confirmation. The Agreement, consisting of these terms and conditions and any Sales Order Confirmation, shall be considered the complete agreement between the Buyer and the Seller, and it supersedes all conflicting terms and conditions proposed by the Buyer, as well as any oral or written communications that are not fully incorporated herein. The Seller's Sales Order Confirmation may contain additional, modified, or revised terms and conditions. The submission of a purchase order or the initiation of performance or shipping alone will not constitute acceptance by the Seller of any of the Buyer's terms and conditions that are not explicitly stated in the Seller's Sales Order Confirmation or these Terms.

The Seller reserves the right to examine and authorize each purchase order, and may refuse to accept it at its sole discretion. Additionally, all orders are contingent upon the Seller's assessment and approval of the Buyer's credit. The duration of price quotations is as follows: (i) Stainless Steel product quotes are valid for three (3) business days; (ii) Aluminum product quotes are valid for one (1) business day; (iii) Electro-Galvanized Steel product quotes are valid for three (3) business days; and (iv) mill direct product quotes are valid for one (1) business day. The final prices will be indicated in the Seller's Sales Order Confirmation.

3. Cancellation and Return Policy:

(a) All sales are considered final upon delivery to the Buyer, and returns will not be accepted except as per the Claims Policies defined in Section 11(b) below.

(b) When an order is accepted according to the terms specified in Section 2, it becomes final and cannot be canceled. The Seller is not liable to refund any received amounts for such an order unless it pertains to Pipes, Valves, and Fittings ("PVF") or Long Products such as Tubing, Angle, and Bar Goods. PVF orders are subject to the PI PVF Returns and Claims Policy, while Long Products orders are subject to the PI Long Products Returns Policy.

4. Shipping and Delivery of Goods:

(a) Unless otherwise stated on the Sales Order Confirmation, delivery of Goods will be made F.O.B. shipping point using Seller's standard packaging and shipping methods. A separate packaging charge will be added to all orders.

(b) All Sales Order Confirmations will specify a ship date of no later than seven (7) calendar days after the Date of Purchase, except for Mill Direct Orders, which will be handled according to the terms set forth in the Sales Order Confirmation.

(c) At its discretion, Seller may make incremental shipments of purchased Goods to Buyer without liability or penalty. Each shipment will be considered a separate sale, and Buyer will be responsible for paying for the units shipped.

(d) If Buyer fails to accept delivery of any purchased Goods (excluding Mill Direct Orders) within seven (7) calendar days of the specified delivery date, or if Seller is unable to deliver the Goods due to a lack of instructions, documents, licenses, or authorizations from Buyer, Seller may either (A) cancel the order or (B) (i) pass the risk of loss to Buyer; (ii) deem the Goods delivered and invoice Buyer on or before the tenth (10th) day following the Date of Purchase; and (iii) store the Goods until Buyer picks them up, at which point Buyer will be responsible for all related costs and expenses (including transportation, storage, and insurance). If Buyer fails to accept delivery of any Mill Direct Orders within five (5) business days of Seller's written notice that the order is ready for delivery, (i) risk of loss will pass to Buyer; (ii) the Goods will be deemed delivered; and (iii) Seller may store the Goods until Buyer picks them up, at a storage fee of \$0.03 per pound of product.

(e) Direct Mill Orders may have a delivered quantity variance allowance of up to ten percent (10%) more or less than the listed quantity on the Sales Order Confirmation.

(f) Unless expressly agreed otherwise, delivery times are not binding, and Buyer is not entitled to claim damages for delays in delivery.

5. **The title and risk of loss of the Goods** shall transfer to the Buyer upon delivery by the Seller in accordance with Section 4. To secure payment for the Goods, the Buyer grants the Seller a lien and security interest in all of its right, title, and interest in the Goods, including any replacements or modifications, as well as any proceeds generated from them, such as insurance proceeds. This security interest shall be considered a purchase money security interest under the Uniform Commercial Code of the State of Florida.

6. Amendment and Modification

Seller reserves the right to amend or modify these Terms at any time by posting the changes on its website.

7. Prices:

Buyer shall purchase the Goods from Seller at the prices (the "Prices") set forth in Seller's Sales Order Confirmation. All Prices are exclusive of all sales, use, and excise taxes, as well as any other similar taxes, customs duties, fees, and charges of any kind imposed by any Governmental Authority, except for Aluminum products which may include duties and value-added taxes. Buyer shall be responsible for all such charges, costs, and taxes.

8. Payment Terms:

(a) Buyer shall pay all invoiced amounts due to Seller in US Dollars according to the terms of Seller's Sale Order Confirmation. Buyer shall make all payments hereunder by wire transfer or check in US dollars. Buyer shall not withhold payment of any invoiced amounts by reason of any set-off for any claim or dispute with Seller.

