

TERMS AND CONDITIONS

These Terms and Conditions govern all purchase orders, work orders, and similar communications issued by Commercial Metals Company ("Buyer") to any supplier ("Supplier") for the purchase of goods or services, unless superseded by a signed Master Agreement between the parties. Where the parties have executed a signed Master Agreement, such Master Agreement takes precedence over these Terms and Conditions in the event of any direct conflict. Each Purchase Order, together with these Terms and Conditions (or applicable Master Agreement), contains the entire understanding between Buyer and Supplier with respect to the specific Materials or Services described therein, and supersedes all prior or contemporaneous communications, agreements, proposals, negotiations, representations, and understandings between the parties relating to such purchase. Any terms or conditions proposed by Supplier in any acknowledgment, invoice, shipping document, or other communication that are inconsistent with or in addition to these Terms and Conditions are hereby rejected by Buyer and will not be binding on Buyer. These Terms and Conditions may be amended, waived, or modified only by an instrument in writing signed by both Buyer and Supplier. No course of dealing, course of performance, or usage of trade shall modify these Terms and Conditions.

Where the parties have executed a separate written Master Agreement governing purchases of Materials or Services, these Terms and Conditions shall supplement, and be read in conjunction with, such Master Agreement, with the Master Agreement taking precedence in the event of any direct conflict. Individual Purchase Orders shall be governed by the hierarchy of: (1) the applicable Master Agreement (if any), (2) these Terms and Conditions, and (3) the specific terms set forth on the face of the Purchase Order.

These Terms and Conditions shall apply to all transactions between the parties regardless of the jurisdiction in which performance occurs or delivery is made, and shall remain in effect for all future Purchase Orders until superseded by a subsequently executed written agreement.

1. Definitions. The "**Purchase Order**," as used in these Terms and Conditions, means a formal, written purchase order, work order, or other similar communication issued by Buyer to Supplier, to which these Terms and Conditions are expressly attached or referenced above the signature line, and which requires or requests that Supplier provide goods or services to Buyer. The Purchase Order incorporates all provisions and descriptions set forth on such Purchase Order and the provisions of these Terms and Conditions.

2. Purchase.

a. Goods. As to any goods purchased hereunder, Supplier agrees to sell, and Buyer agrees to buy, such goods as are described in the Purchase Order (the "**Materials**") upon the terms and conditions stated in these Terms and Conditions and those set forth on the face of the Purchase Order.

b. Services. As to any services acquired hereunder, Supplier agrees to perform such services as are described in the Purchase Order (the "**Services**") or in a proposal of services ("Proposal") submitted to Buyer by Supplier, upon the terms and conditions stated in these Terms and Conditions and those set forth on the face of the Purchase Order. Buyer has no obligation to: (a) issue Purchase Orders to Supplier; (b) accept any Proposal or Purchase Order from Supplier; or (c) pay for any Services provided outside the scope of a Purchase Order or Proposal that has been signed by both parties.

c. Acceptance. The earlier of (a) Supplier's written acceptance of the Purchase Order, (b) the commencement of performance, or (c) the shipment of any Material hereunder shall constitute acceptance of the Purchase Order by Supplier.

3. Pricing. The prices for all Materials and Services shall be as set forth in the Purchase Order and shall be firm and non-escalating. Unless otherwise expressly stated in the Purchase Order, such prices include all costs, expenses, and charges of Supplier, including but not limited to, all labor, materials, packaging, shipping, freight, insurance, duties, customs, and any other charges or fees whatsoever. All prices are in United States Dollars (USD). Supplier shall be solely responsible for and shall pay all federal, state, and local taxes, duties, and other governmental charges imposed on the Materials or Services, or the production, sale, or delivery thereof, except for any sales or use taxes that Buyer is legally required to pay and which are separately stated on Supplier's invoice. No additional charges, fees, or expenses of any kind shall be added to the Purchase Order price without the prior written consent of Buyer. Any adjustment to the price shall only be valid upon prior written acceptance of Buyer.

