

TERMS AND CONDITIONS OF PURCHASE

ACCEPTANCE: The purchase order (this "order") issued by Joseph T. Ryerson & Son, Inc. or one of its subsidiaries ("we" or "us") constitutes an offer to the supplier to whom this order is issued ("you") to purchase the articles, materials, services or equipment covered by the order (the "goods") exclusively upon the terms and conditions of purchase set forth below (or incorporated herein by reference) and shall become a binding contract including such terms and conditions upon either issuance of an order acknowledgment by you or substantial performance hereunder by you (this "agreement"). No contrary or additional terms or conditions of sale proposed by you will be accepted by us and any such proposed contrary or additional terms are to be construed as proposals for addition to this agreement which are hereby rejected unless otherwise indicated in a written instrument executed by an authorized officer of us making specific reference to this order and the specific contrary or additional term proposed by you. Your performance pursuant to this order shall be deemed unqualified acceptance of the terms and conditions of purchase set forth below.

1. **Delivery.** Time is of the essence, and delivery shall be made on or before the date specified. If you fail to deliver any goods on or before the date promised, we shall have the right to terminate this order or, if specified in the order, may elect to charge late delivery fees (as liquidated damages and not as penalty). You further agree to notify us in writing within five days from the beginning of any strike, fire, flood, act of God, act of the government, or any other unforeseeable occurrences not due to your fault or negligence, which may cause delay in delivery. In the event of such occurrence we may, if we so desire, terminate this order. Upon our termination of this order pursuant to this paragraph, we shall be liable only for the contract price of goods delivered by the specified date and accepted by us and shall have no liability for any goods not timely delivered. We reserve the right, however, to postpone for a reasonable time shipment by you, and in the event of such postponement, the specified delivery date shall be correspondingly extended. Payment for goods shall not constitute acceptance of them, and goods received by us and rejected shall be held by us at your expense for instruction. The risk of loss of or damage to the goods shall not pass to us until the goods are received by us at the destination specified in this order. Risk of loss of or damage to rejected goods shall pass to you at the time of rejection.

2. **Warranty.** You warrant that all goods (i) will conform to the specifications, drawings, samples, models or other descriptions furnished by us, or furnished by you and approved by us in writing, and (ii) will be of good material and workmanship and free from defect. All warranties survive inspection, tests, acceptance and payment. We, our customer and our agents may visit your facilities, may audit or survey your quality program and may inspect, at any stage in the process of fabrication or manufacture, any goods, no matter where located, made to special specifications.

3. **Price and Payment.** All sales, use, excise, or similar taxes must be itemized separately. No charge for packing, crating, cartage, returnable containers or similar items or services will be accepted and paid by us unless agreed to in writing prior to shipment and itemized separately.

4. **No Patent Infringement.** You warrant that the goods delivered to us, the production, use and sale of the goods, and the performance of services hereunder, will be free from any claims of alleged infringement of patent, copyright, trademark, service mark, trade secret or any other intellectual property right of any other party. If any third party asserts any such claim or allegation against us or our successors, assigns, agents or customers, you shall defend, indemnify and hold harmless us and such other persons from and against any and all costs (including reasonable attorneys' fees incurred), expenses, losses, damages, liabilities, penalties, or judgments relating to such claim or allegation.

5. **Changes.** We reserve the right to make changes in any drawings, specifications or other descriptions relating to this order. In the event such changes reasonably result in any variation in the cost of furnishing the goods ordered, the price of such goods shall be equitably adjusted by mutual agreement. Any claim by you for an equitable adjustment shall be deemed to have been waived unless asserted by you within ten (10) days after receipt of our change order.

6. **Set-Off.** We shall have the right to apply any monies to become due you hereunder toward the payment of any sums which you and/or any of your affiliated or subsidiary companies may now or hereafter owe to us or to any of our affiliated or subsidiary companies.

7. **Materials of Buyers.** Any material we furnish you (e.g., drawings, sketches, blueprints, specifications, designs, models, tools, molds, jigs, dies, patterns and other materials furnished or paid for by us) in connection with this order shall remain our property, shall be held by you as bailee, and shall be used only in filling our orders and shall be delivered to us or otherwise disposed of in accordance with our instructions upon completion, termination, or cancellation of this order or upon our demand prior thereto. You assume all risk and liability for loss of or damage to such material in your custody or control, except for normal wear and tear, and you agree to pay the market price of any such material that is destroyed, spoiled or damaged while in your possession or control or that is not returned to us in a satisfactory condition, regardless of whether or not you are at fault. Unusual quantities of spoiled material must be reported to us promptly, and you agree to furnish us reports regarding scrap upon our request.

8. **Machinery Tool and Equipment.** Except as may be otherwise expressly stated herein, or agreed in writing, you agree to furnish at your own expense all machinery, tools and other equipment necessary to perform this order. Any machinery, tools or other equipment which may be loaned by us to you in connection with the performance of this order shall remain our property and be subject to our directions, and you agree to maintain the same in good working condition and repair, being responsible for any loss or damage thereto, regardless of whether or not you are at fault, and to return the same to us in as good condition as when received by you, normal wear and tear excepted.

