

RYERSON TERMS AND CONDITIONS OF PURCHASE

By selling goods or services to Joseph T. Ryerson & Son, Inc. or one of its subsidiaries (herein, "Buyer"), Seller (defined below) confirms that the following Terms and Conditions of Purchase apply to purchases by Buyer. These Terms and Conditions of Purchase apply to all purchase orders or orders issued by Buyer to Seller or statements of work or agreements entered into by Buyer with Seller whether in electronic, phone, paper, verbal or any other form, and any such purchase order, order, statement of work or agreement together with these Terms and Conditions of Purchase are collectively referred to herein as the "Purchase Agreement." The Purchase Agreement become a binding agreement between Buyer and Seller upon acceptance of the Purchase Agreement by Seller or upon the commencement of performance by Seller.

The term "Seller" means the party providing goods or services to Buyer. The term "Goods" refers to all materials, supplies, equipment, parts, accessories and other items to be sold to Buyer. The term "Services" refers to all services of any nature whatsoever ordered or required by Buyer, including any work product thereof.

Acceptance of the Purchase Agreement and Seller's performance hereunder is expressly limited to the terms and conditions contained in the Purchase Agreement. Buyer shall not be bound by any provisions in Seller's order acknowledgement or acceptance forms or other documents, electronic or otherwise (including counter offers) which propose any terms or conditions in addition to or differing from the terms and conditions set forth in the Purchase Agreement, and any such terms and conditions of Seller and any other modification to the Purchase Agreement shall have no force or effect and shall not constitute any part of the terms and conditions of purchase, except to the extent separately and specifically agreed to in writing by Buyer. Buyer's acceptance of the Goods and Services, or failure to object to provisions contained in Seller's documents shall not be deemed a waiver of the terms and conditions set forth in the Purchase Agreement, which shall constitute the entire agreement between the parties. NO AMENDMENT, DELETION, SUPPLEMENT OR CHANGE IN TERMS AND CONDITIONS CONTAINED HEREIN SHALL BE BINDING ON BUYER UNLESS EXPRESSLY APPROVED IN WRITING BY BUYER.

1. **INVOICING.** Seller agrees to submit an invoice with each shipment or upon completion of Services showing the Purchase Agreement number. Unless otherwise mutually agreed in writing, payment shall be due 60 days from the date of each invoice. The period of any cash discount period available to Buyer will date from the date of the invoice. No charge will be made for packing, crating, cartage, returnable containers, packaging, skid charges, fuel surcharges, energy surcharges, cut charges, or similar items or services or other accessorial charges unless so stated on the Purchase Agreement and invoiced separately. All sales, use, excise, or similar taxes must be itemized separately. All applicable taxes shall be Seller's responsibility unless otherwise agreed by Buyer in writing.
2. **TITLE.** Title to the Goods purchased by Buyer pursuant to the Purchase Agreement remains with Seller until the Goods are off-loaded at Buyer's facility or site otherwise specified in the Purchase Agreement. In all cases Seller bears all risks of loss or damage in transit. Title to work product or deliverables ("Deliverables") of Services will pass to Buyer upon Buyer's acceptance of the work product or Deliverables; except, however, for any work product or Deliverables of Services that are affixed to Buyer's equipment or premises, in which case title to the work product or Deliverables will pass to Buyer upon affixation. Risk of loss of the Deliverables will pass to Buyer upon Buyer's final acceptance of the Deliverable.
3. **PRICE.** The price for the Goods or Services is the price shown in the Purchase Agreement unless otherwise agreed in writing by the parties. Unless Buyer otherwise expressly consents in writing, the price shown in the Purchase Agreement is the limit of the liability of Buyer.
4. **INSPECTION OF GOODS.** The Buyer has the right to inspect the Goods on or after the delivery date. Buyer, at its sole option, may inspect all or a sample of the Goods, and may reject all or any portion of the Goods if it determines that the Goods are nonconforming or defective. If Buyer rejects any portion of the Goods, Buyer has the right, effective upon written notice to Seller, to: (a) rescind the Purchase Agreement in its entirety; (b) accept the Goods at a reasonably reduced price; or (c) reject the Goods and require replacement of the rejected Goods. If Buyer requires replacement of the Goods, Seller shall, at its expense, promptly, but in any case within ten (10) business days, replace the nonconforming Goods and pay for all related expenses, including, but not limited to, transportation charges for the return of the defective Goods and the delivery of replacement Goods. If Seller fails to timely deliver replacement Goods, Buyer may replace them with goods from a third party and charge Seller the cost thereof and terminate the Purchase Agreement for cause. Buyer reserves the right, at Seller's expense, to inspect before shipment, or during the process of manufacture, any Goods. In the event of nonconformity with respect to Goods