4. Warranties.

a. Warranties of Materials. Supplier warrants that any Materials purchased hereunder will conform strictly with the specifications contained in, attached to, or otherwise included with the Purchase Order or otherwise delivered to Supplier, and will be in the quantities, quality, and description stated in the Purchase Order. Supplier is liable for any failure of Materials purchased hereunder to conform to the requirements of the Purchase Order. Supplier also warrants that any Materials purchased hereunder (i) are free from any liens, restrictions on sale or transfer, (ii) are not subject to any agreement requiring any Materials purchased hereunder to be sold to any third party, (iii) are free from defects in workmanship and material, (iv) are merchantable and fit for the purpose intended; (v) are not adulterated, misbranded or unsafe, and (vi) are not contaminated with the goods or products of other customers of Supplier. In the event of any breach of these warranties, Buyer may, at its option and without limiting any other rights or remedies, which shall be cumulative and not exclusive: (i) reject and return the Materials at Supplier's sole expense, including all transportation, handling, storage, and inspection costs; (ii) require Supplier to repair or replace the Materials at no cost to Buyer within thirty (30) days of notice of defect, or such shorter period as Buyer may reasonably require in an emergency; (iii) obtain replacement Materials from another source and charge Supplier for any additional costs, including cover damages (the difference between the cost of

replacement goods and the Purchase Order price); (iv) demand an immediate refund of the purchase price for the defective Materials; or (v) terminate the Purchase Order and seek damages, including incidental and consequential damages.

b. **Warranties of Services.** The Services will: (i) be performed by qualified workers using commercially reasonable skill and care; and (ii) be of a quality conforming to generally accepted industry standards. Supplier guarantees all Services (materials and workmanship) for one year from the date of completion of the Services. Any Work Product resulting from the Services (I) is the property of Buyer, not subject to any lien or restriction on sale or transfer, and Supplier has full right and authority to produce the Work Product for Buyer; (II) is of the highest quality; (III) is fit for the purpose intended; (IV) is free from adulteration or foreign substances; (V) strictly conforms with any Proposal or specifications therefor; (VI) is free of defects in materials and workmanship; (VII) conforms to any sample work product previously approved by Buyer; and (VIII) is not contaminated or comingled with the work product produced for other clients of Supplier. In the event that the parties fail to adopt a clear description of the Services, the Supplier will also be deemed to warrant that the Services will meet applicable industry standards. In the event of any breach of these warranties, Buyer may, at its option and without limiting any other rights or remedies, which shall be cumulative and not exclusive: (i) require Supplier to re-perform the Services at no cost to Buyer within thirty (30) days of notice of defect, or such shorter period as Buyer may reasonably require in an emergency; (ii) obtain replacement Services from another source and charge Supplier for any additional costs, including cover damages (the difference between the cost of replacement services and the Purchase Order price), and all costs of re-work, delays, and additional resources; (iii) demand an immediate refund of any payment already made for the defective Services; (iv) terminate the Purchase Order and seek damages, including incidental and consequential damages; or (v) withhold payment until the Services are corrected.

5. Delivery. Supplier will deliver any Materials purchased hereunder and any Work Product to Buyer on the date specified in the Purchase Order (or if no date is specified, on the date mutually agreed in writing by the parties to the Purchase Order), and will confirm with Buyer a delivery time with reasonable advanced notice. Time is of the essence for all delivery obligations.

6. Shipping. Supplier will ship Materials in accordance with Buyer's written shipping specifications, including but not limited to packaging standards, pallet dimensions and bar code label standards, using the shipper named by Buyer, if applicable. Supplier will be responsible for any additional freight charges incurred due to any failure by Supplier to comply with the shipment instructions of Buyer or with the Purchase Order.

7. Export Documentation. If applicable, Supplier shall provide Buyer on or before the time of delivery with all export documentation including, without limitation, any applicable export license or certificate of origin.

8. Title; Risk of Loss. Full title to any Materials purchased hereunder (and any Work Product) and risk of loss thereto will pass to Buyer upon Buyer's receipt thereof at Buyer's designated facility, without regard to the portion of the purchase price therefor that has or has not been paid by Buyer.