9. **Confidentiality.** All data and other information obtained by you from us in connection with this agreement shall be held in strict confidence by you and used solely for the purposes originally intended in connection with this agreement. You shall treat such data and information with the same degree of confidence that you use to protect your own proprietary or confidential information (but not less than a reasonable standard of care) and shall ensure that each of your employees to whom such data or information is known is bound to maintain the confidentiality of such data or information. You agree that you will not, without our prior written consent, advertise or publish in any manner the fact that you have contracted to furnish the goods or services herein ordered. Your failure to comply with this paragraph shall give us the right to cancel this agreement without liability. Your obligations set forth in this paragraph shall survive the termination of the agreement.

10. **Indemnity.** You agree to indemnify and hold harmless us, our successors, assigns, agents and customers, and users of the goods against all loss, damage or liability (including without limitation, costs, expenses, and attorneys' fees) arising out of or relating to this agreement or the goods or services provided by you. It is specifically agreed that you shall, upon our demand, defend and/or indemnify us from any claim based in whole or in part upon your fault, whether or not it is based in part upon our fault, provided however, that you shall be entitled to contribution from us of such share of any damages awarded to plaintiff/claimant as are attributable to our sole negligence, misrepresentation or breach of any warranty made solely by us to such plaintiff/claimant without your express or implied consent.

11. Termination. We reserve the right to terminate this order in whole or in part by giving you notice in writing at any time prior to your completion of the work to be performed. Upon receipt of such notice you agree to stop all work hereunder except as we may otherwise direct. In the event of termination under this paragraph, settlement between you and us shall consist solely of our payment of your costs, determined in accordance with standard cost accounting practice, or upon such other terms and condition as are mutually satisfactory.

12. Government Contract. If this order indicates that it is placed under a United States government contract or a subcontract thereunder, the clauses contained in the Armed Services Procurement Regulations, as presently in effect, and Executive Order #11246 are hereby incorporated herein to the extent that they are required to be included herein by any federal statute or regulation by the terms of such contract or subcontract. You agree not to discriminate against any employee or applicant for employment because of race, color, religion, sex or national origin.

13. Compliance with Laws. You warrant that the production of the goods and your performance of this agreement will comply with all applicable federal, state and local laws, regulations, orders and other directives issued pursuant thereto, including without limitation the Fair Labor Standards Acts of 1938, as amended.

14. Conflict Minerals. You shall disclose any "Conflict Minerals" included in the products, components, or materials supplied, manufactured or contracted to be manufactured by you for us under this agreement. The term "Conflict Minerals" shall have the meaning ascribed to it under Section 1502 of the Dodd-Frank Wall Street Reform and Consumer Protection Act, meaning wolframite, cassiterite, columbite-tantalite (coltan), gold and their derivative metals: tantalum, tin and tungsten. Such information shall be disclosed to us in a form satisfactory to us, prior to the time of delivery of materials, components, or products to us. You shall obtain our prior written consent before providing any materials, components, or products to us that include Conflict Minerals that originated from the Democratic Republic of Congo ("DRC") or the nine adjoining conflict countries; Angola, Burundi, Central African Republic, the Republic of the Congo, Rwanda, South Sudan, Tanzania, Uganda, and Zambia. You shall maintain effective accounting procedures, internal controls and audit procedures necessary to verify that any Conflict Minerals included in materials, components, or products provided to us did not originate from the DRC or the nine adjoining countries, and to verify compliance with this paragraph. We shall be permitted to audit such records as reasonably necessary to confirm your compliance with this paragraph. You shall indemnify and hold us harmless for all fines, penalties, expenses or other losses sustained by us as a result of your breach of this paragraph.

15. Rights and Remedies. Our rights and remedies set forth in this agreement shall not be exclusive but shall be cumulative and in addition to all other rights and remedies available to us in law or equity.

16. Assignment. You shall not assign this agreement or any purchase order in whole or in part or any interest in either without our prior express written consent and any purported assignment made without such consent shall be void.

17. Non-Waiver. Our inspector's receipt does not release you from liability for any errors or defects discovered after delivery. We may only waive a breach of a provision of this agreement in a writing specifically referencing such intent and no waiver shall constitute or be deemed to be a waiver of any other breach or other provision of this agreement.

18. Taxes. All applicable taxes shall be to your account, unless otherwise agreed by us in writing.

19. Headings. The headings of the paragraphs have been inserted for convenience and reference only and do not affect the interpretation of any of the terms and conditions hereunder.

20. Entire Agreement. The terms set forth in this order, the terms and conditions of purchase and, if applicable, our general conditions (for on-site contractors), constitute the sole terms and conditions of the agreement between you and us with respect to the goods and the other subject matter hereof and thereof. No other terms, conditions or understandings, whether oral or written shall be binding upon us unless hereafter made in writing and signed by our authorized representative. We specifically object to any different terms in any document or writing prepared or furnished by you. To the extent of any inconsistency between the terms of the order, the terms and conditions of purchase, and our general conditions (for on-site contractors), the terms of such documents shall control in the following order of precedence: (i) the terms and conditions of purchase, (ii) our general conditions (for on-site contractors), and (iii) the order.