

GENERAL TERMS AND CONDITIONS OF SALE

1. **Applicability.** These terms and conditions of sale (these “**Terms**”) are the only terms which govern the sale of the goods (“**Goods**”) and services (“**Services**”) by The Worthington Steel Company and its Affiliates (collectively, “**Seller**”) to the buyer named on the quotation, sales confirmation, purchase order, or any other ordering document (“**Buyer**”). The accompanying quotation, sales confirmation, purchase order, or other ordering document, as applicable (collectively, the “**Sales Confirmation**”), Seller’s claims policies located here: <https://www.worthingtonsteel.com/company/company-resources> (“**Claims Policies**”), and these Terms (collectively, this “**Agreement**”) comprise the entire agreement between the parties, and supersede any and all prior or contemporaneous understandings, agreements, negotiations, representations and warranties, and communications, both written and oral. These Terms prevail over any of Buyer’s general terms and conditions of purchase regardless of whether or when Buyer has submitted its purchase order or such terms. Fulfillment of Buyer’s order does not constitute acceptance of any of Buyer’s terms and conditions, all of which are hereby deemed rejected, and does not serve to modify or amend these Terms. Notwithstanding anything to the contrary contained in this Agreement, Seller may, from time to time change the Goods and/or Services without the consent of Buyer provided that such changes do not materially affect the nature or scope of the Goods or Services, or the fees or any performance dates set forth in the Sales Confirmation. “Affiliate” means any entity that directly, or indirectly through one or more intermediaries, controls, is controlled by, or is under common control with a party. “Control,” including the terms “controlling,” “controlled by” and “under common control with,” for purposes of this definition, means the possession, direct or indirect, of the power to direct or cause the direction of the management and policies of an entity, whether through the ownership of voting securities, through membership, by contract or otherwise.

2. Delivery of Goods and Performance of Services.

(a) The Goods will be delivered within a reasonable time after the receipt of Buyer’s purchase order, subject to availability of finished Goods. Seller shall not be liable for any delays, loss, or damage in transit. Unless otherwise agreed in writing by the parties, Seller shall deliver the Goods using Seller’s standard methods for packaging and shipping such Goods. Buyer shall be responsible for all loading costs and provide equipment and labor reasonably suited for receipt of the Goods and will unload and release all transportation equipment promptly so Seller incurs no demurrage or other expense. Seller may, in its sole discretion, without liability or penalty, make partial shipments of Goods to Buyer. Each shipment will constitute a separate sale, and Buyer shall pay for the units shipped whether such shipment is in whole or partial fulfillment of Buyer’s purchase order.

(b) Seller shall use reasonable efforts to meet any performance dates to render the Services specified in the Sales Confirmation, and any such dates shall be estimates only. With respect to the Services, Buyer shall (i) cooperate with Seller in all matters relating to the Services and provide such access to Buyer’s facilities as may reasonably be requested by Seller, for the purposes of performing the Services; (ii) respond promptly to any Seller request to provide direction, information, approvals, authorizations, or decisions that are reasonably necessary for Seller to perform Services in accordance with the requirements of this Agreement; (iii) provide such customer materials or information as Seller may reasonably request to carry out the Services in a timely manner and ensure that such customer materials or information are complete and accurate in all material respects; and (iv) obtain and maintain all necessary licenses and consents and comply with all applicable laws in relation to the Services before the date on which the Services are to start.