9. Incoterms. Any reference in the Purchase Order to "Incoterms" will refer to the 2020 Edition of INCOTERMS, published by the International Chamber of Commerce.

10. Inspection. Buyer and Buyer's representative shall be permitted to inspect any Materials purchased hereunder and any Work Product at all times before and after delivery, including without limitation at all times during and after production, provided, however, that any delay or any failure to perform such inspection shall not limit Buyer's rights to reject defective Materials or Work Product, as applicable, pursuant to the Purchase Order. Buyer may notify Supplier of any claims for defective Materials or Work Product delivered hereunder in writing within 60 days after Buyer takes notice of such defect detailing the nature and extent of the claim, and Supplier shall, without cost to Buyer and without limiting any other rights or remedies that may be available to Buyer, at Buyer's option: (i) repair any such defects; (ii) furnish replacement Materials or Work Product, respectively; or (iii) refund to Buyer the amount of Buyer's purchase price of such defective Materials or Work Product. Supplier may examine the defective Materials or Work Product, or cause them to be examined, within 15 business days after notice of such defect is delivered to Supplier. If Supplier fails to examine the Materials or Work Product within such 15 business day period, Supplier shall be deemed to have accepted Buyer's determination that such Materials or Work Product are defective.

11. Payment. Buyer shall pay Supplier the price set forth in the Purchase Order. In the event the Purchase Order does not state a payment term, invoices submitted to, and accepted by, Buyer will be payable within 45 days from the date Buyer receives the invoice. Any invoices disputed by Buyer will not be payable until such dispute has been fully resolved, and will be paid within 45 days thereafter.

12. Indemnification. TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, SUPPLIER SHALL INDEMNIFY, DEFEND, AND HOLD HARMLESS BUYER, ITS SHAREHOLDER(S), SUBSIDIARIES, AND AFFILIATES, AND EACH OF THEIR SHAREHOLDERS, DIRECTORS, OFFICERS, EMPLOYEES, AND AGENTS, AND EACH OF THEIR AGENTS AND REPRESENTATIVES (EACH AN "INDEMNITEE," AND COLLECTIVELY "INDEMNITEES") FROM AND AGAINST ALL COSTS, CLAIMS, DEMANDS, LOSSES, LIABILITIES, LEGAL PROCEEDINGS (INCLUDING COURT COSTS, LITIGATION EXPENSES, AND REASONABLE ATTORNEYS' FEES), AND ANY OTHER EXPENSES OF ANY KIND OR NATURE RESULTING FROM DAMAGES, LOSSES OR EXPENSES CAUSED TO, OR SUSTAINED OR INCURRED BY, INDEMNITEES OR ANY THIRD PARTY DUE TO (A) ANY BREACH OF THE PURCHASE ORDER BY SUPPLIER (INCLUDING WITHOUT LIMITATION, A FAILURE OF SUPPLIER OR THE MATERIALS, SERVICES, WORK PRODUCT, AND/OR OTHER ITEMS WHICH ARE THE SUBJECT OF THE PURCHASE ORDER TO COMPLY WITH THE WARRANTIES SET FORTH IN SECTION 4), (B) ANY VIOLATION OF APPLICABLE LAW BY

SUPPLIER OR SUPPLIER'S EMPLOYEES, AGENTS, PRINCIPALS, OFFICERS, DIRECTORS, PARTNERS, SHAREHOLDERS, SUBSIDIARIES, AFFILIATES, OR CONTRACTORS, (C) THE NEGLIGENCE, GROSS NEGLIGENCE OR INTENTIONAL OR WILLFUL MISCONDUCT OF SUPPLIER OR SUPPLIER'S EMPLOYEES, AGENTS, PARTNERS, AFFILIATES, OR CONTRACTORS, (D) ALLEGATIONS THAT ANY MATERIALS, SERVICES, OR WORK PRODUCT INFRINGES THE INTELLECTUAL PROPERTY RIGHTS OF ANY THIRD PARTY; OR (E) THE FAILURE OF SUPPLIER OR ITS EMPLOYEES, AGENTS, MANAGERS, PRINCIPALS, OFFICERS, DIRECTORS, PARTNERS, SHAREHOLDERS, SUBSIDIARIES, AFFILIATES OR CONTRACTORS TO PERFORM SUPPLIER'S DUTIES OR OBLIGATIONS UNDER THIS PURCHASE ORDER. NOTWITHSTANDING THE FOREGOING, SUPPLIER SHALL NOT BEED INDEMNITEES FOR ANY LOSSES TO THE EXTENT CAUSED BY THE SOLE NEGLIGENCE OR WILLFUL MISCONDUCT OF INDEMNITEES.

