

## STANDARD TERMS AND CONDITIONS OF PURCHASE

1. **SCOPE OF WORK AND ACCEPTANCE:** These Standard Terms and Conditions of Purchase and the written purchase order that accompanies, attaches, or incorporates them (the "Purchase Order" and collectively, the "Contract"), constitute the sole and exclusive terms on which Buyer agrees to be bound. The term Buyer includes Allied Mineral Products, LLC or any of its affiliates or subsidiaries which execute a Purchase Order. The term "Supplier" means the person, firm or company to whom the Purchase Order is addressed. In exchange for the Supplier's compensation listed on the Purchase Order, Supplier agrees to supply the "Materials" which means all the goods and/or services to be supplied by Supplier under the Purchase Order. This Contract will become legally enforceable on the earlier of delivery of a signed acknowledgment, commencement of performance or delivery according to schedule of all or any portion of the Materials covered under this Contract, by Supplier. Any acceptance of this Contract is limited to acceptance of the express terms of the offer contained herein.
2. **SALE OF MATERIALS:** Supplier agrees to sell, transfer and deliver the Materials to Buyer for the purchase price set forth in the Purchase Order, subject to all of the covenants, terms and conditions hereof. Buyer agrees to purchase the Materials, subject to all of the covenants, terms and conditions hereof, and to pay Supplier the purchase price set forth in the Order. Typographical and other clerical errors in the Order are subject to correction. Buyer reserves the right at any time to modify the Purchase Order upon notice to Supplier. Upon such notice, Buyer and Supplier shall negotiate an equitable adjustment in price and/or time of performance. Buyer shall have the right to stop all or part of the work under the Order or cancel any future delivery of any Materials upon notice to Supplier. Supplier agrees to obtain from Buyer a purchase order number for any and all purchase orders of goods and/or services. Supplier further agrees it will clearly reference the purchase order number on the applicable invoice(s). Supplier acknowledges that any invoice submitted to Buyer that does not clearly reference Buyer's corresponding purchase order number may be considered invalid by Buyer and may result in delayed payment.
3. **PURCHASE PRICE AND TERMS OF PAYMENT:** Supplier warrants that the prices set forth in this Contract are complete and that no additional charge of any type will be added without Buyer's prior express written consent. Unless otherwise specified on the Order, payment of the purchase price shall be due forty-five (45) days after the later of Buyer's receipt of Supplier's correct invoice for such shipment or the date on which the Materials are received by Buyer. Supplier agrees that it will take no adverse action against Buyer for any invoices not paid resulting from Supplier's failure to obtain or clearly reference purchase order numbers on the applicable invoices or accurately invoice Buyer. Unless otherwise noted on the Purchase Order, Supplier shall be responsible for all shipping and insurance costs, including without limitation, packing, crating, cartage and freight costs. Buyer may set off any amount owing at any time from Supplier to Buyer or any of its affiliates against any amount payable at any time by Buyer.
4. **WARRANTIES FOR MATERIALS:** Supplier hereby warrants to Buyer that, in addition to any and all express and implied warranties provided under the Uniform Commercial Code, the Materials: (i) shall be provided in a competent, professional manner and in accordance with the highest standards and best practices of Supplier's industry; (ii) shall be free from defects in materials and workmanship, and shall be merchantable and fit for their particular purpose and Supplier acknowledges that Buyer is relying on the Supplier's skill or judgment to furnish suitable Materials; (iii) shall conform to and perform in accordance with all specifications, drawings, samples and other requirements referred to in the Purchase Order and provided by Supplier; (iv) when shipped shall be free from all liens, security interests and encumbrances of any type or any actual or claimed patent, copyright or trademark infringement or other colorable claims; (v) will not violate or in any way infringe upon the rights of third parties; and (vi) shall be performed or manufactured, produced, labeled, furnished and delivered to Buyer in full and complete compliance with all applicable federal, state and local laws and regulations. In addition to remedies otherwise available to Buyer, if Supplier is in breach of the warranties set out in this paragraph, Supplier will, at the election of Buyer (i) repair of the nonconforming Materials, (ii) replace or reperform nonconforming Materials with conforming Materials at the Buyer's designated delivery point, or (iii) refund of that portion of the purchase price represented by the nonconforming Materials.
