

1. Introduction

These conditions of sale (the “Conditions”) are an integral part of and are incorporated into all offers and agreements for the sale of goods by Primus Pipe & Tube (the “Goods”). Amendment of the Conditions is only valid if confirmed in writing by Primus Pipe & Tube. Any condition specified by the Buyer in its order or otherwise is rejected and will only have effect if accepted by Primus Pipe & Tube in writing. Primus Pipe & Tube will confirm the Buyer’s orders by an order acknowledgment. An agreement for sale of Goods will be concluded only upon the issuance of such an order acknowledgment (“Acknowledgment”) or a signed agreement.

2. Offers

An offer from Primus Pipe & Tube is valid for a period of 1 day from the date of issue, unless otherwise expressly stated in the offer. Notwithstanding the foregoing, Primus Pipe & Tube may revoke an offer at any time prior to receiving the Buyer’s written acceptance.

3. Material selection

Any advice on material selection or other similar assistance by Primus Pipe & Tube is furnished for convenience only and free of charge. Primus Pipe & Tube makes no representation or warranty, and Primus Pipe & Tube shall have no liability, for any such advice or assistance.

4. Specifications

The Goods shall meet the agreed specifications. If no specifications are agreed, the Goods shall meet the general specifications of Primus Pipe & Tube at the time of delivery. Statements presented in product information, handbooks, web sites, price lists or other information regarding the Goods will only be binding on Primus Pipe & Tube if expressly referred to in an offer, Acknowledgment or agreement.

5. Delivery of the Goods

5.1 Delivery time

The agreed delivery date of the Goods shall mean the dispatched date from Primus Pipe & Tube mill, irrespective of Incoterm agreed. Primus Pipe & Tube is entitled to divide the delivery into separate lots. If no delivery time is agreed, delivery shall be made according to Primus Pipe & Tube’s capacity planning. Delivery will be made FOB: Shipping Point (Incoterms 2020), Buyer assumes all risk of loss and damage upon delivery to carrier unless otherwise agreed in writing. Delays in production or delivery which result from the actions of Buyer, Owner, or any party other than Supplier, including but not limited to changes in product priorities, scheduling, hold points, change orders, and inspections will extend the allowable lead time for the period of the delay to complete and deliver the Goods.

5.2 Adjustment of volume

In the event that the quantity of the Goods is agreed on the basis of weight or footage, the quantity to be supplied can be adjusted by Primus Pipe & Tube to deviate up to 10% (+/-) from the agreed weight or footage of the total delivery for each line item, and the price shall be adjusted accordingly. The weight or quantity printed or otherwise stated on the Goods, packing or documents supplied by Primus Pipe & Tube shall be deemed to be correct, unless proven otherwise.

5.3 Limited liability

Primus Pipe & Tube shall not be liable for any direct or indirect damage or consequences attributable to any delay in delivery of any Goods, except in the event of Primus Pipe & Tube’s gross negligence.

6. Defective Goods and shortages

6.1 Primus Pipe & Tube Warranty

Primus Pipe & Tube warrants that the Goods delivered are free from defects (faults) on the Risk Transfer Date. The Goods shall only be regarded as defective if the Goods do not meet the specifications set out in Section 4 of these Conditions. Buyer accepts all risk whatsoever as to the result of the use of products purchased, whether used alone or in combination with other products or substances.

Any defects, damage or failure caused by the following conditions are not covered by this express limited warranty:

- (i) improper or inappropriate: (a) storage, (b) handling, (c) maintenance, (d) installation, (e) conditioning, (f) use or, (g) application;
- (ii) operations of the Goods beyond capacity;
- (iii) accident, fire or other casualty or negligence of others resulting in damage to the Goods not caused by Primus Pipe & Tube;
- (iv) unauthorized modifications or alterations of the Goods;
- (v) normal wear and tear;
- (vi) deficiencies, failures, and/or mistakes in the specifications or information provided by Buyer;
- (vii) any other cause not directly resulting from the actions of Primus Pipe & Tube.

EXCEPT AS EXPRESSLY SET FORTH IN THIS PARAGRAPH, PRIMUS PIPE & TUBE MAKES NO WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, WHICH ARE EXPRESSLY DISCLAIMED.