or Services where Seller has processed, fabricated, welded, assembled, painted or completed similar work to or using materials provided by Buyer, Seller shall at its sole cost and expense (including the expense of freight): (1) use reasonable efforts to remedy the nonconformity within ten (10) business days at no additional cost to Buyer by reworking such materials to remove any defects in Seller's workmanship, or (2) credit Buyer's account for the replacement cost of such materials if such rework is not possible. "Replacement cost" shall mean the higher of Buyer's cost of such materials or the fair market value at the time the material becomes available to be reworked.

5. **OWNERSHIP OF WORK PRODUCT.** All work product, Deliverables, and materials that are conceived, developed, and/or delivered by Seller in the course of performing the Services, providing the Goods, or otherwise pursuant to the Purchase Agreement shall constitute a "work made for hire," and shall be owned exclusively by Buyer. Neither Seller nor any of Seller's personnel (including independent contractors) shall have any right in or to the work product, Deliverables and materials. To the extent any work product, Deliverable or material is not deemed a "work made for hire" under applicable law, Seller shall assign, and hereby perpetually and irrevocably assigns, to Buyer, all its right, title and interest in and to the work product, Deliverables and materials (and all future modifications, derivative works and improvements thereto) throughout the world, including all uses in all media now known or in the future developed in any jurisdiction and all lawful means and forms of exploitation now known or in the future developed in any jurisdiction. Seller and each Seller personnel hereby waives, and agrees not to assert, any rights, including any moral rights (such as the right of attribution and authorship) or limitation on subsequent modification, that they may have in the work product, Deliverables and materials. Seller agrees to promptly execute, and cause its personnel to execute, any documents and take any other action that Buyer may need to perfect Buyer's ownership interest in the work product, Deliverables and materials, including execution of assignment agreements.

6. **INTELLECTUAL PROPERTY.** Seller grants to Buyer and its parents, subsidiaries, and affiliates and its and their successors and assigns a perpetual, transferable, royalty free license to practice or use in connection with the Services and Deliverables any and all intellectual property rights held by Seller. Seller will acquire no right, title, interest or license in any of Buyer's intellectual property (including intellectual property of Buyer's parents, subsidiaries and affiliates) that is disclosed or otherwise made available to Seller and may only use such intellectual property solely for the performance of the Services and the preparation, manufacture, fabrication, construction and delivery of the Deliverables or Goods and for no other purpose.

7. **INTELLECTUAL PROPERTY INDEMNIFICATION.** Seller warrants that the Goods delivered to, or Services performed for, Buyer, and the production, use and sale of the Goods or Services, and any work product thereof and Deliverables, 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 Buyer and its parents, subsidiaries and affiliates or its and their successors and assigns, Seller shall defend, indemnify and hold harmless Buyer 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, or arising from, such violation, claim or allegation.

8. **WARRANTY.**

- a. Seller expressly warrants that all Goods furnished pursuant to the Purchase Agreement will be free from (i) defects in material and workmanship, (ii) design defects, if of Seller's design, (iii) any contamination by radioactive material and (iv) any liens or encumbrances on title of any kind. Further, Seller warrants all Goods will (i) conform to all specifications, drawings, samples, models, descriptions, or performance criteria, (ii) be merchantable, and (iii) if Seller has knowledge of Buyer's intended use, be fit for such use. Seller also warrants that any material test reports, mill test reports or mill or material certifications provided with respect to Goods shall be correct and accurate. Any Seller of metal shall also comply with the Ryerson General Instruction Specification M-200 found at ryerson.com. If it appears, within one year of the date of delivery, that the Goods delivered hereunder do not meet the warranties specified above, Seller shall, upon Buyer's notice and at Buyer's option, provide a refund or credit for any defective Goods or correct any defect either by repair or replacement of the defective Goods subject to the approval of Buyer, at Seller's expense, provided that Buyer's continued use of said defective Goods pending repair or replacement shall not constitute a waiver by Buyer under the Purchase Agreement.
- b. Seller shall perform the Services in a good and workmanlike manner, exercising the knowledge, skill and care of a person or persons expert in the performance of similar services but in no event less than a reasonable level of knowledge, skill and care and using competent, properly trained, properly certified, properly accredited, properly licensed, properly skilled and suitably experienced personnel. Seller warrants that the

