

## TERMS AND CONDITIONS OF PURCHASE

1. **ACCEPTANCE.** This order constitutes a binding contract upon the terms and conditions herein when accepted by Seller, either by written acknowledgement or by commencement of shipments. If any of Seller's prior proposals, quotations, or writings are in conflict with the terms of this order, the terms hereof shall govern. Purchaser recognizes that seller may, for operating convenience, utilize its own form of acknowledgement or confirmation of sale in acceptance this order, in such case, any provisions, terms or conditions in such form of acceptance which modify, conflict with contradict or add to any provision terms or condition of this order shall be deemed to be waived ( unless expressly accepted in writing by purchaser) it being agreed that the provisions. Terms and conditions of this order constitute the entire contract between the parties. No alterations, modifications, or deletions of any terms or provisions of this order made by Seller will be binding upon Purchaser, unless expressly accepted in writing by Purchaser.

2. **DELIVERY DATES.** Time of the delivery is of the essence, and in the event of Seller's failure to deliver as and when specified Purchaser reserves the right to cancel this order, or any part thereof without charges therefore. Without prejudice to its other rights, and Seller agrees that Purchaser may return part or all of any shipment so made and may charge Seller with any loss or expense sustained as a result of such failure to deliver. Any shipment made in advance of schedule, at Purchaser's option, will be (a) accepted but entry of invoice will be deferred until such time as shipment was scheduled to be made, or (b) returned to Seller at Seller's expense.

3. **EXTRA HANDLING CHARGES.** Any extra handling charges incurred due to the failure of Seller to fill this order as per instruction will be billed back to Seller.

4. **TERMS.** Unless otherwise stated 45 days following delivery, except Purchaser will be offered and may take Seller's customary cash discount. Should the invoice bear a date prior to date the material is received by Purchaser, the time during which discount for payment of invoices is allowed shall not begin to run until the date the material is received by Purchaser. Sight draft shipments will not be honored.

5. **WARRANTIES.** Unless otherwise agreed to in writing by the parties, Seller expressly warrants that all articles ordered to specifications will conform thereto and to the blueprints or drawings, samples or other description furnished by Purchaser (or, if not ordered to specifications, will be fit and sufficient for the purposes intended) and that all articles will be merchantable, of good material and workmanship, and free from defect, these warranties shall survive acceptance and payment and shall run to Purchaser, its successors, assigns, customers and the user of the product ordered herein and shall not be deemed to be exclusive.

6. **GENERAL INDEMNITY.** Seller agrees to defend and save harmless Purchaser, its employees, agents affiliates, successors, assigns, customers or users of the products ordered herein, against all damages, claims or demands and all suits at law or in equity arising out of the death or injury to any person or damage to any property or defect in any goods alleged to have resulted from the goods and articles here by ordered, and upon notification of such suit or claim to Seller, Seller shall defend the same at Seller's expense as to all costs, fees and damages.

7. **PATENT INDEMNITY.** Seller agrees to indemnify and hold Purchaser, its successors, assigns, customers and the users of the products ordered herein harmless against loss, damage or liability including costs and expenses which may be incurred on account of any claim, demand, suit or judgment involving infringement or alleged infringement of any patent rights in the manufacture, use or disposition of any article or material supplied hereunder, provided Purchaser shall notify Seller of any such claim, demand or suit, and to the extent possible, the seller shall be permitted to defend the same or make settlement in respect thereof.

8. **FORCE MAJEURE.** Purchaser shall not be responsible for failure to receive delivery if occasioned by unforeseeable causes beyond the control and without the fault or negligence of Purchaser. At Purchaser's option the total quantity covered by this order may be reduced to the extent of shipments refused or the delivery period specified may be

extended by a time equal to that during which shipments shall be refused and such shipments thereafter made during the period of extension.

9. **CONFIDENTIAL DATA.** Seller agrees to treat as strictly secret and confidential all specifications, drawings, blueprints, nomenclature samples and models and other information supplied by purchaser and further agrees not to disclose any information relating to this order to any person not entitled to receive it. Further, the Seller hereby agrees that in the event that the Seller obtains knowledge of any know-how, processes, technology, product and customer information, other privileged or confidential information, trade secrets, or other intellectual or proprietary property of JW Aluminum, its owners, affiliates and their nominees, successors and assigns (herein collectively "trade secrets"), as a result of work hereunder or Seller's presence on or adjacent to Purchaser's premises, the Seller shall not disclose, repeat print use of otherwise appropriate any such trade secrets without first obtaining written permission from an appropriate official of JW Aluminum expressly allowing for the same and such consent may be withheld for any or no reason. In the event of any such unauthorized disclosure, the Seller shall immediately notify appropriate officials of such and shall fully cooperate with JW Aluminum's investigation and resolution thereof.

10. **INSURANCE.** (a) In connection with the Purchase of services for the installation of products manufactured by Purchaser, Seller shall furnish evidence of workmen's compensation and Public Liability insurance coverage in amounts satisfactory to Buyer. (b) If Seller performs services, constructs, erects, or inspects on company premises, Seller will present certificates of insurance to Purchaser in form and content reasonably satisfactory to Purchaser for retention in Purchaser's files prior to the initiation of such work.

11. **EMPLOYMENT, SAFETY AND HEALTH LAWS.** Seller agrees at his own expense to comply with any federal and state employment, safety and health laws including OSHA, and Seller assumes all liabilities or obligations imposed by any one or more of such laws with respect to this order.

12. **PRICES.** a) Seller agrees and represents that the prices specified in this order do not exceed current selling prices for the same or substantially similar articles, and for comparable quantities, and that such prices are not in excess of the maximum prices by any applicable governmental regulations existing at the date of this order. (b) Seller will give Purchaser the benefit of any price decline to actual time of shipment except that should Purchaser permit shipment to be made before specified shipping date, Purchaser shall have advantage of lower prices which occur before specified shipping date.