13. Insurance. Supplier agrees to obtain and maintain in force during the duration of its performance under the Purchase Order the following insurance policies:

- a. Commercial General Liability insurance, including product liability coverage and contractual liability coverage insuring against the liabilities assumed under the Purchase Order, in minimum amounts of \$1,000,000.00 per occurrence for bodily injury and property damage and \$2,000,000.00 general aggregate;
- b. Automobile Liability insurance with a combined single limit of at least \$1,000,000;
- c. Workers' Compensation insurance in the minimum statutory amount for all states of operation;
- d. Umbrella or excess liability policy that provides follow form coverage to all liability policies, including General Liability, Auto Liability, and Employers Liability, having a limit of at least \$1,000,000.00 per occurrence;
- e. Supplier acknowledges and agrees that Buyer reserves the right, as part of its supplier vetting process, to review Supplier's insurance coverage and to require additional or different insurance coverages, limits, or endorsements beyond the minimums stated herein. Such additional requirements will be determined by Buyer in its sole discretion based on factors including, but not limited to, the scope and nature of the work, the level of risk associated with the services or materials provided, and applicable legal or regulatory requirements. Any such additional insurance requirements communicated by Buyer to Supplier shall be binding upon Supplier and considered an integral part of the Purchase Order. Supplier's failure to obtain and maintain all required insurance coverages, including any additional coverages mandated by Buyer, shall constitute a material breach of the Purchase Order.
- f. All insurance coverages required by this Section 10, including both the minimum coverages set forth in Section 10.a and any additional coverages mandated under Section 10.b, shall be placed with reputable insurance companies licensed to do business in the relevant jurisdictions. Supplier shall provide evidence of such coverages to Buyer upon request. Supplier's insurance shall be primary and non-contributory to any insurance carried by Buyer. Supplier's insurers shall waive subrogation against Buyer and its affiliates. Failure to maintain required insurance is a material breach of the Purchase Order.
- g. Additional Insured Coverage. Supplier shall ensure that Commercial Metals Company (Buyer), its shareholders, subsidiaries, affiliates, employees, agents, and project owners are named as additional insureds on Supplier's Commercial General Liability and Automobile Liability insurance policies. Such additional insured coverage shall be primary and non-contributory to any insurance carried by Buyer or such other parties, and shall provide coverage for liability arising out of Supplier's operations, acts, or omissions under the Purchase Order.

14. Intellectual Property. Buyer shall own, and Supplier hereby transfers and assigns to Buyer, immediately upon creation, all right, title, and interest in and to any deliverables, designs, results, technical information, drawings, source codes, or other materials created by or for Supplier in connection with the Materials or Services at or in response to Buyer's request (collectively, the "**Work Product**"), not including Supplier's pre-existing confidential information and intellectual property. The Work Product is produced hereunder as works made for hire, and Seller shall take all necessary steps to ensure that such assignment and transfer is effected and fully vested in Buyer, free of any claims, interest or rights of third parties.

15. No Waiver. No failure or delay by Buyer in exercising any right, power, or privilege under the Purchase Order shall operate as a waiver thereof, nor shall any single or partial exercise thereof preclude any other or further exercise thereof or the exercise of any other right, power, or privilege.

