



TERMS AND CONDITIONS OF SALE

1. Any Sales order however received, written or oral, between the Buyer and Armour Alloys Inc. or its affiliates **Armour Automotive** or **Armour Alloys de Mexico** (together "**Armour**") for the purchase of product (**the material**) identified on the face of this Sales Order consists of and is subject to the terms specified on the face of this Sales Order and the terms and conditions set out herein (the **Terms**); together with the Terms and Conditions on the face of the Sales Order, (the **Order**).
2. This Order, together with any documents incorporated herein by reference on the face of the Sales Order, constitutes the sole and entire agreement of sale between both parties with respect to the Order, and supersedes all prior and contemporaneous understandings, agreements, representations, communications, and warranties both written and oral, with respect to the subject matter of the order.
3. In the event of a conflict Armour rejects any terms and conditions inconsistent with these Terms and rejects any other terms proposed by Customer, and the terms and conditions set out herein and on the face of the Sales Order takes precedence and prevail.
4. No modifications to the terms and conditions of this Order shall be valid and binding upon Armour unless in writing and signed by an officer of Armour Alloys Inc. or an employee with explicit authorization to do so. No conditions stated by the Buyer in accepting this Order shall be binding on Armour if in conflict with, inconsistent with, or in addition to the terms and conditions of the Order, unless such Buyer conditions are expressly accepted in writing, signed by an officer, or authorized employee of Armour.
5. Quotations provided to Customer shall not constitute an offer of sale.
6. Any order from Customer to Armour for the supply of Products shall not be binding on Armour until either accepted by Armour in an order confirmation or fulfilled by acceptance of the shipment of the Product(s) identified in the order (an "**Accepted Order**"). These Terms shall also apply to any replacement product provided by Armour to the Buyer hereunder. Any sample provided by Armour is not part of an Accepted Order.

INCOMPLETE ACCEPTED ORDER.

7. Any portion of an Accepted Order which is not filled and shipped as a result of a lack of inventory or due to force majeure as described below, will nevertheless be retained as an Accepted Order and delivered as soon as possible; however, if Armour notifies Customer that such portion cannot be delivered at a later date, the Accepted Order for that portion will be cancelled and Armour Alloys will not incur any liability whatsoever to Customer as a result thereof.

DELIVERY AND PACKAGING

8. Any quoted delivery dates are estimate only. Armour will endeavor to do its best to meet Customer delivery dates but is not obligated to meet such dates and will not be liable to Customer for delays caused by any reason whatsoever. Armour Alloys shall be under no liability for direct or consequential loss or damage to Customer arising from delay or postponement of delivery.
9. Delivery of the product shall be in accordance with the Incoterms 2020, at the location specified on the face of the Sales Order.
10. Where the Incoterm so specified requires Armour to arrange shipping, the Buyer shall provide shipping instructions which shall be commercially reasonable and not inconsistent with the Order. Armour will provide Buyer with all delivery documents, including commercial invoices, packing slips, or bills of lading as applicable, and any other documents necessary to release the product to the Buyer.
11. Armour when requested will provide Buyer with written notice of shipment in advance of the product being delivered.
12. Unless stipulated by the Buyer and included on the face of the Sales Order, or as subsequently agreed upon in writing by any officer of Armour Alloys, or an employee with explicit authorization to do so, Armour Alloys shall determine the safe method of packaging the product for delivery.



13. Any fees, duties, or additional transportation costs, or any other charges connected with shipment caused by fluctuations of fuel prices are the responsibility of Customer and if paid by Armour, shall be reimbursed by Customer to Armour.

RECEIPT AND DELIVERY

14. The Customer has the responsibility and obligation to inspect the product upon delivery and notify Armour within five (5) calendar days following receipt of the Product(s) of any non-conformance of the Product(s) for which a claim will be filed. If Customer fails to notify Armour within five (5) calendar days following receipt of the Product(s), Customer shall be deemed to have accepted the Products.

15. Customer acknowledges and agrees that any shipment of Products varying by up to 10% from the quantity and/or weight specified in the Accepted Order shall be deemed to have fulfilled the quantity and/or weight in the Accepted Order.

NO CANCELLATION:

16. Accepted Orders cannot be cancelled or modified, in whole or in part, without Armour's prior written consent. If Armour agrees to alter or cancel an Accepted Order, Customer shall indemnify Armour against any loss, damage and expense incurred by Armour in relation to the cancellation or alteration of such order, including the cost of return freight, return shipping, items purchased from third parties for inclusion in the Products and all labor costs incurred by Armour in the execution, or part execution of the Product/s.

RETURNS

17. Customer must generate a RMA (*Returns Material Authorization*) form identifying Product(s) to be returned, the quantity and weight, and reason for return, and submit the RMA to Armour for consideration.

18. Product may not be returned for credit without Armour's prior written approval. Armour's approval can be withheld in its sole discretion or Armour can impose terms and conditions for such approval, including but not limited to the imposition of restocking charges.