6.2 Buyer notice

Buyer shall inspect the products promptly upon receipt for non-conformity (including but not limited to non-conformity for quantity, quality, and/or defects). In the event of any defects or shortages in the Goods delivered for which Primus Pipe & Tube is liable, the Buyer shall give notice to Primus Pipe & Tube in writing within (i) one week of the Goods arriving at their named point of destination under the Incoterm agreed (the “Destination”) or (ii) within two weeks from the day the Buyer noticed any defect or shortage which was not reasonably possible to detect upon arrival of the Goods at the Destination. If notification is made after the dates stated above or more than one year after the Risk Transfer Date, Primus Pipe & Tube is not obliged (liable) to perform any remedy or pay any reduction in price related to defects or shortages in the Goods.

6.3 Remedy

In the event of any defects in the Goods for which Primus Pipe & Tube is liable under these Conditions, Primus Pipe & Tube shall at its own expense, and at its sole discretion, either rectify the defect or deliver new and faultless Goods. In the event of a shortage Primus Pipe & Tube shall deliver the missing quantities. Delivery of new or missing Goods shall be made within the reasonable time it will take Primus Pipe & Tube to produce new Goods (if needed) and transport it to the Destination. Defective Goods shall be handed over to Primus Pipe & Tube at the Destination at the same time as any new Goods are delivered. Primus Pipe & Tube must be given a reasonable opportunity to investigate and address any defects or shortages in the Goods. Instead of correcting a defect or shortage, Primus Pipe & Tube, at its option, has the right to

reduce/credit the price for the Goods with an amount equal to the price for the missing or defective Goods, less the latter's scrap value. In the alternative, Primus Pipe & Tube also has the right to credit the Buyer the full price for the missing or defective Goods and Buyer shall then, upon request; hand over such Goods to Primus Pipe & Tube. Buyer shall not have the right to terminate the Purchase Order in the event of a claimed breach of warranty.

6.4 Limited liability

Apart from the remedies and compensation expressly set out above, the Buyer is not entitled to any compensation or remedies with respect to any defect or shortage in the Goods, except in the event of Primus Pipe & Tube's gross negligence.

7. Force majeure

Neither party shall be liable for delay in performing or failure to perform its obligations if the delay or failure results from any cause outside its reasonable control including war, terrorism, fire, explosion, flooding or other extreme weather, major machine break down, strikes, lockouts and other labor disputes, trade disputes, the initiation, investigation, or imposition of adverse trade actions; tariffs; quotas; anti-dumping actions and/or countervailing duties, or refusals to grant licenses ("Force Majeure"). Delay or failure by a party to perform its obligations due to Force Majeure shall not constitute a breach of contract with the effect that the affected party is relieved from liability and any other contractual remedy for breach of contract during the time the Force Majeure persists. The time for performance shall be extended by a period equivalent to the time the Force Majeure persists. If Force Majeure persists for more than three months, either party shall be entitled to terminate the Agreement in respect of Goods not yet delivered to the Buyer. In the event of such a termination, neither party will be entitled to any compensation, except that any prepayment for Goods not delivered shall be refunded to the Buyer and any Goods in transit not delivered shall be reverted to Primus Pipe & Tube.

8. Retention of title and security interest

(i) Primus Pipe & Tube holds title to the Goods delivered until the Buyer has made full payment for the Goods, and (ii) the Buyer has made full payment of all other monies due from the Buyer to Primus Pipe & Tube. To secure payment, Buyer hereby grants Primus Pipe & Tube a security interest in the Goods and any and all proceeds, accounts, contract rights, bond rights, lien rights, instruments, and general intangibles of Buyer, and all other rights of Buyer to the payment of money, arising from any sale or other disposition of the Goods or a portion of the Goods. Buyer authorizes Primus Pipe & Tube to file financing statements or other documentation covering the Goods as Primus Pipe & Tube shall deem necessary or desirable to protect its interest in the Goods.

9. Payments, VAT and overdue interests

Prices do not include any present or future value-added tax (VAT) and/or federal, state, or local taxes based upon or measured by the sale, use, manufacture or shipment of the Goods covered hereby. All such taxes shall be for Buyer's account, and, if paid by Primus Pipe & Tube, the Buyer agrees to reimburse Primus Pipe & Tube on demand the full amount thereof, plus overdue interest as stated below in respect of Primus Pipe & Tube's payment thereof. Agreed prices are exclusive of Alloy Surcharges. Alloy Surcharge will be added in accordance with Primus Pipe & Tube's surcharge ruling (set out at www.ncestainlessplate.com) at the date of dispatch for each lot of Goods unless otherwise expressly agreed.

