

**CLARK LEH, LLC (DBA JSG PRECISION)**  
("JSG Precision")

TERMS OF SALE

(Invoice)

These Terms of Sale set forth the terms and conditions upon which any sale of the goods and/or services set forth on the reverse side hereof are to be made. Any of the Buyer's terms, in addition to or different from those contained herein, whether added to this form or contained in any purchase order, acknowledgement, confirmation or other writing or document submitted by Buyer, are hereby objected to and shall be of no effect. Buyer's ordering or accepting any goods or services referenced on the reverse side hereof shall be deemed acceptance of these Terms of Sale. Failure by JSG Precision to object to the terms contained in any communication from Buyer shall not be deemed an acceptance of such terms or a waiver of these Terms of Sale or the provisions of this Invoice.

(1) Payment/ Security Interest. All payments shall be in legal tender of the United States of America. In the event Buyer fails to make

payment in full within the time period set forth on this Invoice, or within the time period expressly agreed upon in writing by the parties, such failure to pay on time constitutes a material breach of contract by Buyer and permits JSG Precision to suspend further delivery under any contract between Buyer and JSG Precision. If JSG Precision has to take any legal action(s) to collect any amount due hereunder, Buyer shall pay all court costs, legal expenses and reasonable attorney's fees incurred by JSG Precision in bringing and/or prosecuting such action(s). JSG Precision shall have a purchase money security interest in all goods sold to Buyer in order to secure payment of all amounts due to JSG Precision from Buyer and JSG Precision shall have the right to file UCC financing statements in order to perfect such security interest and to exercise all rights of a secured party under the Uniform Commercial Code as adopted in the Commonwealth of Pennsylvania upon the failure by Buyer to pay

when due all sums due to JSG Precision.

(2) Prices. The prices set forth in this Invoice remain valid for 30 days from the date hereof.

(3) Taxes, Duties and Tariffs. All prices are quoted exclusive of taxes, duties and tariffs. All taxes, duties and tariffs applicable to any order referenced herein, including, but not limited to, Pennsylvania or other applicable sales or use taxes, duties and tariffs are additional and to the extent legally permissible shall be paid by Buyer.

(4) Shipping. All prices quoted are F.O.B. JSG Precision's facility referenced on the reverse side hereof. All freight and shipping costs shall be the responsibility of Buyer.

(5) Finance Charge and Storage Fees. A FINANCE CHARGE of the lesser of 1 1/2% per month, 18% ANNUAL PERCENTAGE RATE, or the highest rate permitted by law, shall be charged on all amounts unpaid 30 days after the date of this invoice. In the event Buyer fails or refuses, for whatever reason, to accept delivery of goods which it has purchased from JSG

Precision and which JSG Precision has indicated it is prepared to deliver, JSG Precision shall have the right to assess storage, handling and similar fees and expenses incurred by JSG Precision as a result of Buyer's refusal or inability to accept delivery of the goods.

(6) Cancellation. The order represented by this Invoice cannot be cancelled, terminated or modified by Buyer, in whole or in part, after Buyer's receipt of this Invoice, nor shall JSG Precision's release or shipment of goods or provision of services be delayed by Buyer except with JSG Precision's consent, and then only upon terms and conditions then to be agreed upon which shall include protection of JSG Precision against all losses and expenses caused by such delay.

(7) Force Majeure. JSG Precision shall not be liable for any delay or failure to perform in whole or in part caused by fires, floods, strikes, work stoppages, accidents, casualties, pandemics, inability to procure materials, delays in transportation, shortage of cars or trucks or other causes beyond JSG Precision's control.

(8) Inspection and Claims. It is

Buyer's obligation to inspect all goods upon receipt. All claims of any nature shall be barred unless notice thereof is given to JSG Precision at its address set forth on the reverse side hereof, in writing by certified or registered mail, postmarked within ten (10) days after Buyer's receipt of the goods, and the goods relating to such claims are held intact and properly protected, unless instructed otherwise by JSG Precision, pending inspection by JSG Precision's authorized inspector. Defective goods may be returned to JSG Precision only after inspection by JSG Precision and upon receipt of written shipping instructions from JSG Precision. FAILURE TO NOTIFY JSG PRECISION OF ANY NONCONFORMING GOODS WITHIN 10 DAYS OF BUYER'S RECEIPT OF SUCH GOODS SHALL CONSTITUTE ACCEPTANCE OF SUCH GOODS AND WAIVER OF ALL CLAIMS WITH RESPECT TO ANY NONCONFORMANCE.

<sup>(9)</sup> Transportation and Risk of Loss. Upon delivery to a common carrier or to Buyer or Buyer's agents or representatives of any materials or goods referenced

herein, risk of loss or damage to such materials or goods shall pass to Buyer, and JSG Precision shall have no further liability therefor.