19. **PRICE INCREASES:** All prices are subject to change without prior notice at any time between our acceptance of an Accepted Order and the date delivery is completed by Armour for any Product Armour allocates to fulfill an Accepted Order.

TAXES:

20. Unless otherwise indicated on the face of this Order, the Buyer acknowledge and agree that the Order price is exclusive of any Goods and Services tax and harmonized sales tax ("GST/HST") imposed under Part IX of the Excise Tax Act (Canada) and any analogous sales taxes payable in a province of Canada or any state in the United States, or Mexico. An amount in respect of any GST/HST and any applicable provincial sales tax payable on the Order price shall be paid by the Buyer to the Seller in addition to the Order price. Armour's failure to charge or collect Applicable Taxes when due shall not relieve Customer of its obligation for payment.

PAYMENT TERMS & CREDIT POLICY:

21. Payment shall be made in accordance with the requirements and timeframes set out on the face of the Sales Order or, where not set out, shall be due and payable no later than thirty (30) days following receipt by the Buyer of the Seller's invoice for the product. Interest at the rate of 2% per month (26.8% per annum) shall apply to all payments not made within the time required by this Order.

22. If payment in full is not received when due on any invoice, or if Customer's credit worthiness is deemed unsatisfactory by Armour at any time, Armour may take, without incurring any liability, one or more of the following actions: (a) impose a service charge maximum rate allowed by applicable law, on any amount past due commencing from the date of such invoice, (b) modify or accelerate payment terms, and/or (c), withhold delivery of Product(s) under any Accepted Order not yet shipped and/or delay, recall or reclaim shipments of Product(s) on route to you or delivered until arrangements satisfactory to Armour are made to secure payment for any outstanding invoice and for all open Accepted Orders. Armour will set and review Customer's credit limit and terms and its discretion from time to time.



TITLE AND RISK.

23. Unless expressly agreed to in writing by Armour, all sales are made on an F.O.B. destination basis and the risk of loss of, or damage to, the Product is assumed by Customer upon arrival of the Product at the point of delivery. Notwithstanding the foregoing, any Product described in an invoice or in an Accepted Order is and will remain the property of Armour Alloys until they are paid for in full. The reference to F.O.B. shall have the same meaning as that ascribed to it by the International Chamber of Commerce in its current edition of Incoterms.

LIMITED WARRANTY:

24. Armour warrants that the Product(s) sold are in conformance with the specifications set out in the order confirmation of the Accepted Order ("**Limited Warranty**"), subject to the permitted allowances set out in Section 25 below. **THIS LIMITED WARRANTY IS IN LIEU OF ALL WARRANTIES, EXPRESSED OR IMPLIED. WE MAKE NO OTHER WARRANTIES, EXPRESSED OR IMPLIED, INCLUDING ANY WARRANTY OF MERCHANTABILITY OR SUITABILITY FOR ANY PARTICULAR USE, OR OF CONFORMANCE OF ANY PRODUCT(S) WITH ANY SAMPLE.**

PRODUCT(S) SOLD BUT NOT MANUFACTURED BY ARMOUR ALLOYS ARE NOT WARRANTED BY ARMOUR ALLOYS, BUT ARE SOLD ONLY WITH THOSE WARRANTIES PROVIDED BY THE MANUFACTURER. THERE ARE NO WARRANTIES WHICH EXTEND BEYOND THE DESCRIPTION ON THE FACE HEREOF.

WARRANTY CLAIMS.

25. Customer must provide a written NC (Non-Conformance) or RMA (Returns Material Authorization) notice to Armour to file a claim in respect to Products received, and such claim shall comply with the procedures and timelines set out in **Armour's Claim Policy**. Armour reserves the right to amend its Claim Policy from time to time and which is incorporated by reference into and shall form part of these Terms and Conditions.

26. In the event of any inconsistency or conflict between these Terms and the Claim Policy, these Terms shall take precedence. Customer's failure to comply with the Claim Policy shall be sufficient grounds for Armour to deny any claim.

FORCE MAJEURE:

27. Armour Alloys shall not be liable or responsible to Customer, nor be deemed to have defaulted or breached this Order, for any failure or delay in fulfilling or performing any Term of this Order when and to the extent such failure or delay is caused by or results from acts or circumstances beyond the reasonable control of Seller including, without limitation, acts of God, flood, fire, earthquake, explosion, governmental actions, war, invasion or hostilities (whether war is declared or not), terrorist threats or acts, riot, or other civil unrest, national emergency, revolution, insurrection, epidemic, lockouts, strikes or other trade actions or disputes (whether or not relating to either party's workforce), or restraints or delays affecting carriers, unavailability of trailers, or inability or delay in obtaining supplies of adequate or suitable materials, materials or telecommunication breakdown or power outage or to any other cause or reason beyond Armour's commercially reasonable control (a "Force Majeure"), notwithstanding that such Force Majeure may have existed at the time of submission or acceptance of an Accepted Order, Armour shall not be liable and any portion of an Accepted Order not filled or shipped will be retained as an Accepted Order and delivered as soon as possible. However, Armour may elect to cancel the Accepted Order with written notification to Customer, without liability, if we believe that the Product(s) will not become available within a reasonable period of time as Armour so determines. Armour also reserves the right to apportion Product(s) among its customers in such manner as Armour considers equitable, and such determination shall be conclusive and binding on Customer without liability to Armour.