Services and Deliverables will: (a) conform to the specifications; (b) be free from defects; (c) be merchantable; and (d) if Seller has knowledge of Buyer's intended use, be fit for such use. Seller warrants that the Services and Deliverables will be free and clear of all liens and encumbrances and that Seller shall transfer to Buyer, at the time title to the Services and Deliverables passes, good and marketable title to the same. The covenants and warranties by Seller set forth herein will survive any inspection, testing, delivery or acceptance of, or payment by Buyer for, the Services and the Deliverables. In the event that Buyer finds, in its sole discretion, the Services and/or Deliverables to be unacceptable, and not meeting the warranty herein (cumulatively, a "Rejection"), Seller shall correct the deficiencies and resubmit the corrected Deliverables and/or Services, as applicable, within ten (10) days of notice of Rejection, or within such other correction period as may be specified in the Purchase Agreement, for further testing by Buyer for an additional thirty (30) day period. If the Deliverables and/or Services continue not to meet Buyer's requirements, Buyer may, at its option and in its sole discretion, and without limiting any of its other rights or remedies under the Purchase Agreement, at law, or in equity, (a) provide Seller with an additional amount of time as determined by Buyer in its sole discretion to cure the outstanding defect, (b) accept the Deliverables and/or Services, as applicable, upon the condition that Seller correct the nonconformities in accordance with a remediation plan approved in writing by Buyer, or (c) terminate the Purchase Agreement for cause in whole or in part, and without liability of any kind with respect to such termination, as of a date specified in a written notice of termination from Buyer to Seller, in which case Seller shall promptly, and in all events within thirty (30) days of receipt of the notice of termination, refund to Buyer the monies paid by Buyer to Seller for the defective Deliverables and/or Services. All warranties survive inspection, tests, acceptance and payment.

9. **TIME.** Time is of the essence and deliveries shall be made on or before the date specified. Buyer (a) reserves the right to cancel the Purchase Agreement or any portion thereof without penalty in the event that deliveries are not made within the specified time, without liability for deliveries previously made and accepted by Buyer or, (b) if specified in the Purchase Agreement, may elect to charge late delivery fees (as liquidated damages and not as a penalty). Seller further agrees to notify Buyer in writing promptly, but in any event within five days from the initial occurrence, of any force majeure event, strike, fire, flood, act of God, act of the government, or any other unforeseeable occurrences not due to Seller's fault or negligence, which may cause delay in delivery. In the event of such occurrence, Buyer may, if it so desires, terminate the Purchase Agreement. Upon Buyer's termination of the Purchase Agreement pursuant to this paragraph, Buyer shall be liable only for the contract price of Goods or Services delivered by the specified date and accepted by Buyer and shall have no liability for any Goods or Services not timely delivered. Buyer reserves the right, however, to postpone for a reasonable time shipment by Seller, and in the event of such postponement, the specified delivery date shall be correspondingly extended.

10. **CHANGES.** Buyer shall have the right at any time to make changes in drawings, designs, specifications, descriptions, materials, packaging, time and place of delivery and method of transportation. If any such changes cause an increase or decrease in the costs, or the time required for the performance by Seller, an equitable adjustment shall be made by Buyer and the Purchase Agreement shall be modified in writing accordingly. Seller agrees to accept any such adjustments made by Buyer pursuant to this paragraph.

11. **ASSIGNMENT AND SUBCONTRACTING.** Seller may not delegate, assign, transfer, or grant any security interest over all or any part of the Purchase Agreement, nor sub-contract or novate any or all of its obligations under the Purchase Agreement without Buyer's prior written consent and any purported assignment made without such consent shall be void. Buyer may assign, transfer, or grant any security interest over, all or any part of the Purchase Agreement, or sub-contract or novate any or all of its obligations under the Purchase Agreement without Seller's consent.

