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DIVERSIFIED SPECIALTY METALS ULC

TERMS AND CONDITIONS

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DIVERSIFIED SPECIALTY METALS ULC

TERMS AND CONDITIONS

The following terms and conditions (the "**Terms**") shall be applicable to all sales made by Diversified Specialty Metals ULC (referred to as "**DSM**", "**us**", "**we**", or "**our**" as the context may require), in addition to the terms and conditions of sale as set out in any invoice issued by DSM to you (referred to as the "**Purchaser**", "**you**" or "**your**" as the context may require).

1. Purchase Price

(a) DSM shall separately invoice the Purchaser for each shipment of the goods (the "**Product**") and the Purchaser shall make payment to DSM not later than thirty (30) days following receipt of the invoice.

(b) All quotations are subject to change without notice. Prices quoted in the invoice are current and subject to change in the event of any increase prior to delivery in the custom duties, excise taxes, sales taxes, tariffs, exchange rates, or values for duty purposes affecting the class of materials and/or the Products used in the completion of this order, which may increase DSM's cost, and the Purchaser agrees to pay any such increase. For greater certainty, the Purchaser agrees to pay all applicable export and import duties and tariffs.

(c) In the event the Invoice is not paid within the thirty (30) day period, all overdue amounts shall bear simple interest at the rate of 1.5% per month (an effective annual rate of 18% from the date such unpaid balance was due and owing).

2. Online Sale of Products

By placing an order for Products or services from our website, https://www.diversified-metals.ca (the "**Site**") you affirm that you accept and are bound by the Terms. You affirm that if you place an order on behalf of an organization or company, you have the legal authority to bind any such organization or company to the Terms.

These Terms apply to the purchase and sale of Products and services through the Site. These Terms are subject to change by DSM without prior written notice at any time, in our sole discretion. Any changes to these Terms will be in effect as of the "Last Updated Date" referenced on this Site. You should review these Terms before purchasing any Products or services that are available through this Site. Your continued use of this Site after the "Last Updated Date" will constitute your acceptance of and agreement to such changes. These Terms are an integral part of the Website Terms and Conditions of Use that apply generally to the use of our Site. You should also carefully review our Website Privacy Policy before placing an order for Products or services through this Site (see Section 15).

3. Order Acceptance and Cancellation

You agree that your order is an offer to buy, under these Terms, all Products and services listed in your order. All orders must be accepted by us or we will not be obligated to sell the Products or services to you. We may choose not to accept orders at our sole discretion, even after we send you a confirmation email with your order number and details of the items you have ordered.

4. Shipping

(a) Any delivery schedule indicated is based on DSM estimate of the time required to ship after receipt of the Purchaser's order. DSM shall pack and ship the Products in accordance with the requirements of the Purchaser and the carrier transporting such Products. DSM shall mark each package in accordance with Purchaser's instructions and any additional instructions of the carrier. DSM shall forward the shipping receipt for each shipment in accordance with the Purchaser's instructions. DSM will make commercially reasonable efforts to ship exact quantities of the Products ordered but reserves the right to over-ship or under-ship in accordance with the

standard tolerances of DSM's suppliers. DSM shall not charge separately for packing, marking or shipping unless the Purchaser authorizes such charges in writing, in which case DSM shall add such charges to the Invoice as a separate item and attach any required supporting data. For each international shipment, DSM shall include an invoice with the master packing slip and upon written request shall furnish all other required export/import documents. Export credits and customs drawbacks shall belong to the Purchaser or its designee. Upon request, DSM shall furnish in satisfactory form all documents required to obtain export credits and customs drawbacks or to satisfy any other government requirement.

(b) All Products shall be subject to tolerances and variations consistent with usual trade practices, regarding dimensions, straightness, section, composition and mechanical properties and normal variations in surface and internal conditions and quality and shall be subject to deviations from tolerances and variations consistent with practical testing and inspection methods.

5. Title

Title in the Products shall remain with DSM until such Products have been paid for in full. However, such Products shall be entirely at Purchaser's risk from the time they are placed in the possession of the carrier for shipment to Purchaser. Purchaser shall ensure that the Products are insured against "all risks" from the time the Products are placed in the possession of the carrier for shipment to Purchaser, and continuously thereafter until all amounts due to DSM are paid in full. Such insurance shall be for no less than the total amount owing to DSM with loss first payable to DSM. Purchaser shall indemnify DSM from all loss arising out of any claims, suits and demands by reason of the retention of title to the Products by DSM while the Products are at the Purchaser's risk.