16. Independent Contractor. Supplier is acting as an independent contractor and not as an agent or employee of Buyer, and therefore Supplier will have no authority to bind, assume responsibility for, or obligate (whether expressly or by implication) Buyer or any of its affiliates. Supplier will use its own discretion in performing Services, except as otherwise required under the Purchase Order. Individuals who provide any part of the Services are employees of Supplier and will not be deemed employees of Buyer for any reason. Supplier will be responsible for and will promptly pay all federal, state and municipal taxes, including, but not limited to, social security, unemployment, workers' compensation and federal and state withholding taxes, chargeable or assessed with respect to its employees. Supplier shall be solely responsible for the safety of its employees and agents, including providing all necessary safety training and equipment, ensuring compliance with all applicable safety protocols and regulations, and for any injuries or accidents involving its personnel while performing work under this Purchase Order.

17. Suspension. Buyer may suspend Supplier's performance of any Services, at any time in whole or in part, without cause and for Buyer's own convenience. Any such suspension will be given by delivery to Supplier a written "**Notice of Suspension**" specifying which

portion of the Services is suspended and when such suspension is to become effective. In no event will such period of suspension last longer than 90 days.

18. Use of Third Parties. Only with the prior written approval by Buyer may Supplier subcontract for the fulfillment of any of Supplier's obligations hereunder; provided, however, that if any such obligations are provided by a subcontractor, Supplier will remain fully liable for its obligations under these Terms and Conditions and Buyer will have no obligation under any subcontract or with respect to any subcontractor relationship.

19. Notices. All notices, consents, waivers, and other communications under the Purchase Order must be in writing and will be deemed to have been duly given when (a) delivered by hand (with written confirmation of receipt), or (b) upon the expiration of the third business day after sending, if sent by a nationally or internationally recognized overnight delivery service (receipt requested), in each case to the address set forth in the first page of the Purchase Order (or to such other address as a party may designate by written notice to the other party).

20. Termination. Buyer may terminate the Purchase Order for convenience without penalty upon thirty days' prior written notice. Buyer may also cancel any Purchase Order, in whole or in part, without penalty, at any time prior to Supplier commencing performance or delivery of Materials or Services, by providing written notice to Supplier. Additionally, Buyer may immediately terminate the Purchase Order without further liability hereunder if Supplier breaches any material term of the Purchase Order, or if any governmental action or procedure results in material restrictions or modifications that substantially prevent or prohibit the performance of the Materials or Services purchased by Buyer under the Purchase Order or Work Product delivered hereunder. Upon receipt of any notice of cancellation or termination, Supplier shall immediately stop all work hereunder and shall take all reasonable steps to mitigate costs and damages, including using its best efforts to reduce or eliminate any costs associated with the cancelled or terminated work, and shall cooperate fully with Buyer to minimize any impacts.

21. Site Safety. Supplier acknowledges that Buyer's facilities, are industrial environments with inherent safety risks. Supplier shall, and shall ensure that all of its employees, agents, subcontractors, and anyone acting on its behalf (collectively, "Supplier Personnel") comply with all of Buyer's safety policies, procedures, rules, and regulations, as may be updated from time to time. Prior to commencing any work at Buyer's facilities, all Supplier Personnel shall complete any required safety training or orientation specified by Buyer. Supplier Personnel shall at all times use all personal protective equipment (PPE) required by Buyer and applicable law. Buyer reserves the right, in its sole discretion, to remove any Supplier Personnel from its facilities who fail to comply with Buyer's safety requirements or who, in Buyer's judgment, pose a safety risk. Supplier shall be solely responsible for ensuring the compliance of all Supplier Personnel with this Section and for any costs or delays incurred due to non-compliance.

22. Confidentiality. Supplier shall not disclose or use any confidential or proprietary information of Buyer, including but not limited to, trade secrets, business plans, customer lists, pricing information, or technical data, except as strictly necessary to perform its obligations under the Purchase Order. Upon Buyer's request, Supplier shall promptly return or destroy all such confidential information and certify its destruction.

23. Assignment. This Purchase Order shall not be assigned by Supplier without the prior written consent of Buyer. Buyer may assign its rights, liabilities, and obligations under the Purchase Order with written notice to Supplier.

24. Survival. The parties agree that the following sections will survive the expiration or earlier termination of the Purchase Order: Pricing (Section 3), Warranties (Section 4), Inspection (Section 7), Indemnification (Section 9), Intellectual Property (Section 12), Confidentiality (Section 20), and Conflict Minerals Compliance (Section 30).