12. **COMPLIANCE WITH LAWS.** Seller warrants that it is, and the production and sale of the Goods and the performance and sale of the Services are and will be, in compliance with all applicable foreign, federal, state and local laws, regulations, ordinances and orders and other directives issued pursuant thereto. Seller has and shall maintain in effect all the licenses, permissions, authorizations, consents and permits that it needs to carry out its obligations under the Purchase Agreement. Seller shall comply with all export and import laws of all countries involved in the sale of Goods under the Purchase Agreement. Seller assumes all responsibility for shipments of Goods requiring any government import clearance. Buyer may, without liability, terminate the Purchase Agreement if any government authority imposes antidumping duties, countervailing duties or any retaliatory duties on the Goods.

13. SAFETY. If any of Seller's or any of its subcontractor's employees, agents, or representatives ("Seller Personnel") enter Buyer's premises, Seller shall ensure that such Seller Personnel abide by and follow all laws and all health, safety, and other policies, rules and regulations established by Buyer. Seller will be fully responsible for the conduct of Seller Personnel while on Buyer's premises. Seller shall fully indemnify and hold harmless Buyer and its parents, subsidiaries and affiliates or its and their successors and assigns from and against and waives all claims resulting from or arising out of any bodily injury or death or property damage with respect to any Seller Personnel sustained upon Buyer's premises. Seller agrees to and will ensure that Seller Personnel follow the Contractor Safety Agreement attached hereto as Appendix 1 when any onsite work is performed on or in any Joseph T. Ryerson & Son, Inc. facility or the facilities of its divisions or subsidiary companies.

14. INSURANCE. Unless an authorized representative of Buyer instructs Seller otherwise in writing, Seller will maintain during the term of the Purchase Agreement insurance policies described hereafter. Seller shall, upon Buyer's request, furnish Buyer with certificates of insurance evidencing the required coverages, conditions and limits required by the Purchase Agreement. The insurance policies, except those for workers compensation or professional liability, must be endorsed to name Buyer as an additional named insured. In the event any insurance policies required by the Purchase Agreement are written on a "claims made" basis, coverage will extend for two years past completion and acceptance of Seller's Goods, work, Services, Deliverables, equipment, or materials and must be evidenced by annual certificates of insurance. The insurance policies must be endorsed stating that they will not expire or be cancelled, suspended, voided or materially changed without 30 days written notice by certified mail to Buyer at Joseph T. Ryerson & Son, Inc., 227 W. Monroe St., 27th Floor, Chicago, IL 60606, Attn: General Counsel. Seller's insurance must be primary, any insurance or self-insurance maintained by Buyer may not contribute to it, and Seller waives subrogation against Buyer's insurance. Insurance coverage required under the Purchase Agreement is: commercial general liability insurance with a limit of not less than \$2,000,000 per occurrence for bodily injury, property damage, personal injury, products, and completed operations, and blanket contractual coverage, including but not limited to, the liability assumed under the indemnification provisions of the Purchase Agreement; automobile liability insurance with a combined single limit for bodily injury and property damage of not less than \$2,000,000 each occurrence with respect to Seller's owned, hired, and non-owned vehicles; workers' compensation insurance with limits statutorily required by any applicable federal or state law and employer's liability insurance of not less than \$100,000 for each accident or claim, \$100,000 disease for each employee, and \$500,000 disease policy limit; and, if applicable, professional liability insurance covering acts, errors, mistakes, and omissions arising out of the work or Services performed by Seller, or any person employed by Seller, with a limit of not less than \$2,000,000 for each claim.

15. INDEMNIFICATION. Seller agrees to defend, indemnify and hold harmless Buyer, its parents, subsidiaries and affiliates or its and their successors, assigns, agents and customers, and users of the Goods, Services or Deliverables, from and against all demands, claims, suits, costs of defense, liabilities and other expenses (including attorneys' fees) for losses or damages, damage to property, and injury to or death of any person in any way arising from, or relating to, Seller's breach of any of the terms of the Purchase Agreement or the furnishing of any Goods, Services or Deliverables provided under the Purchase Agreement. This indemnification shall be in addition to the warranty obligations of Seller.

