

VESTED METALS INTERNATIONAL, LLC

TERMS AND CONDITIONS OF PURCHASE

READ THIS DOCUMENT CAREFULLY! IT CONTAINS IMPORTANT INFORMATION ABOUT YOUR RIGHTS AND OBLIGATIONS AS WELL AS LIMITATIONS AND EXCLUSIONS THAT APPLY TO THIS AND FUTURE ORDERS.

THE TERMS AND CONDITIONS SET FORTH HEREIN SHALL TAKE PRECEDENCE OVER ANY OTHER TERMS AND CONDITIONS AND NO CONTRARY, ADDITIONAL OR DIFFERENT TERMS OR CONDITIONS SHALL BE BINDING ON SELLER UNLESS EXPRESSLY AGREED TO IN WRITING BY AN AUTHORIZED OFFICER OF BUYER. BUYER HEREBY REJECTS ALL ADDITIONAL, CONTRARY OR DIFFERENT TERMS AND CONDITIONS PROPOSED BY SELLER IN ANY SELLER ORDER CONFIRMATION. NO SUCH ADDITIONAL, CONTRARY OR DIFFERENT TERMS OR CONDITIONS SHALL BE BINDING ON BUYER. PURCHASE OF THE GOODS BY BUYER IS HEREBY CONDITIONED ON THE ACCEPTANCE OF THESE TERMS AND CONDITIONS.

1. Definitions.

- a. "BUYER" means VESTED METALS INTERNATIONAL, LLC (a private company registered in Indiana and Florida having an EIN of 35-2490777, whose principal place of business is located at 7000 US HWY 1 North, Suite 504, St. Augustine, FL 32095.
- b. "GOODS" shall mean those items specifically identified in the Order (as defined below) intended for delivery to Buyer.
- c. "SERVICES" shall mean those services specifically described and identified in the Order (as defined below) intended for completion by Seller with delivery of the finished product to Buyer.
- d. "SELLER" shall mean the individual or organization identified in the purchase order accompanying these terms and conditions, and/or the person or organization receiving these terms and conditions prior to the placement of an order.
- e. "TERMS" shall refer to all terms and conditions set forth herein, including, but not limited to, any and all terms contained in any Order submitted by Seller to Buyer.

- f. "ORDER" means any purchase order submitted by Buyer to Seller in the ordinary course of business, whether accompanied by these terms and conditions or, following the submission of these terms and conditions to Seller for Agreement.
 - g. "WRITING" shall mean any fax, email, or other form of communication (digital or otherwise) where the communication is fixed into written correspondence.
- 2. Applicability.
 - a. These terms and conditions shall apply to any and all orders placed by Buyer to Seller.
 - b. These Terms also apply to any replaced Goods provided by Seller under the terms of this or any other Order.
 - c. Unless otherwise agreed in writing, Buyer is not obligated to any minimum purchase or future purchase obligations under this Order.
- 3. Quality Standards. Immediately prior to, or concurrent with any Order placed by Buyer, Seller shall be provided a "Supplier Quality Standards" document identified on the face of the document as form Q.41.C. This form may be updated from time to time by Buyer. The terms and conditions contained within form Q.41.C are incorporated by reference hereto as if fully set forth herein. If Seller has not received a copy of form Q.41.C, it should immediately request a copy or visit www.vestedmetals.com (bottom of the home page) for the most current version of the standards set forth by Buyer.
 - a. Failure of Seller to comply with the standards set forth therein may be cause for Buyer to cancel or otherwise terminate any Order between Buyer and Seller. Should Buyer elect to terminate or cancel an Order on this basis, Buyer shall not be responsible for any damages of any kind or nature incurred by Seller resulting from the cancellation or termination.
- 4. Acceptance. This Order is not binding on Buyer until Seller accepts the Order in writing or starts to perform in accordance with the Order. If Seller does not accept the Order in writing or provide written notice that it has commenced performance within fifteen (15) days of Seller's receipt of the Order, this Order will lapse. Buyer may withdraw the Order at any time before it is accepted by Seller.
- 5. Cancellation by Buyer. Provided that Seller has not begun performance, Buyer may cancel this or any subsequent Order at any time, for any reason whatsoever. In the event of such cancellation, Buyer shall not be liable to Seller for loss of anticipatory profits. The

provisions of this paragraph shall not limit or affect Buyer's right to terminate this Purchase Order for default of Seller.