<sup>(10)</sup> Buyer's Insolvency. JSG Precision shall have the unrestricted right to cancel, withhold or delay its performance or delivery of the goods or services referenced herein upon the happening of any of the following or any other comparable events, in which case JSG Precision shall have no liability for any losses or damages claimed by Buyer: (i) Buyer's insolvency; (ii) commencement of proceedings by, for or against Buyer under any law relating to bankruptcy or the relief of debtors; (iii) the appointment of a receiver or trustee for Buyer; (iv) the execution by Buyer of any assignment for the benefit of the creditors; or (v) the determination by JSG Precision, in its sole judgment, that Buyer's financial condition is such as to endanger Buyer's performance of its payment or other obligations hereunder.

<sup>(11)</sup> Limited Warranty. JSG Precision warrants that any goods

referenced herein comply with the written specifications set forth or referenced on the face hereof. All goods, including those produced to meet a specification, dimension, weight or straightness are subject to the producer's mill tolerances and normal variations in surface and internal conditions relating to dimension, weight, straightness, section composition, mechanical or physical properties, and quality; to deviations from tolerance and variations consistent with practical testing and inspection methods; and to regular steel industry mill practices on over- and under-shipments. THE AFORESAID IS THE ONLY WARRANTY GIVEN BY JSG PRECISION. NO OTHER WARRANTY, EXPRESS OR IMPLIED, INCLUDING ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR ANY PARTICULAR PURPOSE IS MADE FOR ANY ITEMS SOLD, AND ALL OTHER WARRANTIES ARE HEREBY EXPRESSLY EXCLUDED.

<sup>(12)</sup> Limitation of Remedy.  
BUYER'S EXCLUSIVE  
REMEDIES WITH RESPECT

TO ANY GOODS REFERENCED IN THIS INVOICE THAT ARE FOUND TO BE DEFECTIVE OR OTHERWISE NOT IN CONFORMITY WITH ANY WARRANTY OR THIS INVOICE SHALL BE LIMITED TO, AT JSG PRECISION SOLE OPTION: (A) REPLACEMENT OF ANY DEFECTIVE OR NONCONFORMING GOODS; (B) A CREDIT TO BUYER'S ACCOUNT FOR SO MUCH OF THE PURCHASE PRICE AS RELATES TO ANY DEFECTIVE OR NON- CONFORMING GOODS; OR (C) A REFUND TO BUYER OF THE PURCHASE PRICE FOR ANY DEFECTIVE OR NONCONFORMING GOODS. BUYER SHALL RETURN THE ALLEGEDLY DEFECTIVE OR NONCONFORMING GOODS PRIOR TO JSG PRECISION'S ELECTION OF REMEDY.

<sup>(13)</sup> Limitation of Liability.  
JSG PRECISION AND ITS AFFILIATES, SUBSIDIARIES, SHAREHOLDERS, DIRECTORS, INVESTORS, EMPLOYEES, AGENTS, SUPPLIERS, AND CONTRACTORS (COLLECTIVELY, THE "SELLER PARTIES") SHALL NOT BE

LIABLE TO BUYER OR ANY OTHER PERSON/ENTITY, DIRECTLY OR INDIRECTLY, FOR ANY CLAIMS, DEMANDS, SUITS, COSTS, EXPENSES (INCLUDING ATTORNEYS' FEES), LOSSES, JUDGMENTS, DAMAGES, LIABILITIES OR OBLIGATIONS, OF ANY KIND OR NATURE, INCLUDING, WITHOUT LIMITATION, LOSS OF DATA OR LOSS CAUSED BY A COMPUTER OR ELECTRONIC VIRUS, ARISING IN ANY MANNER FROM OR IN CONNECTION WITH THE SERVICES AND/OR THE GOODS, EVEN IF THE SELLER PARTIES HAVE BEEN PROVIDED NOTICE OF THE POSSIBILITY OF SUCH LOSSES/DAMAGES. THE SELLER PARTIES SHALL NOT BE LIABLE FOR AND DISCLAIM ANY AND ALL LOST PROFITS AND ANY INDIRECT, INCIDENTAL, CONSEQUENTIAL, SPECIAL OR EXEMPLARY DAMAGES, WHETHER ARISING OUT OF THE SERVICES, THE GOODS, OR THE PERFORMANCE BY THE SELLER PARTIES HEREUNDER OR ANY AGREEMENT OR DOCUMENT ANCILLARY HERETO. IN THE