If no payment terms are agreed in writing, Buyer's payment under the Agreement shall be made within 30 days from the date of invoice. If Buyer at date of dispatch is not approved for credit insurance by Primus Pipe & Tube credit insurance company, Primus Pipe & Tube is entitled to request advance payment or other security as a condition for delivery of the Goods. If the Buyer has not made payment in accordance with the Agreement, the Buyer shall pay interest on the amount outstanding at the Prime Rate (as published by the Wall Street Journal), plus 6 percent from the due date to the payment date. In addition, Buyer shall pay all collection costs and expenses, including reasonable attorneys' fees, incurred by Primus Pipe & Tube in collecting or attempting to collect any past due account. If Buyer fails to make payment in accordance with the terms hereof, Primus Pipe & Tube may, at its option, in addition to any other remedies, cancel any unshipped portion of an order. Buyer shall remain liable for all unpaid amounts.

10. Entire agreement

These Conditions, the Acknowledgment with its enclosures and any amendments agreed in writing constitutes the entire agreement between the parties (the "Agreement"). The Agreement will supersede all previous and contemporaneous negotiations, commitments and understandings between the parties, whether written or oral, with respect to the Goods covered by the Agreement. Nothing contained in this Agreement shall be construed as creating any agency, partnership, joint venture, or other form of joint enterprise, employment, or fiduciary relationship between the parties, and neither party shall have authority to contract for or bind the other party in any manner whatsoever.

11. Governing law

The Agreement shall be governed by and construed exclusively in accordance with the laws of the State of Florida, U.S.A., exclusive of conflicts of laws rules and any rule that would require the application of the United Nations Convention on the International Sale of Goods (CISG), which shall not apply to the Agreement.

12. Disputes

Any dispute, controversy or claim arising out of or in connection with the Agreement, or the breach, termination or invalidity thereof, shall be settled by arbitration pursuant to the rules of the American Arbitration Association (the "AAA"). The location of the arbitration shall be Florida and the language of the arbitration shall be English.

Notwithstanding the arbitration clause set out above, Primus Pipe & Tube shall in its sole discretion for the purpose of collecting debts of the Buyer, be entitled to submit any claim against the Buyer in the courts and execution authorities of the Buyer's country of domicile or country where the Goods are located. In such a case the governing law will be the law of the country where the claim is filed.

All claims must be commenced within one year of discovery of the breach

13. General limitation of liability

Under no circumstances shall Primus Pipe & Tube or Buyer be liable for any special, indirect, incidental, or consequential damages including, but not limited to, loss of profit, loss of production, discarded production, demurrage charges, lost sales, or claims from the Buyer's customer. This limitation, however, does not apply in the event of gross negligence or willful misconduct of either party. No claim by Buyer shall be greater in amount than the purchase price for the products in respect of which damages are claimed.

Primus Pipe & Tube shall have no liability for any claim whatsoever when notification is made more than one year after the Risk Transfer Date.

14. Waiver

No waiver shall be deemed to occur as a result of the failure to enforce any term or condition of these Seller's Terms and Conditions of Sale. If any clause or portion hereof shall be held by a court of competent jurisdiction to be illegal, invalid, or unenforceable, the remaining clauses or portions shall remain in full force and effect. The paragraph headings are for convenience only and shall not be used in interpreting or construing these Seller's Terms and Conditions of Sale.

15. Assignment

Buyer may not assign the Agreement without Primus Pipe & Tube's written consent.

16. Severability

If any term or provision of this Agreement is invalid, illegal, or unenforceable in any jurisdiction, such invalidity, illegality, or unenforceability shall not affect any other term or provision of this Agreement or invalidate or render unenforceable such term or provision in any other jurisdiction.

17. Termination

In addition to any remedies that may be provided under these Terms, Seller may terminate this Agreement with immediate effect upon written notice to Buyer, if Buyer: (i) fails to pay any amount when due under this Agreement [and such failure continues for 30 days after Buyer's receipt of written notice of nonpayment]; (ii) has not otherwise performed or complied with any of these Terms, in whole or in part; or (iii) becomes insolvent, files a petition for bankruptcy or commences or has commenced against it proceedings relating to bankruptcy, receivership, reorganization or assignment for benefit of creditors.

18. ORDER CANCELLATION

All orders are subject to a 100% non-cancellable, and 100% non-refundable charge.