6. Quantities. Any and all quantities shall be set within the Order and are absolute. Deviations in delivery from the stated quantities shall be considered a material breach of this agreement, and may be the sole and exclusive reason why Buyer refuses delivery of any particular "short" order.
7. Delivery Location. Unless otherwise specified in the Order, all Goods are to be delivered to the principal place of business for Buyer as set forth above. For the avoidance of doubt, this location is 7000 US HWY 1 North, Suite 504, St. Augustine, FL 32095.
8. Shipping and Terms.
 - a. Shipping terms (e.g. FOB Origin) will be conspicuously placed on each purchase order submitted to Seller.
 - b. All material should be packaged to prevent damage. Each and every lot, work order or production orders of the same item must be packaged separately.
9. Title & Risk of Loss. Title passes to Buyer upon delivery of the goods to the Delivery Location as discussed in paragraph 5 herein. Seller shall bear all risk of loss or damage to the goods until they have been delivered to the Delivery Location.
10. Packaging. All goods shall be packed for shipment according to Buyer's instructions or, if there are no instructions, in a manner sufficient to ensure that the Goods are delivered in undamaged condition. Seller must provide Buyer prior written notice if it requires Buyer to return any packaging material. Any return of such packaging material shall be made at Seller's expense.
11. Amendment and Modification. This agreement may only be modified in writing signed by representatives of Buyer and Seller.
 - a. Scrivener's Errors. Obvious stenographic or clerical errors on the face hereof are subject to correction.
12. Inspection and Rejection of Nonconforming 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 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 Order 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, within Five (5) 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 this Order for cause pursuant to Section 20. Any inspection or other action by Buyer under this Section shall not reduce or otherwise affect Seller's obligations under the Order, and Buyer shall have the right to conduct further inspections after Seller has carried out its remedial actions.

13. Price. The price for any and all goods or services purchased pursuant to these terms and conditions shall be set forth within either (a) the final version of the PO as agreed between all parties, or (b) any relevant supply agreement between the parties, within which, specific prices are guaranteed.
 - a. Taxes. To the extent relevant, Buyer agrees to pay any and all taxes associated with the purchase and delivery of any goods or services subject to these terms and conditions (e.g. Sales Taxes, Use taxes, Etc.). However, should Buyer be tax exempt, it shall supply Seller with copies of all exemption documents as soon as reasonably practicable to do so.
14. Payment Terms. Any and all invoices associated with the purchase of goods or services from Seller shall be "Net 45" unless otherwise mutually agreed in writing between the parties.
15. Setoff. To the extent that there are any damaged, rejected, or otherwise undelivered products or services, Buyer shall be permitted to remit payment to Seller subject to a proportionate set off for the damages, rejected or otherwise undelivered goods.
16. Warranties. Seller warrants, at the time of delivery, that goods sold under this contract will be free from defects in title and will conform to applicable descriptions and specifications, subject to customary tolerances and variations, for a period not to exceed 12 months from date of shipment. Samples supplied pursuant to this order are solely for the purpose of evaluating the suitability of the goods and, as such, the samples are not intended to serve as warranties of any type, either express or implied. If it appears within 10 days from the date of Buyer's receipt of the goods that they patently did not conform to the foregoing warranty at the time they were received by Buyer, or if it appears within 60 days from their receipt that the goods contained latent defects at the time they were received, and Buyer notifies Seller in writing within the applicable 10 or 60-day period and before the goods are processed or altered in any way, Seller, at its option, shall either (a) repair or make

available to Buyer a replacement of any defective goods, or (b) refund to Buyer the price paid thereof. Buyer may seek any and all available legal remedies available to it in the event of a breach of any warranty of Seller. Seller may be held liable for incidental or consequential damages should specific delivery dates be guaranteed or fitness for a particular purpose affirmed via Purchase Order or other written documentation.

17. Indemnification related to Intellectual Property. Seller shall, at its expense, defend, indemnify and hold harmless Buyer and any Indemnitee against any and all Losses arising out of or in connection with any claim that Buyer's or Indemnitee's use or possession of the Goods infringes or misappropriates the patent, copyright, trade secret or other intellectual property right of any third party. In no event shall Seller enter into any settlement without Buyer's or Indemnitee's prior written consent.
18. Insurance. Seller shall name Buyer as an additional insured on any and all Products Liability or general liability insurance policies it may have, or later acquire pertaining to the goods and services purchased by Buyer, and provide proof thereof within a commercially reasonable period of time upon the written request of Buyer.
19. Compliance with Law. Seller is in compliance with and shall comply with all applicable laws, regulations and ordinances. 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 Order. Seller shall comply with all export and import laws of all countries involved in the sale of Goods under this Order. Seller assumes all responsibility for shipments of Goods requiring any government import clearance. Buyer may terminate this Order if any government authority imposes antidumping duties, countervailing duties or any retaliatory duties on the Goods.
20. Waiver. No waiver by any party of any of the provisions of the Order shall be effective unless explicitly set forth in writing and signed by the party so waiving. Except as otherwise set forth in the Order, no failure to exercise, or delay in exercising, any rights, remedy, power or privilege arising from the Order shall operate or be construed as a waiver thereof, nor shall any single or partial exercise of any right, remedy, power or privilege hereunder preclude any other or further exercise thereof or the exercise of any other right, remedy, power or privilege.
21. Termination. Buyer may, in its sole discretion, terminate any order subject to these terms and conditions in the following circumstances, thus requesting a full and complete refund for any amounts paid:
 - a. A delay in performance of Seller greater than seven (7) of days; OR