(c) With respect to Services: (i) material in Seller’s plant after thirty (30) days will be assessed a storage charge per month or fraction thereof; (ii) Buyer shall take delivery of materials within the later of thirty (30) days after the wanted date shown on the Sales Confirmation or thirty (30) days after notification that the materials are ready for shipment; (iii) if Buyer does not arrange to take delivery of the materials in accordance with this Agreement, Seller may, at Seller’s option, exercise any or all of the following: (1) invoice the full processing charge; (2) store the material in Seller’s building and charge a monthly storage fee in an amount determined by Seller; (3) add any applicable price increases listed on the Sales Confirmation; (4) charge for any shelf life related repair work to the product or protective coatings harmed while such material is being stored; (5) charge applicable freight when shipment to Buyer or Buyer’s designated location is made; and (6) Seller also reserves the right to divide Buyer’s order into separate shipments and to invoice and otherwise treat each shipment as a separate contract subject to these Terms; (iv) on material found to be out of ordered specifications, Seller may at its option invoice the processing charge within a thirty (30) day period; (v) any amendments to the original order may be subject to a service charge; and (vi) when so agreed, Seller will inspect the material according to standards and directions received from Buyer; it being understood that Buyer’s remedy for Seller’s failure to correctly inspect as instructed for pre-existing defects in the material is limited solely to reimbursement of the inspection charge.

(d) In addition to, and without limiting, any other provision of this Agreement, Seller will not be liable for, and Buyer will not be entitled to recover or assert as an offset, deduction, chargeback, or other claim against Seller for, any expedited or premium freight, downtime, production interruptions, overtime, replacement material or product, procurement from an alternative supplier, or similar costs, expenses, or damages arising out of or relating to Seller’s delivery of the Goods or performance of the Services.

3. **Title and Risk of Loss.** Unless otherwise set forth in the Sales Confirmation, delivery of the Goods shall be made FOB shipping point designated in the Sales Confirmation. Title and risk of loss pass to Buyer upon tender of the Goods to the initial carrier at the point of shipment. As collateral security for the payment of the purchase price of the Goods, Buyer hereby grants to Seller a lien on and security interest in and to all of the right, title, and interest of Buyer in, to and under the Goods, wherever located, and whether now existing or hereafter arising or acquired from time to time, and in all accessions thereto and replacements or modifications thereof, as well as all proceeds (including insurance proceeds) of the foregoing. The security interest granted under this provision constitutes a purchase money security interest under the Ohio Uniform Commercial Code.

4. **Buyer’s Acts or Omissions.** If Seller’s performance of its obligations under this Agreement is prevented or delayed by any act or omission of Buyer or its agents, subcontractors, consultants, or employees, Seller shall not be deemed in breach of its obligations under this Agreement or otherwise liable for any costs, charges, or losses sustained or incurred by Buyer, in each case, to the extent arising directly or indirectly from such prevention or delay. Seller accepts no responsibility to Buyer or any person or entity claiming by or through Buyer for compliance with any statute, governmental rule or regulation by reason of Buyer’s intended use of the Goods.

5. **Inspection and Rejection of Nonconforming Goods.** Unless otherwise set forth in the Sales Confirmation, Buyer shall inspect the Goods promptly upon receipt and in accordance with the Claims Policies. Buyer will be deemed to have accepted the Goods unless it notifies Seller in writing of any Nonconforming Goods within ten (10) calendar days after receipt, unless a different period is designated in the Claims Policies, in which case the time period in the Claims Policies will control, and furnishes such written evidence or other documentation as reasonably required by Seller. “**Nonconforming Goods**” means only the following: (i) product shipped is different than identified in Buyer’s purchase order; or (ii) product’s label or packaging incorrectly identifies its contents. If Buyer timely notifies Seller of any Nonconforming Goods, Seller shall, in its sole discretion, (iii) replace such Nonconforming Goods with conforming Goods, or (iv) credit or refund the Price for such Nonconforming Goods, together with any reasonable shipping and handling expenses incurred by Buyer in connection therewith. Buyer acknowledges and agrees that the remedies set forth in this Section are Buyer’s exclusive remedies for the delivery of Nonconforming Goods. Except as provided under this Section, all sales of Goods to Buyer are made on a one-way basis and Buyer has no right to return Goods purchased under this Agreement to Seller.