5. **DELIVERY OF MATERIALS:** Supplier shall furnish, at Supplier's expense, all labor, materials, equipment, transportation, facilities and other items that are necessary to meet the Purchase Order requirements. Time is of the essence in Supplier's performance. Supplier must immediately notify Buyer whenever Supplier has knowledge of an actual or potential delay to the timely performance of the Order. In the event of Supplier's refusal or failure to meet the delivery date(s) specified in the Purchase Order, Buyer may, without limiting its other rights and remedies, direct expedited routing and charge excess costs incurred thereby to Supplier, or cancel all or part of the Purchase Order.
6. **COMPLIANCE WITH BUYER'S RULES; SAFETY:** Supplier, its employees, subcontractors, and all other persons or entities acting on behalf of Supplier agree to abide by Buyer's rules and reasonable requests while on premises owned, leased, or otherwise controlled by Buyer. Buyer reserves the right to bar from such premises Supplier, any employee, subcontractor or any other person or entity acting on behalf of Supplier for any cause that Buyer deems reasonable. Supplier will provide all safeguards and precautions necessary in connection with the provision of Materials to prevent the occurrence of any accident, injury, death, loss, or damage to any person or property, and Supplier will be solely responsible for any such occurrences. Supplier warrants that all Materials delivered hereunder will be in compliance with all Buyer requirements concerning safety, performance and otherwise, including, without limitation, any work or services related thereto performed on premises controlled by Buyer. Supplier agrees to immediately notify Buyer of any actual or possible safety or quality problems attributable to the Materials delivered hereunder.
7. **LIENS:** Supplier guarantees that no lien, encumbrance or security interest will be filed by Supplier or anyone acting on behalf of, or claiming under or through Supplier, against Buyer, Buyer's property, or the Materials furnished under this Contract.
8. **REJECTION AND REVOCATION OF ACCEPTANCE:** Buyer shall not be bound to reimburse Supplier for any Materials that, in Buyer's judgment, fail to conform to Supplier's obligations under the Contract. Buyer has the right, before payment or acceptance of Materials under this Contract, to inspect the Materials at any reasonable place and time and in any reasonable manner. Neither the inspection, testing, payment or auditing of any Materials, nor the failure to do so, before delivery to Buyer constitute acceptance of any Materials, or relieve Supplier from exclusive responsibility of furnishing Materials in strict conformance with Buyer's specification and instructions. If, in Buyer's judgment, the Materials fail in any respect to conform to the Contract, Buyer may (a) reject the whole; (b) accept the whole; or (c) accept any commercial unit or units and reject the rest. Supplier agrees that any notification of nonconformity by Buyer, in whatever form, suffices to inform the Supplier that the transaction is claimed to involve a breach, and that Supplier will be responsible for any losses resulting from the nonconformity. In an appropriate case, Buyer may revoke its acceptance of Materials. Supplier agrees that Buyer's acceptance of the Materials is reasonably induced by the Supplier's assurances of their quality and conformity to the terms of the Contract.
9. **AUDITS AND INSPECTIONS:** Buyer has the right to examine and audit, during normal business hours and upon reasonable notice, any and all records, data, invoices and documents that may contain information relating to Supplier's obligations under this Contract. Such records will be kept by Supplier for a period of at least four (4) years after the expiration, cancellation or termination of this Contract, or for such longer periods as may be required by law. In addition, Buyer may inspect or test at any reasonable time and place all Materials prior to delivery. Supplier agrees to provide reasonable assistance for such audits, inspections, and tests.
10. **TAXES:** Supplier will bear and pay all applicable taxes of the United States or any state or any foreign government including political subdivisions of any of them, which are based on or measured by net income, gross income or gross receipts including any withholding taxes levied against Supplier for the privilege of doing business in a jurisdiction. If Supplier is required by law to collect sales and use tax (including any gross receipts tax imposed similar to a sales and use tax) from Buyer on behalf of any taxing jurisdiction, Supplier will provide to Buyer invoices which separately state and clearly indicate the amount of tax and Buyer will remit any such tax to Supplier. Supplier will have the responsibility of complying with all applicable foreign, national, state or local laws regarding value added tax and sales and use tax or substitutes therefor including registration, collection of taxes and the filing of returns where applicable. Notwithstanding whether Supplier must collect sales and use tax from Buyer, Supplier will state on every invoice the taxing jurisdiction (e.g. country, state and local jurisdiction) in which Materials were provided. If applicable, in lieu of payment for any sales and use tax, Supplier will accept a properly executed exemption or direct pay certificate from Buyer. The

