



Dover Tubular Alloys

Trusted By Top Distributors Globally.

TERMS AND CONDITIONS OF SALE

These Terms and Conditions of Sale (the “Terms and Conditions”) constitute a legally binding contract between Dover Tubular Alloys, Inc. (“Seller”) and the customer (“Customer”) identified on the purchase order that has been issued by Customer and accepted by Seller (the “Order”). These Terms and Conditions shall govern Seller’s sale to Customer of the products specified on the Order (the “Products”) and any related services (e.g., cutting) specified therein (the “Services”). The applicable Order shall be deemed to be incorporated herein by reference.

1. **CONTRACT TERMS; ACCEPTANCE BY CUSTOMER.** Seller hereby expressly rejects any terms or conditions that are different from these Terms and Conditions, whether such different terms are set forth on the Order or in any other document exchanged by the parties. Neither Seller’s delivery of the Products, performance of the Services, nor any other action, conduct, or performance shall constitute acceptance of terms or conditions different from these Terms and Conditions. Customer shall be deemed to have accepted these Terms and Conditions by issuing an Order or by any other statement or e-mail, act, course of conduct, dealing, or performance constituting acceptance under applicable law, including failure to object in writing to these Terms and Conditions within a reasonable time or by acceptance of the Products or Services.

2. **PRICES AND PAYMENT TERMS.** The prices for the Products and Services shall be as stated on the Order (the “Prices”). Payment of the Prices is due in full thirty (30) days from the invoice date. Invoices shall be issued upon or after the delivery of the Products to Customer or Customer’s agent. Customer acknowledges that Seller’s credit department may, in its sole discretion, impose more stringent payment requirements, including requiring payment in advance or requiring provision of an irrevocable letter of credit. Should Customer become delinquent in payment of any sum due hereunder, Seller shall not be obligated to continue performance under these Terms and Conditions. Any amounts not paid when due will be subject to a service charge of one and one-half percent (1.5%) of the amount due per month or the highest rate permitted under applicable law, whichever is less. Seller shall be entitled to recover all reasonable costs of collection (including reasonable attorneys’ fees, expenses, and costs) incurred in attempting to collect undisputed payments from Customer that are more than sixty (60) days delinquent. Customer shall pay all sales, use, value-added, excise, or similar taxes and duties and any shipping, delivery, and related insurance costs applicable to the Products and Services. In lieu of certain tax payments, Customer may provide Seller with a tax exemption certificate acceptable to the taxing authorities. Customer agrees to reimburse Seller for any such amounts which Seller incurs on behalf of Customer. All payments to Seller shall be made in U.S. Dollars.

3. **SECURITY INTEREST.** If Customer fails to pay the total sum due hereunder within sixty (60) days of shipment, Seller hereby reserves and Customer hereby grants a purchase money security interest in the Products sold hereunder and the proceeds thereof. In the event of default by Customer of any of its obligations to Seller, Seller shall have the right to repossess the Products sold hereunder without liability to Customer. Customer hereby authorizes Seller to file one or more financing statements signed only by Seller without Customer’s signature and to use a copy of these



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Terms and Conditions as an exhibit to any financing statement. Upon request of Seller, Customer agrees to promptly execute financing statements and such other instruments as Seller desires to perfect or maintain its security interest.

4. **ORDER CHANGES.** Customer may cancel an Order or modify the delivery dates, quantities, specifications, or other terms of an Order, only with the prior written consent of Seller.

5. **DELIVERY AND TITLE.** Seller shall use commercially reasonable efforts to deliver Products to Customer by the delivery dates specified on the Order; provided, however, that any changes in an Order made pursuant to Section 4 will likely result in delayed deliveries. Customer hereby acknowledges and agrees that several other variables may affect such delivery date, including the weather, material accessibility, and subcontractors' completion of work, all of which may delay the delivery date. Unless otherwise set forth in an Order, all Products are sold FCA (INCOTERMS 2020) Seller's facility. Products are delivered when Seller loads them onto the commercial carrier at Seller's facility. At this point, Customer becomes responsible for risk of loss and damage. If any Product is lost or damaged while it is being transported, Seller will use reasonable efforts to assist Customer in resolving the issue with the carrier. Seller does not clear the Products for import into Customer's country. Doing so is Customer's responsibility. Title to the Products will pass to Customer upon Seller's delivery of the Products to the carrier.

6. **INSPECTION AND ACCEPTANCE.** Customer shall inspect all of the Products upon receipt. Customer shall be deemed to have irrevocably accepted all of the Products and to have waived and released all claims of failure of the Products to conform to those ordered, unless Customer provides written notice to Seller itemizing any nonconformance within ten (10) days after delivery of the Products to Customer or Customer's agent.

7. **LIMITED WARRANTY.** Seller warrants that: (i) it has the right to convey good title to the Products, free and clear of any lien or encumbrance; (ii) the Products shall meet their specifications in all material respects at the time of shipment; and (iii) it shall perform the Services in accordance with all applicable laws, rules, and regulations. Any alleged breach of the foregoing limited warranty must be promptly reported to Seller. If Seller determines, in its sole reasonable discretion, that any Product does not conform to the warranty stated in this Section, Customer's sole and exclusive remedy and Seller's sole and exclusive obligation, at Seller's option, shall be for Seller to either: (i) replace the nonconforming Product at Seller's own expense; or (ii) credit Customer the purchase Price for the nonconforming Product.

