

GENERAL TERMS AND CONDITIONS FOR TRANSPORTATION SERVICES

Except as otherwise expressly set forth in the Shipment Request (as defined below), the parties agree that the following General Terms and Conditions ("Terms and Conditions") shall govern the transaction contemplated under Service Provider's quotation:

1. The Agreement.

1.1. Formation. Service Provider will issue a quotation or pricing proposal upon request by a customer ("Customer"). Each quotation issued by Service Provider is Service Provider's offer to provide the transportation and related services identified in the quotation ("Transportation Services"). Transportation Services will be performed by thyssenkrupp Supply Chain Services NA, Inc., a Michigan corporation ("Service Provider") and together with Customer are collectively, the "Parties" and each, a "Party" or, in the case of brokerage services as further defined herein, a Permitted Subcontractor. All Transportation Services are subject to the terms and conditions expressed herein, which may not be modified, amended or waived except by express written consent executed by a duly authorized representative of Service Provider ("Authorized Representative"). Customer may accept Service Provider's quotation via e-mail, or by executing Service Provider's quotation in writing (such date of acceptance or execution being the "Effective Date"). Upon Customer's acceptance of Service Provider's quotation, Service Provider's quotation, including, if applicable, Basic Shipment Terms, these Terms and Conditions, and any other documents specifically incorporated in Service Provider's quotation constitute a binding contract between Customer and Service Provider (the "Agreement"). The parties acknowledge and agree that the Agreement does not include any alternate or additional terms proposed by Customer unless Service Provider expressly agreed to such alternate or additional terms in writing. The Agreement will constitute the entire agreement between the Parties regarding the subject matter thereof and will replace any other agreements or understandings between the Parties. Except as otherwise provided herein, capitalized terms used herein shall have the meanings set forth in Section 25.

2. Services.

2.1. Provision of Services. Service Provider shall provide Transportation Services to Customer as requested by Customer from time to time during the Term. As further detailed herein, Service Provider may provide road transportation services using Service Provider's own assets or brokerage services, in which the transportation will be performed by a third party carrier selected by Service Provider.

2.2. Subcontractors. Service Provider may subcontract with any Person to perform the Transportation Services for Customer (each such subcontractor, a "Permitted Subcontractor").

2.3. Brokerage Services. For brokered shipments, Service Provider agrees to arrange for the pick-up, transport, and delivery of the shipments by third party carriers that hold the proper government authority to perform the requested service(s). In arranging transportation services for Customer, Broker shall not be responsible for packaging, handling or loading of shipments – which shall instead be the responsibility of Customer and/or the underlying third-party carrier selected by Service Provider to transport the shipments. Service Provider has the sole right to select the carriers used to perform the transportation services, and Service Provider is solely authorized to make the necessary transportation arrangements with regard to each shipment tendered by Customer to Service Provider. In performing brokerage services for Customer, Service Provider shall only select carriers that meet the following criteria:

2.3.1. FMCSA Authority. Third party carriers selected by Service Provider shall have and maintain proper and necessary authority from the Federal Motor Carrier Safety Administration ("FMCSA") and any applicable state agency to perform transportation services in intrastate, interstate and/or foreign commerce.

2.3.2. Safety. Service Provider shall only select a carrier to transport a shipment if: (i) at the time the shipment is to be transported, the carrier has a safety rating or determination from the U.S. Department of Transportation ("U.S. DOT")/FMCSA that is either "Satisfactory," "Unrated," "None," "Continue To Operate" or similar safety rating issued by the FMCSA, or (ii) the carrier has an FMCSA safety rating or fitness determination of "Conditional" or the equivalent, but has furnished evidence satisfactory to Service Provider regarding corrective action taken by the carrier to fully correct the safety deficiency(ies) which resulted in the carrier receiving such rating.

3. Shipment Procedure.

3.1. Service Provider's Right to Reject Requests for Transportation Services. Service Provider has the right to reject any request for Transportation Services for any reason.