6. Acceptance of Products

Purchaser shall inspect or test all Products upon receipt. Purchaser shall be deemed to have effected final acceptance of the Products at the earliest of: (a) the fifteenth (15^{th}) day after the date of shipment, unless written notice is received by DSM before such day; or, (b) the date when the Products are used or otherwise placed in commercial operation by the Purchaser.

7. Orders

Minimum ordering quantity is dependent upon stock positions, gauge ordered, and many other variables and consequently is upon application only. If the order for the Products is changed by the Purchaser after production, usage or assembly has started on the Products or any portion thereof, and the Products cannot be used on the new order, DSM will include in its Invoice charges for expenses on the order up to the time the change order was received in writing from the Purchaser. In the event that the Purchaser is in default with respect to any previous order with DSM, DSM may give notice to the Purchaser that it intends to suspend fabrication and/or delivery under this new order for a period of thirty (30) days. If the Purchaser has not rectified this default within this thirty (30) day period, DSM may, with further notice to the Purchaser, immediately cancel the new order(s), and all payments of such order(s) shall become immediately payable to DSM.

8. Returns

Returned Products will be accepted only if DSM has given prior written consent. Transportation costs on returned materials shall be to the Purchaser's account. A charge for handling, inspection, restocking and invoicing of twenty-five (25%) percent of the sale price of the returned Products shall be assessed against the Purchaser. All returned Products must be in excellent resale condition. Specials or non-stock items are not subject to returns.

9. Purchaser's Remedy under the Terms

DSM's sole responsibility and liability and Purchaser's exclusive remedy shall be limited to the repair or replacement of Products (f.o.b. DSM's shipping point), or, at DSM's option, return of the Products and refund of moneys paid thereon, without interest, provided Purchaser is not in default hereunder. If DSM elects to repay, upon advising the Purchaser of such remedy, Purchaser must return such

Products to DSM immediately. SUBJECT TO APPLICABLE LAW, IN NO EVENT SHALL DSM BE LIABLE FOR INDIRECT, INCIDENTAL, CONSEQUENTIAL, PUNITIVE OR EXEMPLARY DAMAGES, OR LEGAL FEES. DSM's obligation hereunder is subject to receipt of written notice of defect (containing detailed particulars of the alleged defect) from Purchaser prior to the time of deemed acceptance specified in Section 4.

Notwithstanding anything else in these Terms, DSM shall be under no obligation to provide any remedy to the Purchaser in respect of any Products after the earlier of (a) six months from the date of delivery of such Products, and (b) such time frame as provided by DSM's supplier(s) of such Products for DSM to have such supplier(s) repair or replace such Products.

10. Warranty and Limitation on Liability

DSM warrants that title to the Products sold shall be free from any encumbrance, and that the Products will conform to the description contained on DSM's invoice. DSM MAKES NO OTHER REPRESENTATIONS OR WARRANTIES OR CONDITIONS, EXPRESS OR IMPLIED, AND SPECIFICALLY EXCLUDES ALL LEGAL OR IMPLIED WARRANTIES, INCLUDING WITHOUT LIMITATION, ANY WARRANTY AS TO MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.

11. Force Majeure

Any delay or failure of either party to perform its obligations under the Terms shall be excused if and to the extent, that the delay or failure is caused by an event or occurrence beyond the reasonable control of the party and without its fault or negligence, such as, by way of example and not by way of limitation the following force majeure events ("**Force Majeure Event(s)**"): acts of God; action by any governmental authority (whether valid or invalid); fires, floods, wind storms, explosions, riots, natural disasters including earthquakes and tsunamis, epidemics, pandemics including the 2019 novel coronavirus pandemic (COVID-19), other potential disaster(s) or catastrophe(s), or explosion; war, invasion, hostilities (whether war is declared or not), terrorist threats or acts, riot, or other civil unrest; government order or law; actions, embargoes, or blockades in effect on or after the date of this Agreement; national or regional emergency; sabotage, labour problems (including lock-outs, strikes and slow-downs) or other industrial disturbances, inability to obtain power, raw materials, labour, equipment or transportation shortages, price adjustment, or court injunction or order; and other similar events beyond reasonable control ("**Excusable Delays**"); provided that written notice of delay (including the anticipated duration of the delay) shall be given by the affected party to the other party within ten (10) days. In no event shall DSM be obligated to purchase material from other than its regular sources of supply in order to enable it to supply the Purchaser. A delay or failure of a party because of an inability to obtain financing or any other financial inability on the part of such party shall not be excused. DSM shall reserve the right to cancel the order if DSM determines that it is unable to fulfil the Terms of the order as a result of Excusable Delays. The Purchaser shall have no responsibility under or arising out of the order and Terms in the event that DSM cancels an order due to an Excusable Delay.