16. MATERIALS OF BUYER. Any material furnished by Buyer to Seller (e.g., drawings, sketches, blueprints, specifications, designs, models, tools, molds, jigs, dies, patterns and other materials furnished or paid for by Buyer) in connection with the Purchase Agreement shall remain Buyer's property, shall be held by Seller as bailee, and shall be used only in filling Buyer's orders and shall be delivered to Buyer or otherwise disposed of in accordance with Buyer's instructions upon completion, termination, or cancellation of the Purchase Agreement or upon Buyer's demand prior thereto. Seller assumes all risk and liability for loss of or damage to such material in Seller's custody or control, except for normal wear and tear, and Seller agrees to pay the market price of any such material that is destroyed, spoiled, or damaged while in Seller's possession or control or that is not returned to Buyer in a satisfactory condition, regardless of whether Seller is at fault. Unusual quantities of spoiled material must be reported to Buyer promptly, and Seller agrees to furnish Buyer reports regarding scrap upon Buyer's request.

17. MACHINERY TOOL AND EQUIPMENT. Except as may be otherwise expressly stated in the Purchase Agreement, or agreed in writing, Seller agrees to furnish at Seller's expense all machinery, tools and other equipment necessary for its performance under the Purchase Agreement. Any machinery, tools or other equipment which may be loaned by Buyer to Seller in connection with Seller's performance shall remain Buyer's property and be subject

to Buyer's directions, and Seller agrees to maintain the same in good working condition and repair, being responsible for any loss or damage thereto, regardless of whether or not Seller is at fault, and to return the same to Buyer in as good condition as when received by Seller, normal wear and tear excepted.

18. **GOVERNMENT CONTRACT.** If the Purchase Agreement 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. Seller agrees not to discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin.

19. **CONFIDENTIALITY.** Seller shall not use or disclose any data, designs, or other information belonging to or supplied by or on behalf of Buyer for any purpose other than to fulfill the Purchase Agreement. Upon completion by Seller of its obligations under the Purchase Agreement or upon Buyer's request, such data, designs and other information or any copies thereof shall be returned to Buyer. Where in accordance with Buyer's written authorization, Buyer's data, designs or other information is furnished to Seller's suppliers for procurement of supplies by Seller for use in the performance of the Purchase Agreement, Seller shall insert the substance of this provision in its own purchase order or agreement with its supplier. The Purchase Agreement is confidential, and Seller shall not, without prior written consent of Buyer, disclose any information relative to or derived under the Purchase Agreement, except as may be required to ensure performance or by law. Unless otherwise authorized by Buyer in writing, Seller shall not advertise or publish the fact that Seller has contracted to furnish Buyer the Goods or Services.

20. **RIGHT OF ACCESS.** Seller will permit Buyer, Buyer's customer, and government agencies to conduct such inspections and audits at Seller's facilities or Seller's subcontractor's facilities, and of Seller's processes as may be required to verify compliance with the Purchase Agreement requirements. Such assistance as may be reasonably required to accomplish these inspections will be furnished by Seller without cost to Buyer or Buyer's customer.

21. **TRANSITION ASSISTANCE.** At any time, immediately upon request by Buyer or upon termination or expiration of the Purchase Agreement, Seller shall provide Buyer with such assistance requested by Buyer to transition the Goods, Services and/or Deliverables to Buyer or a designated third-party service provider or supplier of Buyer.

22. **TERMINATION AND CUMULATIVE REMEDIES.** Buyer reserves the right to cancel the Purchase Agreement or any part thereof without penalty if Seller breaches any of the terms hereof. In addition, Buyer may terminate the Purchase Agreement in whole or in part for convenience by giving Seller notice in writing at any time prior to Seller's completion of the work to be performed. Upon receipt of such notice, Seller agrees to stop all work hereunder except as Buyer may otherwise direct. In the event of such termination for convenience, settlement between Seller and Buyer shall consist solely of Buyer's payment of Seller's costs, determined in accordance with standard cost accounting practice, or as mutually agreed by the parties. The rights and remedies under the Purchase Agreement are cumulative and are in addition to and not in substitution for any other rights and remedies available at law or in equity or otherwise.

23. **EFFECT OF INVALIDITY.** The invalidity in whole or in part of any provision of the Purchase Agreement shall not affect the validity of any other provision.

24. **RELATIONSHIP OF THE PARTIES.** The relationship of the parties is that of independent contractors. Neither party shall be deemed to be the legal representative, agent, or employee of the other.