- b. Failure of Seller to provide to Buyer any documents, quality certificates, proof of insurance, or any other commercially reasonable items; OR
 - c. Failure of any product or service of Seller to pass Buyer's standard batch QC testing based on reasonable industry standards; OR
 - d. Failure of Seller to comply with any of the quality standards more fully described in paragraph 3 above.
22. Confidential Information. All non-public, confidential or proprietary information of the Buyer, including, but not limited to, specifications, samples, patterns, designs, plans, drawings, documents, data, business operations, customer lists, pricing, discounts or rebates, disclosed by Buyer to Seller, whether disclosed orally or disclosed or accessed in written, electronic or other form or media, and whether or not marked, designated or otherwise identified as "confidential," in connection with the Order is confidential, solely for the use of performing the Order and may not be disclosed or copied unless authorized by Buyer in writing. Upon Buyer's request, Seller shall promptly return all documents and other materials received from Buyer. Buyer shall be entitled to injunctive relief for any violation of this Section. This Section shall not apply to information that is: (a) in the public domain; (b) known to the Seller at the time of disclosure; or (c) rightfully obtained by the Seller on a non-confidential basis from a third party.
23. Force Majeure. No party to this agreement shall be liable for delays or defaults arising from causes beyond its control, including acts of God, pandemics, acts of war, fires, floods, strikes, freight embargoes and unusually severe weather. Any such delays shall be considered "excused" provided that the delayed party notifies the affected party, in writing, as soon as reasonably practicable upon the discovery of such a delay.
24. Assignment. Seller shall not assign, transfer, delegate or subcontract any of its rights or obligations under the Order without the prior written consent of Buyer. Any purported assignment or delegation in violation of this Section shall be null and void. No assignment or delegation shall relieve the Seller of any of its obligations hereunder. Buyer may at any time assign, transfer or subcontract any or all of its rights or obligations under the Order without Seller's prior written consent.
25. Relationship of the Parties. The relationship between the parties is that of independent contractors. Nothing contained in the Order shall be construed as creating any agency, partnership, joint venture or other form of joint enterprise, employment or fiduciary relationship between the parties, and neither party shall have authority to contract for or

bind the other party in any manner whatsoever. No relationship of exclusivity shall be construed from this Order.

26. No Third-Party Beneficiaries. This Order is for the sole benefit of the parties hereto and their respective successors and permitted assigns and nothing herein, express or implied, is intended to or shall confer upon any other person or entity any legal or equitable right, benefit or remedy of any nature whatsoever under or by reason of these Terms.
27. Governing Law. All matters arising out of or relating to this Order shall be governed by and construed in accordance with the internal laws of the State of Florida without giving effect to any choice or conflict of law provision or rule (whether of the State of Florida or any other jurisdiction) that would cause the application of the laws of any jurisdiction other than those of the State of Florida.
28. Submission to Jurisdiction. Any legal suit, action or proceeding arising out of or relating to this Order shall be instituted in the federal courts of the United States of America or the courts of the State of Florida in each case located in the City of St. Augustine and County of St. Johns, and each party irrevocably submits to the exclusive jurisdiction of such courts in any such suit, action or proceeding.
29. Cumulative Remedies. The rights and remedies under this Order 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.
30. Notices. All notices, request, consents, claims, demands, waivers and other communications hereunder (each, a "Notice") shall be in writing and addressed to the parties at the addresses set forth on the face of this Order or to such other address that may be designated by the receiving party in writing. All Notices shall be delivered by personal delivery, nationally recognized overnight courier (with all fees pre-paid), facsimile (with confirmation of transmission) or certified or registered mail (in each case, return receipt requested, postage prepaid). Except as otherwise provided in this Order, a Notice is effective only (a) upon receipt of the receiving party, and (b) if the party giving the Notice has complied with the requirements of this Section.
31. Severability. If any term or provision of this Order is invalid, illegal or unenforceable in any jurisdiction, such invalidity, illegality or unenforceability shall not affect any other term or provision of this Agreement or invalidate or render unenforceable such term or provision in any other jurisdiction.

32. Survival. The following provisions shall survive the termination of any individual order; setoff, warranties, general indemnification, intellectual property, insurance, compliance with laws, confidentiality, governing law, submission to jurisdiction, and any other section which a reasonable person would anticipate should survive this Agreement.