13. **EQUAL OPPORTUNITY EMPLOYER.** Purchaser and Seller, and each of them, is an equal opportunity employer.

14. **GOVERNING LAW.** The contract resulting from the acceptance of this order shall be interpreted under and shall be governed by the laws of the state of South Carolina.

15. "Notwithstanding anything to the contrary heretofore or hereafter represented by either party to the other, vendor warrants that each and every chemical substance sold or otherwise transferred by the vendor to JW Aluminum Company, as of the time of such sale or transfer, is on the list of chemical substances compiled and published by the Administrator of the Environmental Protection Administration pursuant to the Toxic Substance Control Act, PL94469."

16. JW Aluminum Company reserves the right upon proper notification to inspect vendor's facility and services rendered to JW Aluminum Company within accordance to this purchase order.

## United States Economic & Trade Sanctions Policy

For goods supplied to or services performed for or on behalf of JW Aluminum Company, Supplier will not act in violation of any United States of America economic or trade sanctions, including but not limited to, sanctions administered and enforced by the United States Treasury Department's Office of Foreign Assets Control, and Supplier hereby certifies as to its continuous compliance therewith. Additionally, no work will be performed in Sanctioned Countries or by Sanctioned Entities, to the extent such work is prohibited by the United States Government under a comprehensive economic sanctions program. For any such goods and services, Supplier shall require its suppliers as applicable, and their suppliers as applicable, to certify, on a continuing basis, compliance with OFAC sanctions programs, as amended from time to time.

## Supplier Conduct Policy

JW Aluminum recognizes that our supply chain activities can have wide ranging social, environmental and governance impacts and that our responsibility extends beyond our own operations, into our supply chain. We are committed to responsible sourcing and have set high standards for the way we do business so our customers and other partners know we can be trusted. Our JW Vision requires that we work only with Suppliers who can consistently meet our standards and specifications and are committed to values of conduct that are compatible with our own. This commitment is reflected in our Supplier Conduct Policy, that sets out the minimum standards of behavior we require of our Suppliers. We ask our Suppliers to not just comply with the policy, but to use reasonable efforts to exceed it and promote continual improvement throughout their business operations.

This Policy is applicable to all contract Suppliers and business partners. Sustainability and compliance with this Supplier Conduct Policy are part of the criteria JW Aluminum uses during Supplier selection, and this policy is applicable to all our Suppliers and their affiliates. We expect our Suppliers to cascade these requirements to their own supply chain. We request, Suppliers diligently provide official answers, documents, and certificates related to sustainability when requested by JW Aluminum. Adhering to this Policy is therefore a requisite to do business with JW Aluminum.

By adhering to this Supplier Conduct Policy, each Supplier accepts to be assessed or audited by JW Aluminum or by a third party mandated by JW Aluminum. In case of violation of this Policy, JW Aluminum will determine corrective actions with the violating Supplier which can include termination of our business relationship. Suppliers may raise any concern or questions regarding this policy via our website using the 'Contact Us' link at the top of the home page at [www.jwaluminum.com](http://www.jwaluminum.com)

JW Aluminum conducts its business in accordance with the highest standards of ethical behavior and in accordance with all applicable laws and regulations and expect its business partners to do the same. Suppliers shall comply with all applicable laws, rules, regulations, and requirements in managing their business and in providing goods and services to JW Aluminum. The areas of compliance include, without limitation, regulations related to the environment, employment and labor, human rights, health and safety, safe workplace practices, and competition/anti-bribery, and shall refrain from any form of illegal, dishonest, or unethical conduct.

Suppliers shall conduct business with ethics, integrity, and transparency. JW Aluminum has a strict policy against bribery and corruption. Suppliers shall not make payments or provide entertainment and gifts or anything of value directly or indirectly to government.

Supplier certifies that it is not knowingly sourcing or using any "conflict minerals", as defined in Section 1502 of the Dodd-Frank Wall Street Reform and Consumer Protection Act from the Democratic Republic of the Congo or any adjoining countries ("DRC Countries") for use in the manufacture of its products supplied to JW Aluminum. Supplier will continue to monitor its supply chain for information as to potential sources of "conflict minerals" from the DRC Countries and will update JW Aluminum upon request regarding any additional information relating to sourcing of "Conflict Minerals" from the DRC Countries that may be obtained by Supplier.

JW Aluminum is committed to upholding human and labor rights of workers, and to treating them with dignity and respect as required by international laws. Suppliers will ensure that the human rights of all associated with your operations including local communities and workers. We expect our Suppliers to adhere to, among others, the following principles:

1. Shall ensure that their employees are treated fairly and equally and are not harassed or discriminated against.
2. Shall not employ anyone under the legal working age, nor condone physical or other unlawful abuse or harassment in any of their businesses.
3. Shall ensure that there is no forced labor, modern slavery or human trafficking within their operations and their supply chain.
4. Shall judge their employees upon their abilities and not discriminate based on any condition or characteristic which is protected by applicable law or regulation.
5. Shall respect each employee's right to associate with any legally sanctioned organization.
6. Shall comply with all applicable laws for work hours, wages, and benefits

Suppliers shall provide a safe working environment for all employees and shall comply fully with all applicable federal, state, and local health and safety laws, rules, and regulations. Suppliers shall adopt policies and procedures for their operations in accordance with best practices for their industry and business to maintain the health and safety of their employees.

Suppliers shall act responsibly to maintain compliance with all applicable environmental laws and regulations in their operations and implement plans to correct any non-compliant practices or conditions. Additionally, suppliers will conduct their business in such a manner as to minimize adverse environmental impacts and leverage conservation measures.