

## CONDITIONS AND STIPULATIONS – RFC SUPPLIERS

### GENERAL

No terms or conditions, other than those stated or incorporated by reference herein and no agreement or understanding in any way modifying the terms and conditions stated or incorporated by reference herein shall be binding upon Roll Forming Corporation (herein referred to as Buyer) unless made in writing and signed by Officer of Company. Written or verbal acceptance of Buyer's Purchase Order or the provision of products or services to Buyer by the supplier (herein referred to as Seller) shall constitute Seller's assent to these exclusive terms and conditions of purchase. Buyer hereby expressly objects to and rejects any and all additional or different terms proposed by Seller (including, without limitation, any attempted disclaimer or limitation of warranties or liability), irrespective of where contained, and such different or additional terms shall not form part Buyer's Purchase Orders or be binding on Buyer. Buyer's acceptance of or payment for products or services shall not constitute Buyer's acceptance of any counter-proposal submitted by Seller unless otherwise specifically accepted in writing and signed by Officer of Company.

### CONTINGENCIES

Buyer or Seller may cancel, without liability, any unshipped portion of any order or any incomplete portion of any services if Buyer finds it impractical to accept the materials or services due to causes beyond their control, including but not limited to fires, floods, labor troubles, strikes, breakdowns, acts of God or acts of the government or if Seller is unable to deliver or perform said goods or services due to causes beyond their control, including but not limited to fires, floods, labor troubles, strikes, breakdowns, acts of God or acts of the government.

### WARRANTY

Supplier represents and warrants to Buyer that all Products purchased and sold pursuant to this Agreement shall be, upon delivery, (a) free of all defects in workmanship or manufacture, (b) comply with all specifications with respect to such Products, and (c) free of damage resulting from packaging and free from transportation damages prior to receipt at Roll Forming Corp. If any Products delivered under any Purchase Order do not conform to the warranties contained above, then within forty-five (45) days after the delivery of such Products to Buyer, Buyer shall provide written notice of such failure to Supplier and shall permit Supplier to inspect the applicable Products. Supplier will replace such Products or provide credit memo at the Buyer's sole discretion.

### INSPECTION

All goods and materials covered hereby are subject to Buyer's inspection within a reasonable time after arriving at destination. Raw Materials can be inspected up to 30 days after receipt.

### NOTIFICATION OF NONCONFORMING MATERIAL

In the event of any discrepant or nonconforming material/products the Seller must promptly notify the Buyer of defective goods or materials prior to release and must make arrangements for the Buyer's Quality-organization to submit approval of any nonconforming goods or materials prior to shipment. Seller must provide written notification to Buyer within one business day after Seller becomes aware that a nonconformance is determined to exist or is reasonably believed to exist on goods or materials already delivered to Buyer under any Purchase Document. In the event any of the goods or materials are not as warranted, Buyer shall at its option hold such goods or materials or return them to Seller for the Seller's disposition at Seller's expense. Buyer shall notify Seller promptly after making any such rejection and shall afford Seller reasonable opportunity to inspect such goods or materials before return. Buyer reserves the right to cancel orders without liability, except for goods or materials already shipped and accepted, if any of the goods or materials is not as warranted herein or if they are not shipped on the date specified herein. Buyer's rights specified herein shall be in addition to, and not in limitation of, any rights Buyer may have at law for any breach of Seller's warranty.

**\*Administrative Fees** - Administrative fees may apply for non-conforming, rejected material. Terms to be specified per separate agreement.

**\*Right of Access** - Buyer, its customers, and regulatory authorities reserve the right to access the applicable areas of all supplier facilities, at any level of the supply chain, involved in the order and to all applicable records.

**\*Work Transfers** - Supplier shall not transfer work to a sub-tier (subcontractor) without written authorization from buyer.

**\*Flowdown** - Supplier shall flow down all pertinent quality, product, and regulatory requirements to their sub-tiers. Supplier is responsible for ensuring compliance of their sub-tiers and for maintaining documented evidence and records.

### INVOICE AND CASH DISCOUNTS

Seller agrees to include with each shipment a detailed list of all items contained within each shipment and will send a separate invoice for each shipment within 24 hours after the shipment is made, dated as of the date of the shipment unless otherwise agreed to in writing with Buyer. Buyer's failure to receive invoices promptly will make it necessary for the Buyer to extend payment date without loss of discount. Buyer reserves the right to compute the cash discount date of each invoice from the date on which Seller correctly completes Seller's portion of the transaction, including the issuance of correct invoices.

### TRANSPORTATION AND EXTRA CHARGES

If transportation and charges are prepaid by the Seller and are, by agreement, charged to the Buyer, the amount thereof must be separately stated on the invoice for the goods and must be supported by receipts. Buyer does not agree to pay any additional charges for cutting, inspecting, packing, trucking, insurance or similar items unless authorized by Buyer in writing.

### WAIVER

Buyer's payment of all or any part of the purchase price prior to inspection and approval of the goods shall not constitute a waiver of any of Buyer's rights hereunder.

### PATENT CONDITIONS

Seller guarantees that Buyer's use of the goods furnished on Purchase Orders in the form in which they are furnished will not infringe any valid U.S. or foreign patent. Seller agrees to defend any claim that may be brought against Buyer for patent infringement by reason of Buyer's purchase of such goods.