determination of whether an exemption or direct pay certificate will be submitted to Supplier in lieu of payment for any sales and use tax will be made by Buyer on a location by location basis. With the exception of sales and use tax as described above, all other taxes, however denominated or measured, imposed upon the Supplier, or the price or compensation under this Contract, or upon the Materials provided hereunder, will be the responsibility and liability of Supplier.

11. **CONFIDENTIALITY:** During the term of this Contract and for five years after its cancellation, termination or expiration, Supplier shall not make use of Buyer's Confidential Information (as hereinafter defined) for purposes other than the fulfillment of the obligations under this Contract, or disclose to any person or entity, other than those of its employees who have a need to know, any Confidential Information, whether written or oral, which the Supplier obtains from Buyer or otherwise discovers in the performance of this Contract. "Confidential Information," as used in this Contract, will mean all information relating to Buyer's business which is not generally available to the public. Confidential Information includes information that Supplier possesses that predates this Contract. The foregoing provisions of this paragraph shall not apply to any information that is: (a) rightfully known to Supplier prior to disclosure by Buyer; or (b) rightfully obtained by Supplier from any third party; or (c) made available by Buyer to the public without restrictions; or (d) disclosed by Supplier with prior written permission of Buyer; or (e) independently developed or learned by Supplier through legitimate means; or (f) disclosed by Buyer to a third party without a duty of confidentiality on the third party; or (g) disclosed pursuant to any applicable laws, regulations, or order of a court of competent jurisdiction. Supplier will provide reasonable prior written notice to Buyer if it is required to disclose any of Buyer's Confidential Information under operation of law. Buyer expressly reserves the right to disclose any of the terms of this Contract, including but not limited to pricing, to third parties.

12. **LIMITATION ON USE OF PAYMENT:** Supplier shall not offer or use, directly or indirectly, any money, property or anything of value received by Supplier under or pursuant to this Contract to influence improperly or unlawfully any decision, judgment, action or inaction of: any official, employee or representative of any government or agency or instrumentality thereof, or of any government owned or partially government owned entity, or any other person or entity, in connection with or relating to the subject matter of this Contract or any supplement or amendment hereto. No payment shall be made nor shall any transaction be entered into in connection with this Contract that is illegal, improper or intended to unduly or improperly influence any third party, including without limitation, by means of extortion, kickback or bribery. If Supplier breaches the terms of this provision, Buyer may immediately terminate this Contract without any liability.

13. **INTELLECTUAL PROPERTY:** In the event the Contract relates to consulting services, the Supplier shall be considered a consultant and every work or idea created or acquired by or on behalf of the Supplier for Buyer (past and future) shall be considered a "work made for hire" on behalf of the Buyer. It is the intent of the parties that Buyer shall have unrestricted ownership in and to all such works and to any derivative works, without further compensation of any kind to the Supplier. To the extent that the law would fail to automatically vest in Buyer the full unrestricted ownership of all such works under "work for hire" treatment or similar concepts, the Supplier hereby assigns to Buyer the copyright and any and all other rights in and to every such work including any derivatives, and the Supplier waives any claim of moral right that it may have in or in connection with such work. Supplier may not use Buyer's name and/or logo in any manner, other than as may be identified in this Contract, without first obtaining written permission from Buyer.