(b) In the event of late payment, Buyer shall pay interest on the outstanding balance of all late payments at the lesser of the rate of 1.7% per month or the highest rate permissible under applicable law, calculated daily and compounded monthly. Buyer shall also reimburse Seller for all costs incurred in collecting any late payments, including, without limitation, attorneys' fees. Additionally, if Buyer fails to pay any amounts within ten (10) days following any applicable payment due date, Seller shall be entitled to suspend the delivery of any Goods. Seller shall not be obligated to deliver any late payment notice or demand before the accrual of any interest.

Unused customer credits may be applied, subject to approval by Seller's Accounts Receivable department. Buyer may not unilaterally take customer credits. For information

concerning unused customer credits, Buyer may contact Seller's Accounts Receivable department or Buyer's customer representative.

9. Backorders

Seller does not accept or create backorders of any kind.

10: Inspection and Rejection of Nonconforming, Defective or Damaged Goods

(a) Seller guarantees that the Goods sold to Buyer will be free from material defects and comply with Seller's Sales Order Confirmation. This section is only applicable to the Buyer and is not transferable. The section is subject to the specific terms and conditions of Seller's Claims Policies, which are incorporated by reference.

The following Claims Policies are applicable: (i) PI Stainless Flat Roll Claims Policy for Stainless Steel Flat Rolled Goods; see the PI claims policy for *Stainless Steel Flat Rolled Goods*. (ii) PI Aluminum Flat Rolled Claims Policy for Aluminum Flat Rolled Goods; see the PI claims policy for *Aluminum Flat-Rolled Goods*; (iii) PI Nickel Alloy Flat Rolled Claims Policy for Nickel Alloy Flat Rolled Goods; see the PI claims policy for *Nickel Alloy Flat Rolled Goods*; (iv) PI Long Products Returns and Claims Policy for Bars, Angles and other Long Products; see the PI claims policy for *Bars, Angles, and other Long Products*; and (v) PI PVF Returns and Claims Policy for Pipe, Valve, Fittings, Tube and Flanges; see the PI claims policy for *Pipe, Valve, Fittings, Tube, and Flanges*. If there is any inconsistency between the terms and conditions of the Claims Policies and these Terms, the Claims Policies will prevail.

(b) Within thirty (30) days of Seller's invoice issuance for the Goods, Buyer shall inspect the delivered Goods and report any claims for nonconforming, damaged, or defective Goods (the "Inspection Period").

(c) The terms and conditions of the applicable Claims Policy govern all claims.

(d) Unless Buyer notifies Seller in writing of any nonconforming, defective, or damaged Goods during the Inspection Period and provides written evidence or other documentation as requested by Seller, Buyer will be deemed to have accepted the delivered Goods. "Nonconforming Goods" only

refers to the following: (i) Goods that do not comply with the Sales Order Confirmation, are incorrectly labeled, or are materially defective, or (ii) Goods that are damaged upon delivery.

(e) If Buyer notifies Seller of any Nonconforming Goods within the Inspection Period, Seller will review the claim and, in its sole discretion, may: (i) replace the Nonconforming Goods with conforming Goods; (ii) refund the Price for such Nonconforming Goods upon return to Seller of the Nonconforming Goods; or (iii) request Buyer to retain the Nonconforming Goods for scrap in accordance with the Claims Policies. Buyer shall ship the Nonconforming Goods to Seller's facility as directed by Seller, at Buyer's expense and risk of loss (subject to any applicable credit).

(f) Buyer acknowledges and agrees that the remedies set forth in Section 11(e) are the sole and exclusive remedies for Seller's delivery of Nonconforming Goods. All sales of Goods to Buyer are final, except as provided under Section 11(e). Buyer may not return Goods purchased without Seller's issued Merchandise Return Authorization, as described in the Claims Policies and Section

THIS SECTION 10(e) CONSTITUTES BUYER'S SOLE REMEDY AND SELLER'S ENTIRE LIABILITY FOR NONCONFORMING GOODS AND ANY BREACH OF THIS AGREEMENT.

11. Warranty Disclaimer: Besides the warranties explicitly mentioned in these terms, Seller does not provide any other warranty related to the Goods, including but not limited to any warranty of merchantability or fitness for a particular purpose. Seller does not provide any warranty for the Goods, except for the warranties explicitly stated in these Terms. This includes any implied warranty of merchantability or fitness for a particular purpose, whether expressed or implied by law, course of dealing, course of performance, trade usage, or otherwise. Buyer acknowledges that it has not relied on any other representation or warranty made by Seller or any other person acting on Seller's behalf.