Seller agrees to indemnify Buyer and hold Buyer harmless against all damages, judgments, costs and expenses recovered against Buyer on account of any such alleged or actual infringement.

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**INTELLECTUAL PROPERTY PROTECTION**

Seller agrees that if the articles described under Buyer's Purchase Orders to be manufactured by Seller are in accordance with any designs or ideas which possess essential or novel features and which originated with Buyer, the Seller (a) will not disclose any such feature to anyone outside of Seller's firm, (b) will not file any application for a U.S. or foreign patent thereon, and (c) will execute any document necessary to confirm title in Buyer's design or idea to Buyer.

**TAXES**

Seller agrees to assume exclusive responsibility under all laws that impose taxes on the manufacture or sale of the materials covered herein, on any part thereof or any process performed or labor provided by Seller and to pay all such taxes except those that Buyer specifically has agreed to assume or is required by law to pay. Any taxes to be paid by Buyer shall be separately stated on the invoice.

**FEDERAL AND STATE LAWS**

Seller and all covered subcontractors shall abide by the requirements of 29 CFR Part 741, 41 CFR 60-1.4(a), Appendix A to Subpart A, 60-300.5(a) and 60-741.5(a). These regulations prohibit discrimination against qualified individuals based on their status as protected veterans or individuals with disabilities, and prohibit discrimination against all individuals based on their race, color, religion, sex, sexual orientation, gender identity, or national origin. Moreover, these regulations require that covered prime contractors and subcontractors take affirmative action to employ and advance in employment individuals without regard to race, color, religion, sex, sexual orientation, gender identity, national origin, protected veteran status or disability.

In addition, Seller hereby undertakes that it shall respect and comply with human rights as fundamental values. In particular, this applies to prohibitions on child labor and forced labor, equal treatment of all employees, and the right of employee representation and collective bargaining per above mentioned laws. The Seller furthermore undertakes that it shall assume responsibility for the health and safety of its employees.

**CONFLICT MINERALS**

All raw materials supplied to RFC shall be conflict mineral free per the 2010 Dodd-Frank Wall Street Reform and Consumer Protection Act.

**EXPORT LICENSING INFORMATION**

Since Buyer is a company that provides items that could be classified as military or defense articles and technology, Seller agrees that any information provided to them by the buyer which is subject to the International Traffic in Arms Regulations (ITAR) or Export Administration Regulations (EAR) may not be released to foreign concerns or foreign persons either inside or outside the United States without first obtaining the proper export authority. Seller may be required to submit to Buyer a Supplier Export Compliance Certification form or an additional Non-Disclosure Agreement for Export Control. These forms will be provided by buyer to Seller.

Further, Seller shall obtain an export license pursuant to the requirements set forth herein for any items that Seller either manufactures or subcontracts outside the U.S. or before allowing access to any technical data by a foreign person in the United States. Seller agrees to:

1. Use the technical data furnished by Buyer only in the manufacture of defense articles in accordance with this Contract.
2. Not disclose or provide technical data furnished by Buyer to any person except authorized U.S. citizen, intending citizen, permanent resident alien (immigrant alien) or those who the buyer or seller has obtained prior authorization directly from the U.S. Department of State or Office of Defense Trade Controls (DDTC) or Bureau of Industry & Security (BIS).
3. Deliver the defense articles manufactured in accordance with this agreement to the Buyer.
4. Destroy or return to Buyer all technical data furnished to Seller by Buyer pursuant to this Contract. At buyer's election, Buyer may direct Seller to return or destroy the data and may require seller to certify in writing that seller has complied.

**CODE OF CONDUCT FOR BUSINESS PARTNERS**

This Code of Conduct defines the principles and requirements voestalpine imposes on its suppliers of goods and services and on business intermediaries, advisors, and consultants and other business partners (referred to below as Business Partner). These principles and requirements are based on voestalpine's Code of Conduct and on the principles set forth in the UN Global Compact.

*\*Compliance with the legal regulations* - The Business Partner undertakes to comply with the legal regulations of the applicable legal system(s).

*\*Fair competition* - The Business Partner undertakes not to restrict free competition and not to infringe on national or international antitrust law rules.

*\*Prohibition on active or passive corruption/prohibition on granting benefits (e.g., gifts) to employees* - The Business Partner undertakes that it shall not tolerate any form of active corruption (offering and granting benefits; bribery) or passive corruption (demanding and accepting benefits), nor shall it collude with such conduct in any manner whatsoever.

*\*The Business Partner undertakes that it shall not offer gifts or other personal benefits (e.g., invitations) to voestalpine employees or their close family members, where the total value of such benefits and the specific circumstances create the impression that a particular action is expected from the recipient of the benefit in return. The question of whether this is the case will depend on the specific circumstances of the individual case. Gifts of de Minimis value and hospitality falling within the range of what is customary in business will, in any event, be permissible.*

*\*The Business Partner furthermore undertakes that it shall offer customary market prices to employees procuring goods or services for their own personal use, and/or that it shall only grant rebates or other price reductions if they are granted to all voestalpine employees.*

*\*Supply chain* - The Business Partner will appropriately promote compliance with the substance of this Code of Conduct by its own business Partners.

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Company Name

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Signature

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Date

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Printed or Typed Name

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Title**voestalpine**

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