25. **WAIVER; SET OFF.** Buyer shall not, by any act, delay, omission or otherwise, be deemed to have waived any of its rights or remedies under the Purchase Agreement, and no waiver whatever shall be valid as against Buyer unless in writing, signed by an authorized representative of Buyer, and then only to the extent set forth therein. Buyer's waiver of any right or remedy under the terms of the Purchase Agreement on any one occasion shall not be construed as a waiver of any right or remedy which Buyer would otherwise have on a future occasion. Without prejudice to any other rights or remedies Buyer may have, Seller agrees that Buyer shall have the right to set off against amounts which may become payable by Buyer to Seller under this contract or otherwise, any present or future indebtedness of Seller to Buyer.

26. **JURISDICTION AND VENUE.** The Purchase Agreement and all other agreements with respect to any and all purchases by Buyer shall be governed by Illinois law, and the state or federal courts located in Cook County, Illinois, shall have exclusive jurisdiction with respect to any disputes related hereto or thereto, which jurisdiction may be waived at Buyer's sole discretion.

27. LIMITATION OF LIABILITY. TO THE EXTENT ENFORCEABLE UNDER APPLICABLE LAW, (A) IN NO EVENT SHALL BUYER BE LIABLE TO SELLER OR TO ANY OTHER PERSON OR ENTITY IN CONTRACT, TORT OR ANY OTHER LEGAL THEORY, FOR ANY INDIRECT, PUNITIVE, EXEMPLARY, INCIDENTAL OR CONSEQUENTIAL DAMAGES OF ANY NATURE RELATING TO ANY MATTER ARISING OUT OF THE PURCHASE AGREEMENT, EVEN IF BUYER SHALL HAVE BEEN INFORMED OF THE POSSIBILITY OF SUCH DAMAGES, AND (B) IN NO EVENT SHALL BUYER'S MAXIMUM AGGREGATE LIABILITY TO SELLER OR TO ANY OTHER PERSON OR ENTITY FOR ANY MATTER ARISING OUT OF THE PURCHASE AGREEMENT EXCEED THE TOTAL FEES PAID BY BUYER TO SELLER UNDER THE PURCHASE AGREEMENT IN THE MONTH PRECEDING THE CLAIM. THE FOREGOING LIMITATION OF LIABILITY SHALL NOT APPLY TO THE EXTENT PROHIBITED BY APPLICABLE LAW WITH RESPECT TO LIABILITY FOR PERSONAL INJURY OR DEATH.

28. CONFLICT MINERALS; SANCTIONED METALS. Seller shall disclose any "Conflict Minerals" included in the products, components, or materials supplied, manufactured or contracted to be manufactured by Seller for Buyer under the Purchase Agreement and will promptly respond to any requests from Buyer or its compliance partner, Assent Compliance, Inc. ("Assent") for such information. 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 Buyer in a form satisfactory to Buyer, prior to the time of delivery of materials, components, or products to Buyer. Seller shall obtain Buyer's prior written consent before providing any materials, components, or products to Buyer 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. Seller 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 Seller did not originate from the DRC or the nine adjoining countries, and to verify compliance with this paragraph. In addition, Seller represents and warrants that it will not supply metal to Buyer as prohibited by the U.S. Government, including metal that has been sourced on or after February 21, 2022 directly or indirectly from Russia or the DNR or LNR regions (Donetsk and Luhansk People's Republics) of Ukraine or such other regions of Ukraine as may be determined by the Secretary of the Treasury in consultation with the Secretary of State or Belarus. Seller shall be permitted to audit such records as reasonably necessary to confirm Seller's compliance with this paragraph. Seller shall indemnify Buyer for and hold Buyer harmless from all fines, penalties, expenses or other losses sustained by Buyer as a result of Seller's breach of this paragraph.

29. COMPLIANCE WITH HUMAN RIGHTS POLICY. Seller agrees that it (i) will not, directly or indirectly, use forced labor or any forms of human trafficking and (ii) will comply with Buyer's Human Rights Policy Statement as set forth on Buyer's website at www.ryerson.com. Seller further agrees to ensure that its suppliers will do the same.

30. DUE DILIGENCE FOR COMPLIANCE WITH LAWS/POLICIES. Seller will provide any requested evidence of compliance to our data partner Assent using the requested industry standardized formats. These declarations will be provided on a timely basis, within 15 business days, from the date of request and Seller agrees to respond to and support fulfillment of the declaration and to respond to any requests for feedback or notifications of errors.