3.2. Bills of Lading and Shipment Receipts. Each Shipment under the Agreement shall be evidenced by a shipment receipt or bill of lading in the form specified by Service Provider, which shall be signed by Service Provider or its agent, employee, or subcontractor showing the kind and quantity of Goods received by Service Provider or its subcontractor at the Pick-up Location, Service Provider. Any such receipt shall be *prima facie* evidence of the receipt by Service Provider or its subcontractor of such property in good order and condition unless otherwise noted by the Service Provider or its subcontractor. Service Provider or its

subcontractor shall deliver the Goods only to the consignee named on the bill of lading.

4. Shipment and Delivery.

4.1. Delivery. Service Provider shall deliver or cause to be delivered the shipment of Goods under the applicable Shipment Request (the "Shipment") to the Delivery Location listed in the Basic Shipment Terms, using the agreed Transportation Service.

4.2. Customer Responsibilities. Customer shall properly pack and mark the Goods and provide Service Provider with shipment documentation showing the purchase order number, Customer's identification number for the Shipment, the quantity in the Shipment (including weight, volume, and the number of cartons or pallets), consignee's name and the country of origin.

4.3. Items of Extraordinary Value; Explosives, Dangerous, or Hazardous Goods.

4.3.1. Service Provider will not be required to carry or be liable in any way for any documents, coin money, or articles of extraordinary value unless expressly agreed by Service Provider. In such an event, a stipulated value shall be stated on the bill of lading issued by Service Provider.

4.3.2. Customer shall not tender any hazardous or dangerous Goods to Service Provider for shipment unless Service Provider has expressly agreed to transport such Goods. If Customer ships explosives, dangerous, or hazardous goods without previous full written disclosure to Service Provider of their nature, Customer shall be liable for and indemnify Service Provider against all loss or damage caused by those goods. Service Provider may, but shall have no obligation to, warehouse such Goods at Customer's risk and expense or destroy such Goods without liability to Service Provider. Customer and Service Provider shall comply with all applicable laws and regulations relating to the transportation of hazardous materials as defined in 49 C.F.R. Parts 171 et seq. to the extent that any shipments constitute hazardous materials.

4.4. Transportation Schedule. Unless arranged or agreed upon, in writing, prior to shipment, Service Provider is not required to transport a shipment by a particular schedule or by a particular date or time, but is responsible to transport the Goods with reasonable dispatch. In case of physical necessity, Service Provider may forward a shipment via another carrier.

5. Risk of Loss.

5.1. Service Provider shall be responsible for loss of and damage to the Goods commencing when

Service Provider picks up the Goods at the Pick-up Location until the time Service Provider delivers the Shipment to the Delivery Location. Permitted Subcontractors shall be responsible for loss of or damage to the Goods while in Permitted Subcontractor's care, custody, or control.

5.2. Notwithstanding the foregoing, Service Provider, or the Permitted Subcontractor as applicable, shall not be liable for any loss of or damage to the Goods or for any delay caused by (i) an act of god, public enemy, the authority of law; (ii) the act or default of Customer (iii) when the Goods are stopped and held in transit on the request of Customer or other party entitled to make such request; (iv) from faulty or impassable highway, or by lack of capacity of a highway bridge or ferry; or (v) from a defect or vice in the Goods.

5.3. Claims. Service Provider shall not be liable if a claim is not filed or a suit is not instituted thereon in accordance with the following provisions:

5.3.1. Customer must notify Service Provider of claims for loss, damage, or delay in writing. In the event that the Transportation Services were performed by a Permitted Subcontractor, Service Provider will assist Customer with filing such claim with the Permitted Subcontractor, although ultimate responsibility for filing the claim with Permitted Subcontractor remains with Customer and Customer shall look directly to the Permitted Subcontractor for payment of such claims.

5.3.2. Claims for loss or damage must be filed within nine months after the delivery of the Goods (or, in the case of export traffic, within nine months after delivery at the port of export), except that claims for failure to make delivery must be filed within nine months after a reasonable time for delivery has elapsed.

5.3.3. Suits for loss, damage, injury, or delay shall be instituted against Service Provider no later than two years and one day from the day when written notice is given by Service Provider to the claimant that Service Provider has disallowed the claim or any part or parts of the claim specified in the notice.