12. Ingredients Disclosure and Special Warnings and Instructions

(a) The Products covered hereunder and sold by DSM are not intended for and have not been certified for application or fabrication in connection with the use or handling of nuclear material or the construction, operation or maintenance of a nuclear installation or facility and DSM gives no representation or warranty, express or implied, as to the suitability or safety of such Products for any nuclear use.

(b) DSM will not be responsible should a Purchaser send in a requirement for nuclear application and does not designate it as such. DSM will assume the metal is for non-nuclear use unless DSM advised by the Purchaser in advance.

(c) The Purchaser acknowledges the following information and warnings:

(i) Steel products in a nature state do not pose inhalation, ingestion or contact hazards;

(ii) Prolonged overexposure of dust or fumes during welding, burning or grinding may cause respiratory irritation or disease, especially from certain chromium compounds;

(iii) Coating may cause skin irritation or dermatitis in sensitive individuals;

(iv) In the event of overexposure to metal fumes, move the exposed individual to fresh air;

(v) In the event of skin contact, wash thoroughly with soap and water; and

(vi) Obtain medical attention if any symptoms persist.

(d) If DSM is required by the Canadian Centre for Occupational Health & Safety to prepare a Material Safety Data Sheet ("**MSDS**") for the Product, then the Purchaser may contact DSM to obtain a copy of the MSDS prepared by DSM. The MSDS is a document that contains information on the use, storage, handling and emergency procedures all related to the hazards of the material and is intended to tell what the hazards of the Products are, how to use the Products safely, what to expect if the recommendations are not followed, what to do if accidents occur, how to recognize symptoms of overexposure, and what to do if such incidents occur.

(e) All material supplied to the Purchaser shall satisfy current governmental, statutory (including applicable occupational health and safety legislation) and safety considerations on restricted, toxic and hazardous materials, as well as environmental, electrical and electromagnetic considerations (applicable in the Province of Ontario).

(f) Prior to and with the shipment of the Products purchased under the order, DSM agrees to furnish to the Purchaser sufficient warning and notice in writing (including appropriate labels on goods containers and packing) of any hazardous material which is an ingredient or a part of the Products, together with the special handling instructions as may be necessary to advise carriers, the Purchaser and their respective employees of how to exercise that measure of care and precaution which will best prevent bodily injury or property damage in the handling, transportation, processing, use or disposal of the Products, containers and packing shipped to the Purchaser.

13. Governing Law

(a) These Terms shall be governed as to all matters, including validity, construction and performance, by and under the laws of the Province of Ontario, Canada.

(b) All disputes arising out of or in connection with these Terms, or in relation to any legal relationship associated with or derived from these Terms, will be resolved by final and binding arbitration under the Arbitration Rules of the ADR Institute of Canada, Inc. The Seat of Arbitration will be Toronto, Ontario. The language of the arbitration will be English.

14. Severability

If any term herein is invalid or unenforceable under any statute, regulation, ordinance, order or other rule of law, that term shall be deemed modified or deleted, but only to the extent necessary to comply with the statute, regulation, ordinance, order or rule, and the remaining provisions of the Terms shall remain in full force and effect.

15. Privacy

We respect your privacy and are committed to protecting it. Our Website Privacy Policy, [https://diversified-metals.ca/privacy-policy], governs the processing of all personal data collected from you in connection with your purchase of Products or services through the Site.

16. Entire Agreement

The Terms set forth herein constitute the terms and conditions upon which DSM offers Products for sale. No other term, condition or understanding, whether oral or written, shall be binding upon DSM unless expressly agreed to in writing and signed by an authorized representative of DSM.

In the event of any conflict or inconsistency between these Terms and any terms or conditions proposed or provided by the Purchaser, these Terms shall govern and prevail. DSM expressly rejects and objects to any additional, different or inconsistent terms proposed by the Purchaser, including any terms contained in a purchase order, request for quotation, procurement document, electronic purchasing system or portal, correspondence or other document issued or provided by the Purchaser. No such terms shall form part of any agreement between DSM and the Purchaser, notwithstanding DSM's acceptance, acknowledgement or fulfilment of an order, unless expressly agreed to in writing and signed by an authorized representative of DSM.

Any purchase order or other order issued by the Purchaser to DSM shall constitute the Purchaser's unconditional agreement to be bound exclusively by these Terms.