APPENDIX 1

Contractor Safety Agreement

All contractors and their sub-contractors must agree to and follow this written safety agreement before any onsite work is performed on / in any Joseph T. Ryerson & Son, Inc. facilities, divisions, or subsidiary companies (the "Company"). Failure to follow this agreement could lead to contract termination and preclude future contract awards. Any portion of this document that is not completely understood should be referred to the location management for clarification. All contractors working at our facilities are responsible for "Self-Compliance Monitoring" of their crews and any of their sub-contractors.

1. All work activities must comply with the latest edition of Federal 29 CFR 1910 & 1926 (OSHA), Company policies, and all other state, provincial or local codes. It is the Contractor's responsibility to research and apply local codes.
2. All completed items must conform to the guiding OSHA regulations and all other applicable state, provincial or local codes that pertain to the work completed. (NEC, UBC, Pressure vessels, etc.)
3. The Contractor is to ensure that they understand the facility's Emergency Plan before they begin their contracted site work. The facility management is required to review the Emergency Plan with the Contractor before any work commences.
4. The Contractor acknowledges that the Company has reviewed with the Contractor all known relative hazards that may be encountered during the course of the work.
5. The Contractor shall provide the Company with the following:
 - a. Contractor's Health and Safety Plan
 - b. Copy of the SDS for all chemicals brought onto Company premises.
 - c. Written explanation by the Contractor to the Company of any other potential hazards they may be encountering during the course of the contract activity.
6. Personal Protective Equipment (PPE) must be worn when working on the Company premises. Location PPE requirements will apply and shall be reviewed with the contractor prior to commencement of work. All contractors and subcontractors shall wear steel-toed safety shoes that meet the ANSI or ASTM standard. Location management may further require the wearing of metatarsal protection if a risk assessment of the work to be performed identifies the need. The contractor is responsible for making certain all subcontractors adhere to these requirements.
7. While working on or near the Company's equipment or electrical systems, all provisions of the OSHA Lock-out / Tag-out ("LOTO") & electrical standards apply. It is the Contractor's responsibility to check with the local management for any specific LOTO procedures on the equipment being locked out. In addition, if the Contractor is working on energized equipment, any power distribution unit, or high voltage equipment, they will provide two employees to perform the work.
8. Contractors are NOT allowed to use any Company equipment or tools. This includes, but is not limited to, scissor lifts, forklifts, articulated boom lifts and maintenance tools. Contractors are expected to provide and use their own equipment and tools.
9. If any Contractor owned overhead crane, lift truck, articulated boom lift or other mobile equipment is being used by the Contractor, current operator certification shall be available upon request, and it is the Contractor's requirement to keep these certifications up to date.
10. Fall protection equipment and practices meeting OSHA standards shall be followed on any job being performed at a height of four feet or more above the floor where standard handrails do not protect the employee. For overhead crane areas, contractors shall communicate their work schedules to local

management prior to any work being performed above four feet. For work conducted at heights, the Contractor will provide a minimum of two contractor employees.

11. If the Contractor is performing Hot Work or any work in a confined space, the Contractor must follow the Company's policy and consult with the Company's local management before performing the work.
12. If the Contractor is performing permit required confined space work, the Contractor will provide their own supervisor, entrant, attendant and means of rescue.
13. Prior to beginning work, a review of potential pollution or excessive dusting exposure must be reviewed with the Company's local management to ensure that control measures are in place.
14. The Contractor ensures that each contract employee is trained in safe work practices necessary to safely perform his/her job.
15. General Liability Insurance: Contractor acknowledges that it has the insurance coverage listed below as appropriate and requested by the facility. Certificates of insurance shall be provided to the Company.
 - A. Minor projects and maintenance (janitorial, office equipment repair, landscaping) shall require 1 million dollars of liability insurance coverage.
 - B. Intermediate sized projects (crane maintenance, lift truck maintenance) shall require 2 million dollars of liability insurance coverage.
 - C. For major projects, the required liability insurance limits will be set specifically for that project by the Corporate Operations Group after consultation with the legal department. Major projects will require Ryerson to be named as an "additional named insured" on the contractor's insurance policy.
16. Workers Compensation and Employer Liability Insurance: On all projects, Contractors shall carry (a) workers' compensation insurance in the minimum amount required by federal and state statutes having jurisdiction of contractor's employees engaged in the performance of the services, and (b) employer liability insurance of not less than \$250,000.