6. Insurance.

For asset based Transportation Services performed by Service Provider, Service Provider shall procure and keep in force continuously during the Term the types and amounts of insurance required by the FMCSA. For brokered Transportation Services, Service Provider will require its subcontractors to carry the types and amounts of insurance required by the FMCSA.

7. Price and Payment.

7.1. Price and Payment Terms. As compensation for the Transportation Services provided by Service Provider, Customer shall pay Service Provider the amount set forth

under the Basic Shipment Terms. Except as otherwise set forth under the Basic Shipment Terms, Customer shall pay all invoices issued by Service Provider within thirty (30) days from Customer's receipt of Service Provider's invoice. Service Provider's invoice shall set forth in reasonable detail the rates and charges arising during the period of time covered by the invoice. Customer shall make all payments in U.S. dollars by wire transfer or ACH to an account designated by Service Provider in writing.

7.2. Taxes. Customer is responsible for all sales, use, and excise taxes, and any other similar taxes, duties, and charges of any kind imposed by any federal, state, or local governmental entity on any amounts payable by Customer hereunder; *provided, that*, in no event shall Customer pay or be responsible for any taxes imposed on, or regarding, Service Provider's income, revenues, gross receipts, personnel, or real or personal property, or other assets.

7.3. Late Payments. Except for invoiced payments disputed by Customer in good faith, Customer shall pay interest on all late payments, calculated daily and compounded monthly at the lesser of the rate of 2% per month or the highest rate permissible under applicable law. Customer shall also reimburse Service Provider for all reasonable costs incurred in collecting any late payments, including attorneys' fees. In addition to all other remedies available under the Agreement or at law, if Customer fails to pay any undisputed amounts within five (5) days of when due under the Agreement, Service Provider may (A) suspend the delivery of any Shipment, (B) reject Customer's future Shipment Requests, (C) cancel accepted Shipment Requests, or (D) place a lien for the unpaid amounts on cargo in the care, custody, and control of Service Provider.

7.4. No Set-Off Right. Customer shall not, and acknowledges that it will have no right, under the Agreement, any Shipment Request, any other agreement, document, or applicable law, to withhold, offset, recoup, or debit any amounts owed (or to become due and owing) to Service Provider or any of its Affiliates, whether under the Agreement or otherwise, against any other amount owed (or to become due and owing) to it by Service Provider or Service Provider's Affiliates, whether relating to Service Provider's or its Affiliates' breach or non-performance of the Agreement, any Shipment Request, or any other agreement between (A) Customer or any of its Affiliates and (B) Service Provider or any of its Affiliates, or otherwise.

7.5. Unsatisfactory Credit Status. If Service Provider determines in its sole discretion that Customer's financial condition or creditworthiness is inadequate or unsatisfactory, then in addition to Service Provider's other rights, Service Provider may without liability or penalty take any of the following actions:

- 7.5.1. accelerate all amounts owed by Customer to Service Provider under this Agreement;
- 7.5.2. on ten (10) days' written Notice, modify the payment terms specified in Section 7.1 for outstanding and future shipments, including requiring Customer to pay cash in advance;
- 7.5.3. cancel any previously accepted Shipment Requests;
- 7.5.4. delay any future Shipments; or

7.5.5. any combination of the above.

No action taken by Service Provider under this Section 7.5 (nor any failure of Service Provider to act under this Section) shall constitute a waiver by Service Provider of any of its rights to enforce Customer's obligations under this Agreement including, but not limited to, the obligation of Customer to make payments as required under this Agreement.

8. Compliance with Laws. Each Party shall at all times comply with all laws applicable to the Agreement.

9. Term and Termination.

9.1. Term. The term of the Agreement commences on the Effective Date and continues for the period set forth in the Shipment Request, unless and until earlier terminated as provided under the Agreement (the "Term").

9.2. Termination by Service Provider. In addition to any remedies that may be provided under the Agreement or at law, Service Provider may terminate the Agreement or any Shipment Request with immediate effect upon written notice to Customer, if: (A) Customer fails to pay any amount when due under the Agreement and such failure continues for ten (10) days after Customer's receipt of written notice of nonpayment; (B) Customer has not otherwise performed or complied with its obligations under any of the provisions contained in the Agreement, in whole or in part, and such failure continues for thirty (30) days after Customer's receipt of written notice thereof; or (C) Customer 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.