8. **DISCLAIMER.** EXCEPT AS EXPRESSLY PROVIDED IN SECTION 7, THE PRODUCTS, THE SERVICES, AND ANY OTHER MATERIALS PROVIDED BY SELLER HEREUNDER ARE PROVIDED "AS IS," AND SELLER MAKES AND GIVES NO OTHER REPRESENTATIONS OR WARRANTIES WHATSOEVER, AND EXPRESSLY DISCLAIMS ALL OTHER WARRANTIES, WHETHER EXPRESS, IMPLIED, OR STATUTORY, INCLUDING WITHOUT LIMITATION, WARRANTIES OF MERCHANTABILITY AND



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FITNESS FOR A PARTICULAR PURPOSE, ANY WARRANTIES OF NON-INFRINGEMENT, AND ANY WARRANTIES ARISING FROM COURSE OF DEALING, COURSE OF PERFORMANCE, OR USAGE OF TRADE.

9. LIMITATION OF LIABILITY. IN NO EVENT SHALL SELLER BE LIABLE TO CUSTOMER OR ANY OTHER PERSON FOR INDIRECT, INCIDENTAL, CONSEQUENTIAL, SPECIAL, PUNITIVE, OR EXEMPLARY DAMAGES; ANY LOSS OF PROFITS, REVENUES, OR BUSINESS; COST OF CAPITAL; COST OF PURCHASE; COST OF RECALL; OR COST OF REPLACEMENT GOODS WHETHER ARISING OUT OF WARRANTY OR OTHER CONTRACT, NEGLIGENCE, OR OTHER TORT, OR OTHERWISE. FURTHER, IN NO EVENT SHALL SELLER BE LIABLE FOR ANY AMOUNT IN EXCESS OF THE PRICE OF THE PARTICULAR PRODUCT OR SERVICE SPECIFIED ON AN ORDER THAT IS THE SUBJECT MATTER OF A DISPUTE.

10. CONFIDENTIALITY. Customer agrees to keep confidential any non-public commercial information (including Prices) received from Seller as a result of discussions, negotiations, and other communications between the parties.

11. GENERAL PROVISIONS.

A. Entire Agreement. These Terms and Conditions are the sole and complete agreement between Seller and Customer with respect to the subject matter hereof, and supersedes any and all prior oral and written understandings with respect to such subject matter. Seller's representatives may have made oral statements about the Products. Those statements are not warranties, should not be relied upon by Customer, and are not part of these Terms and Conditions.

B. Modification and Waiver. No amendment to, or modification or waiver of, any provision of these Terms and Conditions shall be binding upon the parties unless set forth in a written document signed by both parties.

C. Assignment; Binding Effect. Neither party may assign or transfer any of the rights, duties, or obligations herein without the prior written consent of the other, and any purported attempt to do so shall be null and void. Notwithstanding the foregoing, either party may, without the other party's consent, assign or transfer these Terms and Conditions to an affiliate or to a successor in the event of a merger, sale of equity interests, sale of all or substantially all assets, or other change of control transaction involving such party.

D. No Third-Party Beneficiaries. Nothing contained herein shall give to any other person any benefit or any legal or equitable right, remedy, or claim.

E. Governing Law and Forum. These Terms and Conditions, and any and all disputes, claims and controversies directly or indirectly arising from or relating to these Terms and Conditions, will be governed by and construed under the laws of the State of New Jersey, without reference to its conflicts of law principles. The United Nations Convention on Contracts for the International Sale of Goods does not apply to this Agreement. Any dispute, claim or controversy



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that directly or indirectly arises out of or relates to these Terms and Conditions will be first negotiated in good faith by the parties. If such negotiations do not result in a mutually-agreeable resolution, either party may bring a claim against the other party, provided that such claim will be exclusively venued in the state or federal courts located in the State of New Jersey. Each party hereby consents, agrees, and submits to the exclusive jurisdiction of such courts for all suits, actions, or proceedings directly or indirectly arising out of or relating to these Terms and Conditions, and waives any and all objections to such courts, including, but not limited to, objections based on improper venue or inconvenient forum.

F. Force Majeure. Seller shall not be liable for any delay or non-delivery of any of the Products or other nonperformance caused, in whole or part, by any contingency or event beyond Seller's reasonable control, including, without limitation, any epidemic or pandemic; acts of God; acts of any government or any agency or subdivision thereof; fire; strikes; war; machinery breakage; failure of a communications or internet provider; transportation delays; shortage of or inability to secure labor, fuel, energy, materials, or supplies at reasonable prices or from regular sources; riots or acts of a public enemy; terrorist acts; and any existing or future laws or regulations with which Seller, in its judgment and discretion, deems it advisable to comply as its legal duty.

G. Severability. If any provision hereof is held to be unenforceable by final order of any court of competent jurisdiction, such provision shall be severed herefrom and shall not affect the interpretation or enforceability of the remaining provisions hereof.

H. Survival. The following Sections shall survive any expiration, termination, or cancellation of these Terms and Conditions: Sections 1, 2 (until all amounts due hereunder are paid), 3, and 8-11.