6. Price. Buyer shall purchase the Goods and Services from Seller at the prices (the “**Prices**”) set forth in the Sales Confirmation. If the Prices should be increased by Seller before delivery of the Goods to a carrier for shipment to Buyer, then these Terms shall be construed as if the increased prices were originally inserted herein, and Buyer shall be billed by Seller on the basis of such increased prices. Buyer agrees to reimburse Seller for all reasonable travel and out-of-pocket expenses incurred by Seller in connection with the performance of the Services. All Prices are exclusive of all sales, use, and excise taxes, tariffs, customs duties, import fees, and any other similar taxes, duties, fees, and charges of any kind imposed by any governmental authority on any amounts payable by Buyer or arising from the sale, export, import, delivery, or transfer of the Goods or Services (“**Taxes and Fees**”). Buyer shall be responsible for and pay all such Taxes and Fees; provided, that, Buyer shall not be responsible for any taxes imposed on, or with respect to, Seller’s income, revenues, gross receipts, personal or real property, or other assets.

7. Payment Terms. Unless otherwise set forth in the Sales Confirmation, Buyer shall pay all invoiced amounts due to Seller within ten (10) days from the date of Seller’s invoice for Services and thirty (30) days from the date of Seller’s invoice for Goods. Buyer shall make all payments hereunder in US dollars. Buyer shall pay interest on all late payments at the lesser of the rate of 1.5% per month or the highest rate permissible under applicable law, calculated daily and compounded monthly. Buyer shall reimburse Seller for all costs incurred in collecting any late payments, including, without limitation, attorneys’ fees. In addition to all other remedies available under these Terms or at law (which Seller does not waive by the exercise of any rights hereunder), Seller shall be entitled to suspend the delivery of any Goods or performance of any Services and stop Goods in transit if Buyer fails to pay any amounts when due hereunder and such failure continues for fifteen (15) days following written notice thereof. Buyer shall not withhold payment of any amounts due and payable by reason of any set-off of any claim or dispute with Seller, whether relating to Seller’s breach, bankruptcy or otherwise.

8. Limited Warranty.

(a) Seller warrants to Buyer that, upon delivery, the Goods will materially conform to Seller’s published specifications in effect as of the date of manufacture and will be free from material defects in material and workmanship. Notwithstanding the foregoing, variations in processing and variations in the Goods as to composition, dimensions, quantity and the like shall be permissible and not cause for breach or Buyer’s rejection or revocation if within prevailing industry standards.

(b) Seller warrants to Buyer that it shall perform the Services using personnel of required skill, experience, and qualifications and in a professional and workmanlike manner in accordance with generally recognized industry standards for similar services and shall devote adequate resources to meet its obligations under this Agreement.

(c) **EXCEPT FOR THE WARRANTIES SET FORTH ABOVE IN THIS SECTION 8, SELLER MAKES NO WARRANTY WHATSOEVER WITH RESPECT TO THE GOODS OR SERVICES, INCLUDING ANY (a) WARRANTY OF MERCHANTABILITY; OR (b) WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE, WHETHER EXPRESS OR IMPLIED BY LAW, COURSE OF DEALING, COURSE OF PERFORMANCE, USAGE OF TRADE, OR OTHERWISE, ALL OF WHICH ARE HEREBY EXPRESSLY DISCLAIMED. SELLER’S WARRANTIES ARE GIVEN ONLY TO BUYERS WHO BUY DIRECTLY FROM SELLER FOR RESALE OR FOR COMMERCIAL OR INDUSTRIAL USE AND ARE NOT TRANSFERABLE.**

(d) The Seller shall not be liable for a breach of the warranties set forth in Section 8(a) or Section 8(b) unless: (i) Buyer gives written notice of the defective Goods or Services, as the case may be, reasonably described, to Seller within five (5) days of the time when Buyer discovers or ought to have discovered the defect; (ii) if applicable, Seller is given a reasonable opportunity after receiving the notice of breach of the warranty set forth in Section 8(a) to examine such Goods and Buyer (if requested to do so by Seller) returns such Goods to Seller’s place of business at Seller’s cost for the examination to take place there; and (iii) Seller reasonably verifies Buyer’s claim that the Goods or Services are defective.