25. Severability. If any provision of the Purchase Order becomes invalid or unenforceable for any reason, the remaining provisions shall remain valid and enforceable.

26. Disputes. In the event of a dispute between Buyer and Supplier regarding the interpretation or enforcement of the Purchase Order or the performance by either party of its obligations hereunder, Buyer and Supplier shall endeavor in good faith to resolve the dispute by negotiation. If the parties are unable to resolve any such dispute to their mutual satisfaction through negotiation, then the dispute shall be resolved, at the sole option of Buyer, either (a) by means of binding arbitration conducted in the city nearest to the relevant Buyer facility or where the work was performed, in accordance with the Rules of Arbitration of the American Arbitration Association, in which case each party agrees (i) that it shall expressly and irrevocably waive its rights to bring suit against the other party in any court of law except for the limited purposes of enforcing an arbitral award obtained in respect of a Dispute and (ii) that the decision of the arbitrators will be final and binding upon both of the parties to the Purchase Order, or (b) by means of litigation which shall be commenced in a court of competent jurisdiction in the state or federal courts located in the jurisdiction where the relevant Buyer facility is located or where the work was performed, in connection with any litigation arising out of or related to the Purchase Order. EACH PARTY HEREBY KNOWINGLY, VOLUNTARILY, AND INTENTIONALLY WAIVES ITS RIGHT TO A TRIAL BY JURY IN ANY ACTION OR PROCEEDING ARISING OUT OF OR RELATING TO THIS PURCHASE ORDER OR THE TRANSACTIONS CONTEMPLATED HEREBY.

27. Governing Law. The parties agree that the laws of the State of Texas will govern the Purchase Order, the construction of its terms, and the interpretation of the rights and duties of the parties, without regard to the conflict of law principles. The parties agree that the United Nations Convention on contracts for the International Sale of Goods shall not be applicable.

28. Supplier Code of Conduct. Supplier shall, at all times, comply with, and cause all of its subcontractors and suppliers to comply with, the Supplier Code of Conduct (the "Code") which can be found on Buyer's website at <https://www.cmc.com/suppliercoc>, as may be

amended from time to time at Buyer's discretion. The standards set forth in the Code are in addition to, and not in lieu of, the provisions of any legal agreement or contract between Supplier and Buyer.

29. Equal Opportunity Clause. The Supplier acknowledges that this Purchase Order incorporates by reference the Equal Opportunity Clause required by the regulations under Executive Order 11246, the Vietnam Era Veterans' Readjustment Act, and the Rehabilitation Act, which reads: "This contractor and subcontractor shall abide by the requirements of 41 CFR 60-1.4(a), 60-300.5(a) and 60-741.5(a). These regulations prohibit discrimination against qualified individuals based on their status as protected veterans, prohibit discrimination against qualified individuals with disabilities, and prohibit discrimination against individuals based on their race, color, religion, sex, sexual orientation, gender identity, national origin, or for inquiring about, discussing, or disclosing information about compensation. Moreover, these regulations require that covered prime contractors and subcontractors take affirmative action to employ and advance in employment individuals without regard to race, color, religion, sex, sexual orientation, gender identity, national origin, disability or veteran status."

30. Conflict Minerals Compliance. Supplier shall comply with all applicable laws regarding conflict minerals, including Section 1502 of the Dodd-Frank Wall Street Reform and Consumer Protection Act. Supplier will maintain policies and due diligence processes to reasonably ensure that any tin, tantalum, tungsten, or gold ("Conflict Minerals") contained in goods supplied to Buyer do not directly or indirectly finance or benefit armed groups in the Democratic Republic of the Congo or adjoining countries. Upon Buyer's request, Supplier shall promptly provide information or certifications regarding the source and chain of custody of any Conflict Minerals in the goods supplied.

31. Entire Agreement. Subject to any Master Agreement, the Purchase Order contains the entire understanding between the parties with respect to the purchase of Materials or Services (as applicable) by Buyer from Supplier, and supersedes all prior or contemporaneous communications, agreements, and understandings between the parties with respect thereto.