14. **INDEMNIFICATION:** Supplier will indemnify, defend, and hold harmless Buyer, its directors, officers, employees, agents, representatives, successors, assigns, and customers ("Indemnitees") from and against all liabilities, expenses, suits, claims, actions, demands, judgments, settlements, costs, losses, fines and penalties, including but not limited to attorney fees, costs and expenses of litigation ("Claims"), that arise out of or are related to: (i) the Materials, defective Materials or their manufacture, delivery, use or misuse; (ii) the performance of this Contract; or (iii) breach of any of the provisions of this Contract, whether Claims are caused in whole or in part by any negligence or any act or omission of Supplier, its directors, officers, employees, subcontractors, agents, representatives, successors, or assigns, and regardless of whether or not such negligence or acts or omissions were caused in part by the Indemnitees. Supplier hereby expressly agrees to waive any provision of any workers' compensation act, disability or other employee benefits laws, or any similar laws granting Supplier rights and immunities as an employer, and expressly agrees to indemnify, defend, and hold harmless the Indemnitees against all Claims brought by the workers, servants, agents, or employees of Supplier encompassed by this Indemnification paragraph 14. Among other such laws, Supplier expressly waives application of Section 303(b) of the Pennsylvania Workers' Compensation Act, and Section 35, Article II of the Ohio Constitution and Ohio Revised Code Section 4123.74, as each may be amended or revised from time to time.

15. **INSURANCE:** Supplier agrees: (i) to maintain in full force and effect casualty, property, and other lines of insurance of the types, on the terms and in the amounts commensurate with its business and risks associated therewith ("Insurance") and to comply with applicable workers compensation insurance laws regarding insurance or qualification as a self-insurer; (ii) to the extent permitted by law, to waive rights of subrogation and contribution against Buyer, including Buyer as an additional insured, under policies of Insurance; (iii) to ensure that Buyer is made an additional insured on policies of Insurance under terms of coverage customary to the risk of loss to which Buyer is exposed and that the limits of Insurance to which Buyer is entitled as an additional insured are no less than the amount of total limits of Insurance applicable to Supplier under all of the policies of Insurance; (iv) to ensure that the policies of Insurance are stated to be specifically primary to any of Buyer's insurance policies, which policies shall be, in all respects, excess to Supplier's policies of Insurance; (v) to be solely responsible for any deductibles, self-insured retentions, or other form of self-insurance under the policies of Insurance; (vi) upon Buyer's request, to timely provide written certification, reasonably acceptable to Buyer, certifying the material terms of the policies of Insurance.

16. **FORCE MAJEURE:** Neither party will be in default for any delay or failure to perform its obligations under this Contract if caused by an extraordinary, unforeseen supervening circumstance not within the contemplation of the parties at the time of contracting and beyond the reasonable control of the party affected. The parties agree that there is no agreed source of supply for Supplier to fulfill its obligations under this Contract. The party affected by an event under this paragraph shall furnish prompt written notice of any delays or non-performances (including its anticipated duration) after becoming aware that it has occurred or likely will occur. If Supplier is unable to perform for any reason, Buyer may obtain the Services and purchase the Goods from other sources and reduce its obligations owing to Supplier accordingly without liability to Supplier. Within three business days after written request by the other party, the non-performing party will provide adequate assurances that the non-performance will not exceed 30 days. If the non-performing party does not provide those assurances, or if the non-performance exceeds 30 days, the other party may terminate the Contract by notice given to the non-performing party before performance resumes.

17. **INDEPENDENT CONTRACTOR/SUBCONTRACTS:** Supplier is and will remain an independent Supplier of Buyer. No employee, agent, or representative of Supplier or its subcontractors will be deemed to be an employee of Buyer. Supplier must obtain Buyer's written permission before subcontracting any portion of this Contract. Except for the insurance requirements in this Contract, all subcontracts and orders thereunder will require that the subcontractor or materialman be bound by and subject to the terms and conditions of the Contract. No subcontract or order will relieve Supplier from its obligations to Buyer, including, but not limited to Supplier's insurance and indemnification obligations. No subcontract or order will bind Buyer.