(e) The Seller shall not be liable for a breach of the warranty set forth in Section 8(a) or Section 8(b) if: (i) Buyer makes any further use of such Goods after giving such notice; (ii) the defect arises because Buyer failed to follow Seller’s oral or written instructions as to the storage, installation, commissioning, use or maintenance of the Goods; or (iii) Buyer alters or repairs such Goods without the prior written consent of Seller.

(f) Subject to Section 8(d) and Section 8(e) above, with respect to any Goods subject to a claim under the warranty set forth in Section 8(a), Seller shall, in its sole discretion, either: (i) repair or replace such Goods (or the defective part) or (ii) credit or refund the price of such Goods at the pro rata contract rate provided that, if Seller so requests, Buyer shall, at Seller’s expense, return such Goods to Seller.

(g) Subject to Section 8(d) and Section 8(e) above, with respect to any Services subject to a claim under the warranty set forth in Section 8(b), Seller shall, in its sole discretion, (i) repair or re-perform the applicable Services or (ii) credit or refund the price of such Services at the pro rata contract rate.

(h) **THE REMEDIES SET FORTH IN SECTION 8(f) AND SECTION 8(g) SHALL BE THE BUYER’S SOLE AND EXCLUSIVE REMEDY AND SELLER’S ENTIRE LIABILITY FOR ANY BREACH OF THE LIMITED WARRANTIES SET FORTH IN SECTION 8(a) AND SECTION 8(b), RESPECTIVELY.**

9. Limitation of Liability. **IN NO EVENT SHALL SELLER BE LIABLE TO BUYER OR ANY THIRD PARTY FOR ANY LOSS OF USE, REVENUE OR PROFIT OR LOSS OF DATA OR DIMINUTION IN VALUE, OR FOR ANY CONSEQUENTIAL, INDIRECT, INCIDENTAL, SPECIAL, EXEMPLARY, OR PUNITIVE DAMAGES WHETHER ARISING OUT OF BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE), OR OTHERWISE, REGARDLESS OF WHETHER SUCH DAMAGES WERE FORESEEABLE AND WHETHER OR NOT SELLER HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, AND NOTWITHSTANDING THE FAILURE OF ANY AGREED OR OTHER REMEDY OF ITS ESSENTIAL PURPOSE. IN NO EVENT SHALL SELLER’S AGGREGATE LIABILITY ARISING OUT OF OR RELATED TO THIS AGREEMENT, WHETHER ARISING OUT OF OR RELATED TO BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE), OR OTHERWISE, EXCEED THE TOTAL OF THE AMOUNTS PAID TO SELLER FOR THE GOODS AND SERVICES SOLD HEREUNDER. BUYER ASSUMES ALL RISK AND LIABILITY FOR RESULTS OBTAINED BY THE USE OF ANY GOOD DELIVERED HEREUNDER.**

10. Compliance with Law. Buyer shall comply with all applicable laws, regulations, and ordinances. Buyer shall obtain, maintain in effect, prepare, provide, and file, as applicable, all the licenses, permissions, authorizations, consents, declarations, certifications, filings, customs documentation, permits, and other

documentation necessary or appropriate to carry out its obligations under this Agreement, consummate the transactions contemplated hereby, and comply with applicable law. Buyer shall comply with all export and import laws of all countries involved in the sale of the Goods under this Agreement or any resale of the Goods by Buyer. Buyer assumes all responsibility for shipments of Goods requiring any government import clearance. Seller may terminate this Agreement if any governmental authority imposes antidumping or countervailing duties or any other duties or penalties on the Goods.

11. Termination. In addition to any remedies that may be provided under these Terms, Seller may terminate this Agreement, or any part hereof, with immediate effect upon written notice to Buyer, if Buyer: (a) fails to pay any amount when due under this Agreement and such failure continues for ten (10) days after Buyer's receipt of written notice of nonpayment; (b) has not otherwise performed or complied with any of these Terms, in whole or in part; or (c) becomes insolvent, files a petition for bankruptcy or commences or has commenced against it proceedings relating to bankruptcy, receivership, reorganization, or assignment for the benefit of creditors.