9.3. Upon the expiration or earlier termination of the Agreement or any Shipment Request, all indebtedness of Customer to Service Provider under the Agreement or any Shipment Request, as the case may be, of any kind, shall become immediately due and payable to Service Provider, without further notice to Customer.

9.4. Termination by Customer. In addition to any remedies that may be provided under the Agreement or at law, Customer may terminate the Agreement or any Shipment Request with immediate effect upon written notice to Service Provider, if: (A) Service Provider has not performed or complied with its obligations under any of the provisions contained in the Agreement, in whole or in part, and such failure continues for thirty (30) days after Service Provider's receipt of written notice thereof; or (B) Service Provider 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.

10. Standard of Care.

10.1. Standard of Care. Service Provider shall perform the Transportation 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 the Agreement as determined by Service Provider in its sole discretion.

10.2. Disclaimer. CARRIER MAKES NO WARRANTY WHATSOEVER REGARDING THE SERVICES, WHETHER ARISING BY LAW, COURSE OF DEALING, COURSE OF PERFORMANCE, USAGE OF TRADE, OR OTHERWISE. CUSTOMER ACKNOWLEDGES THAT IT HAS NOT RELIED ON ANY REPRESENTATION OR WARRANTY MADE BY CARRIER, OR ANY OTHER PERSON ON CARRIER'S BEHALF IN ENTERING INTO THIS AGREEMENT.

11. Limitation of Liability.

11.1. No Liability for Consequential or Indirect Damages. EXCEPT FOR OBLIGATIONS TO MAKE PAYMENT UNDER THE AGREEMENT, NEITHER PARTY SHALL BE LIABLE FOR ANY CONSEQUENTIAL, INDIRECT, INCIDENTAL, DOWNTIME, SPECIAL, EXEMPLARY, PUNITIVE, OR ENHANCED DAMAGES, LOST PROFITS OR REVENUES, OR DIMINUTION IN VALUE, ARISING OUT OF OR RELATING TO THIS AGREEMENT, REGARDLESS OF (A) WHETHER THE DAMAGES WERE FORESEEABLE, (B) WHETHER OR NOT IT WAS ADVISED OF THE POSSIBILITY OF THE DAMAGES, AND (C) THE LEGAL OR EQUITABLE THEORY (CONTRACT, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY, OR OTHERWISE) ON WHICH THE CLAIM IS BASED, AND NOTWITHSTANDING THE FAILURE OF ANY AGREED OR OTHER REMEDY OF ITS ESSENTIAL PURPOSE.

11.2. Maximum Liability. SERVICE PROVIDER'S AGGREGATE LIABILITY ARISING OUT OF OR RELATED ANY INDIVIDUAL SHIPMENT WHERE SERVICE PROVIDER IS PROVIDING TRANSPORTATION SERVICES USING ITS OWN ASSETS, WHETHER ARISING OUT OF OR RELATED TO BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE), OR OTHERWISE, SHALL NOT EXCEED \$100,000 PER SHIPMENT. SERVICE PROVIDER'S AGGREGATE LIABILITY ARISING OUT OF OR RELATED TO ANY INDIVIDUAL SHIPMENT WHERE SERVICE PROVIDER IS ACTING AS A BROKER IS LIMITED TO THE FEES PAID BY CUSTOMER FOR THE SERVICES.

12. Force Majeure. No Party shall be liable or responsible to the other Party, or be deemed to have defaulted under or breached the Agreement, for any failure or delay in fulfilling or performing any term of the Agreement (except for any obligations of Customer to make payments to Service Provider hereunder), when and to the extent such failure or delay is caused by or results from acts beyond the impacted party's ("Impacted Party") reasonable control, including, without limitation, the following force majeure events ("Force Majeure Event(s)"): (A) acts of God; (B) flood, fire, earthquake, epidemic, pandemic, or explosion; (C) war, invasion, hostilities (whether war is declared or not), terrorist threats or acts, riot or other civil unrest; (D) government order, law, or actions; (E) embargoes or blockades in effect on or after the date of the Agreement; (F) national or regional emergency; (G) strikes, labor stoppages or slowdowns, or other industrial disturbances; and (F) supply chain disruptions and unavailability of labor. The Impacted Party shall give notice within ten (10) days of the Force Majeure Event to the other Party, stating the period of time the occurrence is expected to continue. The Impacted Party shall

resume the performance of its obligations as soon as reasonably practicable.