LIMITATION OF LIABILITY:

28. Customer acknowledges and agrees that Armour has no liability in contract, tort (including negligence or breach of statutory duty) by statute or otherwise for loss or damage (whether direct or indirect) of profits, opportunity, revenue, goodwill or for any liquidated, indirect, special or consequential loss or damage whatsoever.

TO THE MAXIMUM EXTENT PERMITTED BY LAW, ARMOUR'S LIABILITY UNDER ANY CIRCUMSTANCE AND FOR ANY REASON (SHALL, AT ARMOUR'S OPTION, BE TO REPLACE NON- CONFORMING PRODUCT(S) OR REFUND THE PURCHASE PRICE PAID BU CUSTOER FOR SUCH NON- CONFORMING PRODUCTS AND UNDER NO CIRCUMSTANCE SHALL ARMOUR'S LIABILITY UNDER ANY CONTRACT AND THESE TERMS EXCEED THE TOTAL DOLLAR AMOUNT OF THE PRODUCTS PURCHASED BY CUSTOMER UNDER THE CONTRACT.



COLLECTION CHARGES:

29. Customer shall pay all costs and expenses, including without limitation reasonable attorney's fees and administrative charges Armour incurs in protecting its rights arising out of Customer's failure to perform its obligations to Armour, including without limitation any attempt to collect any amount Customer owes Armour.

GOVERNING LAW; INTERPRETATION

30. The Order shall be governed by and construed under the laws of the Province of Ontario and those federal laws of Canada, as applicable.

31. The Buyer acknowledges that it had the opportunity to obtain independent legal advice and that it has agreed to be bound by this Order on its own accord and the parties agree that the principle of contra proferentem shall not apply to the interpretation of this Order.

32. If any Term of the Order is found to be invalid, illegal, or unenforceable, such invalidity, illegality, or unenforceability shall not affect any other Term of the Order. **CUSTOMER AND ARMOUR KNOWINGLY, VOLUNTARILY, AND INTENTIONALLY WAIVE THE RIGHT TO TRIAL BY JURY IN ANY ACTION OR PROCEEDING ARISING OUT OF ANY SUCH DISPUTE.**

NO RIGHT TO OFF-SET:

33. Each Accepted Order constitutes a separate and distinct contract when accepted by Armour and Customer may not withhold payment of an invoice or offset same, in whole or in part, against sums Customer claims are due it by Armour with respect to another Accepted Order, invoice or for any other cause or reason whatsoever.

RIGHTS ARE NOT EXCLUSIVE:

34. Armour's rights hereunder are in addition to and not in lieu of any other rights and remedies available to Armour at law or in equity.

35. Any claims, disputes, or actions of any kind arising out of or related to this Order shall be resolved, at Armour's option in its sole and absolute discretion, by arbitration in accordance with the Arbitration Act, 1991, SO 1991, c17, as may be amended from time to time, or by the courts of the Province of Ontario. Prior to commencing any action in any court, the Buyer shall first send notice to Armour Alloys seeking Armour's selection of forum and Buyer shall be liable for any reputational damage caused by its failure to do so.

NOTICES:

36. All notices of claims or disputes given by either Customer or Armour with respect to any communications, Accepted Order, or these Terms shall be in writing and shall be delivered to either party, and (i) if intended for Armour at ar@armouralloys.com or sent by (a) first class mail with a copy by certified mail, return receipt requested, postage pre-paid, to its address at the location to which an Accepted Order was placed, and (ii) if to Customer, the address last known to Armour. Notice will be effective the first business day after notice is sent.

WAIVER:

37. No waiver of any rights or provisions of this Order shall be binding on Armour unless set forth in a written waiver signed by Armour. No failure to exercise, or delay in exercising, any right, remedy, power or privilege arising from this Order operates, or may be construed, as a waiver thereof. No single or partial exercise of any right, remedy, power, or privilege hereunder precludes any other or further exercise thereof or the exercise of any other right, remedy, power or privilege, or if Armour accepts a payment while there is breach by Customer. Any such waiver, delay or failure by Armour on one occasion shall not be deemed a waiver by Armour of any future default by Customer or of any future right or remedy available to Customer. The Section, Paragraph and other headings in these Terms are for convenience of reference only, and shall not limit or otherwise affect the meaning of any provision contained in these Terms. The invalidity or enforceability of any provision in these Terms shall in no way affect the validity or enforceability of any other provision.

NO THIRD-PARTY BENEFICIARIES

38. This Order is for the sole benefit of the parties hereto and their respective successors and permitted assigns and nothing herein, express or implies, intended to, or shall confer upon any other person any legal or equitable right, benefit, or remedy of any nature whatsoever.