12. Waiver. No waiver by Seller of any of the provisions of this Agreement is effective unless explicitly set forth in writing and signed by Seller. No failure to exercise, or delay in exercising, any right, remedy, power or privilege arising from this Agreement operates, or may be construed, as a waiver thereof. No single or partial exercise of any right, remedy, power or privilege hereunder precludes any other or further exercise thereof or the exercise of any other right, remedy, power, or privilege.

13. Confidential Information. All non-public, confidential or proprietary information of Seller, including but not limited to, specifications, samples, patterns, designs, plans, drawings, documents, data, business operations, customer lists, pricing, discounts, or rebates, disclosed by Seller to Buyer, 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 this Agreement is confidential, solely for the use of performing this Agreement and may not be disclosed or copied unless authorized in advance by Seller in writing. Upon Seller's request, Buyer shall promptly return all documents and other materials received from Seller. Seller shall be entitled to injunctive relief for any violation of this Section.

14. Force Majeure. No party shall be liable or responsible to the other party, nor be deemed to have defaulted under or breached this Agreement, for any failure or delay in fulfilling or performing any term of this Agreement (except for any obligations of Buyer to make payments to Seller hereunder), when and to the extent such failure or delay is caused by or results from acts beyond the impacted party's reasonable control, including, but not limited to, fire, explosion, accident, strike, adverse weather conditions, failure or refusal of any carrier to transport materials, delay in transport thereof, failure of any mill or other source of supply to honor orders within required time periods, shortage or lack of material, fuel or power, sale or transfer of manufacturing facilities, embargo or any act of God or action or request of any governmental authority. If, due to any such occurrence, Seller is unable to supply total demands for any Goods or Services, Seller may allocate production and processing and deliveries in any manner Seller deems fair and reasonable. It is a contingency of this Agreement that Seller's sources of supply, including mills, will respond to, accept and otherwise process any orders from Seller in a manner consistent with recent prior processing thereof, and the continued occurrence of this contingency is a basic assumption underlying this Agreement.

15. Assignment. Buyer shall not assign any of its rights or delegate any of its obligations under this Agreement without the prior written consent of Seller. Any purported assignment or delegation in violation of this Section is null and void. No assignment or delegation relieves Buyer of any of its obligations under this Agreement.

16. Relationship of the Parties. The relationship between the parties is that of independent contractors. Nothing contained in this Agreement 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.

17. No Third-Party Beneficiaries. This Agreement 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.

18. Governing Law; Jurisdiction. All matters arising out of or relating to this Agreement are governed by and construed in accordance with the internal laws of the State of Ohio without giving effect to any choice or conflict of law provision or rule (whether of the State of Ohio or any other jurisdiction) that would cause the application of the laws of any jurisdiction other than those of the State of Ohio. Any legal suit, action, or proceeding arising out of or relating to this Agreement shall be instituted in the federal courts of the United States of America or the courts of the State of Ohio in each case located in Franklin County, Ohio, and each party irrevocably submits to the exclusive jurisdiction of such courts in any such suit, action, or proceeding.

19. Notices. All notices, requests, 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 the Sales Confirmation or to such other address that may be designated by the receiving party in writing. In the case of Notices to Seller, a copy must be sent to legalcompliance@worthingtonsteel.com. All Notices shall be delivered by personal delivery, nationally recognized overnight courier (with all fees pre-paid), or certified or registered mail (in each case, return receipt requested, postage prepaid). Except as otherwise provided in this Agreement, a Notice is effective only if the party giving the Notice has complied with the requirements of this Section.

20. Severability. If any term or provision of this Agreement 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.

21. Survival. Provisions of these Terms which by their nature should apply beyond their terms will remain in force after any termination or expiration of this Agreement.

22. Amendment and Modification. These Terms may only be amended or modified in a writing stating specifically that it amends these Terms and is signed by an authorized representative of each party.