13. Waiver. No waiver by either Party of any of the provisions of the Agreement is effective unless explicitly set forth in writing and signed by the Party so waiving. No failure to exercise, or delay in exercising, any right, remedy, power, or privilege arising from the Agreement operates, or may be construed, as a waiver thereof.

14. Third-Party Beneficiaries. The Agreement is for the sole benefit of the Parties 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.

15. Governing Law and Forum. All matters arising out of or relating to the Agreement shall be governed by, and construed in accordance with, the laws of the State of Michigan without giving effect to conflict of laws principles thereof. Any dispute arising out of or relating to the Agreement shall be instituted in the federal courts of the United States of America or the courts of the State of Michigan, and each Party irrevocably submits to the exclusive jurisdiction of such courts in any such suit, action, or proceeding.

16. Notices. All notices, requests, consents, claims, demands, waivers, and other communications under the Agreement must be in writing and addressed to the other Party at its address set forth in the Shipment Request (or to such other address that the receiving Party may designate from time to time in accordance with this Section). Unless otherwise agreed herein, all notices must be delivered by personal delivery, nationally recognized overnight courier, email, facsimile, or certified or registered mail (in each case, return receipt requested, postage prepaid). Except as otherwise provided in the Agreement, a notice is effective only (A) on receipt by the receiving Party, and (B) if the Party giving the notice has complied with the requirements of this Section.

17. Severability. If any term or provision of the Agreement is invalid, illegal, or unenforceable in any specific situation or jurisdiction, such invalidity, illegality, or unenforceability shall not affect any other term or provision of the Agreement or invalidate or render unenforceable such term or provision in any other situation or jurisdiction.

18. Amendments. No amendment to or modification of the Agreement is effective unless it is in writing and signed by an authorized representative of each Party.

19. Assignment. Customer may not assign, transfer, delegate, or subcontract any of its rights or obligations under the Agreement without the prior written consent of the Service Provider. Any purported assignment or delegation in violation of this Section shall be null and void.

20. Successors and Assigns. The Agreement is binding on and inures to the benefit of the Parties to the

Agreement and their respective permitted successors and permitted assigns.

21. Relationship of the Parties. The relationship between the Parties is that of independent contractors. Nothing contained in the Agreement shall be construed as creating any agency, partnership, franchise, business trust, 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.

22. Definitions. As used herein, the following terms have the following meanings:

22.1. "Affiliate" of a Person means any other Person that directly or indirectly, through one or more intermediaries, Controls, is Controlled by, or is under common Control with, such Person.

22.2. "Basic Shipment Terms" means, collectively, any one or more of the following terms specified in Service Provider's quotation: (A) a detailed list of the Goods to be shipped; (B) the quantity of each of the Goods to be shipped; (C) the requested delivery date; (D) Pick-up Location; (E) the billing address; (F) the Delivery Location, and (G) pricing. For the avoidance of doubt, the term "Basic Shipment Terms" does not include any general terms or conditions that may

be contained in any bill of lading or other Customer documentation.

22.3. "Control" and with correlative meanings, the terms "Controlled by" and "under common Control with") means, regarding any Person, the possession, directly or indirectly, of the power to direct or cause the direction of the management or policies of another Person, whether through the ownership of voting securities, by contract, or otherwise.

22.4. "Delivery Location" means the street address of the location specified in the applicable Shipment Request where Customer requests that Service Provider or carrier delivers possession of the Goods in order to render the Transportation Services.

22.5. "Goods" means the goods to be transported or shipped in connection with Service Provider's quotation.

22.6. "Person" means any individual, partnership, corporation, trust, limited liability entity, unincorporated organization, association, governmental authority, or any other entity.

22.7. "Pick-up Location" means the street address of the location specified in the applicable Shipment Request where Customer requests that Service Provider or carrier takes possession of the Goods in order to render the Transportation Services.

[End]