EVENT OF TERMINATION FOR ANY REASON, THE SELLER PARTIES SHALL NOT BE LIABLE TO BUYER FOR COMPENSATION, INDEMNIFICATION, REIMBURSEMENT OR DAMAGES ON ACCOUNT OF ANY LOSS OF PROSPECTIVE PROFITS OR ANTICIPATED SALES OR ON ACCOUNT OF EXPENDITURES, INVESTMENTS, LEASES OR COMMITMENTS MADE IN CONNECTION WITH THE TRANSACTIONS CONTEMPLATED HEREIN OR THE ANTICIPATION OF EXTENDED PERFORMANCE HEREUNDER. NOTWITHSTANDING THE FOREGOING, BUYER'S EXCLUSIVE REMEDY AGAINST THE SELLER PARTIES, AND THE SELLER PARTIES' SOLE OBLIGATION, FOR ANY AND ALL CLAIMS, WHETHER FOR BREACH OF CONTRACT, WARRANTY, TORT (INCLUDING NEGLIGENCE), OR OTHERWISE, SHALL BE LIMITED TO EITHER REPAIR OR REPLACEMENT OF THE NONCONFORMING GOODS OR REFUNDING THE AMOUNTS

PAID BY BUYER TO THE SELLER PARTIES DIRECTLY ATTRIBUTABLE TO NON-CONFORMING GOODS OR SERVICES. IN NO EVENT SHALL THE SELLER PARTIES HAVE ANY LIABILITY FOR DELAYS IN SHIPMENTS, SPECIAL, INCIDENTAL OR CONSEQUENTIAL DAMAGES, REGARDLESS OF WHETHER SUCH CLAIM IS BROUGHT IN TORT, BREACH OF CONTRACT, BREACH OF WARRANTY OR OTHER THEORY OF LAW OR EQUITY. WITHOUT LIMITING THE GENERALITY OF THE LIMITATIONS OF LIABILITY CONTAINED IN THIS PARAGRAPH, THE SELLER PARTIES SHALL HAVE NO LIABILITY, AND BUYER SHALL HAVE NO RECOURSE, FOR ANY CLAIM ARISING OUT OF OR RELATED TO INSTRUCTIONS, DIRECTIVES OR SPECIFICATIONS PROVIDED BY BUYER TO JSG PRECISION IN CONNECTION WITH PRODUCTS OR SERVICES TO BE PERFORMED, MANUFACTURED, SUPPLIED OR DELIVERED BY JSG PRECISION; PROVIDED,

HOWEVER, THAT THE FOREGOING SHALL NOT OPERATE AS A RELEASE OF JSG PRECISION FOR LIABILITY BASED ON BREACH BY JSG PRECISION OF THE LIMITED WARRANTY CONTAINED IN SECTION 11 ABOVE.

<sup>(14)</sup> Complete Agreement. These Terms of Sale and the Terms of Sale set forth in any JSG Precision Sales Confirmation provided to Buyer constitute the entire and only Terms of Sale between the parties and any negotiations, representations, affirmations of fact, courses of prior dealings, promises or conditions not expressly incorporated herein or therein shall not be binding upon JSG Precision. No waiver, alteration or modification of any of the provisions of such Terms of Sale shall be binding unless in writing and signed by an authorized representative of JSG Precision.

<sup>(15)</sup> Choice of Forum. Any litigation arising hereunder or relating to any goods or services referenced in this Invoice shall be brought only in a court of general jurisdiction located in Allegheny County, Pennsylvania. Buyer irrevocably consents to the

jurisdiction and venue of such courts.

<sup>(16)</sup> Limitation of Action. In no event may any claim by Buyer relating to any goods or services referenced in this Invoice be brought more than one year after the earlier of the date of delivery of such goods or services or the date such claim arose.

<sup>(17)</sup> Nonwaiver. No waiver or failure to enforce compliance with these Terms of Sale by JSG Precision shall constitute a waiver of JSG Precision's right to insist upon strict compliance with these Terms of Sale thereafter.

<sup>(18)</sup> Controlling Law. This Invoice and any agreement to purchase goods or services referenced herein shall be deemed made in the Commonwealth of Pennsylvania. This Invoice, any agreement to purchase goods or services referenced herein, and any dispute arising therefrom shall be governed by the laws of the Commonwealth of Pennsylvania without regard to choice or conflicts of law principles.

<sup>(19)</sup> Headings. The headings used are solely for the convenience of

the parties and shall have no force or effect upon the interpretation of any provision hereof.

<sup>(20)</sup> Confidentiality. All information and documentation provided by JSG Precision to Buyer, or from Buyer to JSG Precision, is strictly confidential and may not be disclosed, reproduced or disseminated by the recipient to any third party without in each case obtaining the prior written consent of the disclosing party; provided, however, that the foregoing shall not apply to disclosure required as a matter of law or in connection with any legal action arising out of the commercial transactions between JSG Precision and Buyer.