18. **CHANGES:** This Contract may not be modified except by a writing signed by the parties. The Supplier's compensation shall not exceed the maximum set forth in the Purchase Order without a writing expressly authorizing the increase signed by Buyer. Supplier agrees it shall have no right to seek additional sums based on quantum meruit, promissory estoppel, or any other theory of law, regardless of the work it performs related to this Contract.

19. **MERGER AND MODIFICATION:** This Contract is intended to be the complete, exclusive, and fully integrated statement of the parties' agreement regarding the Materials. As such, it is the sole repository of the parties' agreement, and they are not bound by any other agreements, promises, or representations of whatsoever kind or nature. The parties also intend that this complete, exclusive and fully integrated statement of their agreement may not be supplemented or explained (interpreted) by any evidence of trade usage or course of dealing. This Contract may not be modified except by a writing signed by the parties. Regardless of the work performed by Supplier, the Supplier's compensation shall not exceed the maximum set forth in the Purchase Order without a writing expressly authorizing the increase signed by Buyer.

20. **ANTI-WAIVER:** No term or provision of this Contract shall be deemed waived, and no breach excused, unless such waiver or consent is in writing and signed by the party claimed to have provided such waiver or consent. No waiver of any right shall constitute a waiver of any other right, whether of a similar nature or otherwise.

21. **SURVIVAL:** Notwithstanding the expiration, termination, or cancellation of this Contract, it is agreed that those rights and obligations which by their nature and context are intended to survive such expiration or termination will survive beyond such expiration, termination, or cancellation.

22. **ASSIGNMENT:** Neither this Contract, nor Supplier's rights and obligations hereunder, are assignable by Supplier without the prior written consent of Buyer. No such consent or assignment will release Supplier or alter Supplier's liability to perform all of its obligations under this Contract. Any attempted assignment without the prior written consent of Buyer will be null and void.

23. **NO VIOLATION OF LAW:** Supplier agrees to comply with all pertinent federal, state, municipal and local laws, regulations, ordinances and codes of any governmental authority having jurisdiction. Unless this Contract is otherwise exempted by law, Supplier will comply with Executive Order 11246, as amended by Executive Order 11375 (Equal Employment Opportunity) the Rehabilitation Act of 1973, the Vietnam Era Veteran's Readjustment Assistance Act of 1974 and the Americans with Disabilities Act, as they have been or may be amended from time to time, and regulations implementing such statutes; and any similar state and local laws and ordinances and the regulations implementing such statutes. Supplier warrants that the Goods and Services delivered hereunder were produced at facilities complying with all applicable provisions of the Occupational Safety and Health Act and applicable regulations under that Act. Supplier further warrants that it will comply, where applicable, and without limitation, with all orders, standards, and regulations of the pertinent governmental administrations. Supplier 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 or individuals with disabilities, and prohibit discrimination against all individuals based on their race, color, religion, sex, or national origin. 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, national origin, protected veteran status or disability.

24. **CHOICE OF LAW AND CHOICE OF FORUM:** Any and all claims or matters of dispute between the parties to this Contract, whether arising from the Contract itself or arising from alleged extra-contractual facts or incidents, including, without limitation, fraud, misrepresentation, negligence or any other alleged tort or any breach of the Contract, shall be resolved, governed by, construed, and enforced in accordance with the laws of Ohio, regardless of the legal theory upon which such matters are asserted, including Ohio's statutes of limitations but not including its choice of laws rules. The application of the United Nations Convention on Contracts for the International Sale of Goods ("CISG") is hereby expressly excluded. Any and all claims or matters of dispute referenced in this paragraph shall be resolved in a court of competent jurisdiction in Columbus, Ohio, which courts shall have exclusive jurisdiction of all such disputes. Supplier waives any and all objections that it might otherwise have as to personal jurisdiction or venue in such courts.