12. Waiver: The Agreement can only be waived by Seller if explicitly set forth in writing and signed by them. Failure or delay in exercising any right, remedy, power, or privilege arising from the Agreement does not operate as a waiver. The exercise of any right, remedy, power, or privilege does not preclude any other or further exercise of that right or the exercise of any other right.

13. Confidentiality: Buyer acknowledges that all non-public, confidential, or proprietary information of Seller disclosed during the Agreement, including specifications, samples, patterns, designs, plans, drawings, documents, data,

business operations, customer lists, pricing, discounts, or rebates, is confidential and solely for performing the Agreement. Such information may not be disclosed or copied without Seller's written authorization. Upon Seller's request, Buyer must promptly return all documents and other materials received from Seller. Seller may seek injunctive relief for any violation of this Section. This Section does not apply to information that is (a) in the public domain; (b) known to Buyer at the time of disclosure; or (c) rightfully obtained by Buyer on a non-confidential basis from a third party.

14. Force Majeure: Seller is not liable or responsible for any failure, cancellation, or delay in fulfilling or performing any Agreement or any term thereof caused by acts or circumstances beyond their reasonable control, such as acts of God, flood, fire, earthquake, explosion, governmental actions (including adverse trade actions, imposition of tariffs and/or quotas, anti-dumping actions, and actions taken for reasons of national security), war, invasion or hostilities (whether war is declared or not), terrorist threats or acts, riot, civil unrest, national emergency, revolution, insurrection, epidemic, lockouts, strikes or other labor disputes (whether or not relating to either party's workforce), or restraints or delays affecting carriers or the inability or delay in obtaining adequate or suitable materials, materials, or telecommunication breakdown or power outage.

15. Limitation of Liability

(a) Seller shall not be liable for any indirect, consequential, incidental, special, exemplary, or punitive damages, or for any lost profits or revenues or diminution in value arising from or related to any breach of the Agreement, or any part thereof, or from the goods sold, regardless of whether such possibility has been disclosed in advance by Buyer or could have been reasonably foreseen by Seller, and regardless of the legal or equitable theory (contract, tort or otherwise) upon which the claim is based, and notwithstanding the failure of any agreed or other remedy.

(b) Seller's aggregate liability arising from or related to the Agreement, whether arising from or related to breach of contract, tort (including negligence) or otherwise, shall not exceed the total of the amounts paid to Seller for the affected goods sold. No action arising from or in any way connected with the Agreement (or any part thereof), or products or services furnished thereupon by Seller may be brought by Buyer more than one (1) year after the cause of action has accrued.

16. Assignment

Buyer shall not assign any of its rights or delegate any of its obligations under the Agreement without the prior written consent of Seller. Any purported assignment or delegation in violation of this Section is null and void. No permitted assignment or delegation relieves Buyer of any of its obligations under the Agreement.

17. Relationship of the Parties

The parties are independent contractors and do not have any agency, partnership, joint venture, or other form of joint enterprise, employment or fiduciary relationship.

18. No Third-Party Beneficiaries

The Agreement is solely for the benefit of Buyer and Seller, and their respective successors and permitted assigns. Nothing herein, express or implied, confers any legal or equitable right, benefit or remedy upon any other person or entity.

19. Governing Law

All matters arising from or related to the Agreement shall be governed by and construed in accordance with the laws of the jurisdiction in which Seller is located, without regard to its conflict of laws rules of the state of Florida.

20. Limitation of Jurisdiction: Any legal action or proceeding arising out of or in connection with the Agreement shall be filed exclusively in the federal courts of the United States of America or the courts of the State of Florida located within Miami-Dade County. Both parties irrevocably submit to the jurisdiction of such courts in any such legal action or proceeding.

21. Communication: All Notices, requests, consents, claims, demands, waivers and other communications between the parties (collectively, "Notices") must be in writing and sent to

the addresses indicated in the Sales Order Confirmation or to any other address that a party may designate in writing. Notices may be sent by personal delivery, overnight courier (with all fees prepaid), email (with confirmation of transmission), or certified or registered mail (with return receipt requested and postage prepaid). A Notice is effective only upon the receiving party's receipt, and the party giving the Notice must comply with the requirements of this Section, unless the Agreement specifies otherwise.

22. Severability: If any term or provision of the Agreement is held to be invalid, illegal, or unenforceable in any jurisdiction, such invalidity, illegality, or unenforceability shall not affect any other term or provision of the Agreement or render such term or provision invalid or unenforceable in any other jurisdiction.

23. Billing and Credits Buyer's inquiries regarding unused credits or requests to change billing and shipping addresses or contact information should be directed to the Seller's Accounts Receivable Department.