



APPLICABLE TO THESE LEGAL ENTITIES IN THE UNITED STATES:

- **MAGNESITA REFRACTORIES COMPANY**
- **VEITSCHE RADEX AMERICA LLC**
- **RHI US LTD**

YOUR ACCEPTANCE OF THIS ORDER IS AN AGREEMENT TO SUPPLY THE ORDERED GOODS AT THE PRICES, AND ON THE TERMS AND CONDITIONS STATED IN THIS ORDER.

ANY PRICE OR QUANTITY INCREASES MUST HAVE BUYER'S APPROVAL PRIOR TO SHIPMENT.

IF SHIPMENT IS DELAYED NOTIFY US PROMPTLY.

WE RESERVE THE RIGHT TO CANCEL THIS ORDER IF NOT SHIPPED WITHIN A REASONABLE TIME.

TERMS AND CONDITIONS

1. NONE OF THE TERMS AND CONDITIONS CONTAINED IN THIS PURCHASE ORDER MAY BE ADDED TO, MODIFIED, SUPERSEDED OR OTHERWISE ALTERED EXCEPT IN WRITING WHICH IS SIGNED BY AN AUTHORIZED REPRESENTATIVE OF BUYER'S PURCHASING DEPARTMENT, NOT WITHSTANDING ANY TERMS AND CONDITIONS THAT MAY BE CONTAINED IN ANY ACKNOWLEDGMENT, INVOICE OR OTHER FORM OF SELLER AND NOT WITHSTANDING BUYER'S ACCEPTANCE OF OR PAYMENT FOR ANY GOODS.
2. WARRANTY: SELLER EXPRESSLY WARRANTS THAT ALL GOODS AND/OR WORK ORDERED ACCORDING TO PLANS, DRAWINGS, SPECIFICATIONS OR SAMPLES FURNISHED OR APPROVED BY BUYER, WILL CONFORM THERETO. ALL GOODS WILL BE MERCHANTABILITY AND FIT AND SUFFICIENT FOR THE PURPOSE ORDERED AND WILL BE FREE FROM DEFECTS IN MATERIAL AND WORKMANSHIP AND SHALL NOT INFRINGE UPON ANY COPYRIGHT, PATENT OR TRADEMARKS. ALL WARRANTIES SHALL RUN TO BUYER, ITS SUCCESSORS, ASSIGNS, AND CUSTOMERS, AND TO THE USERS OF BUYER'S PRODUCTS.
3. INSPECTION AND APPROVAL OF GOODS: UNLESS OTHERWISE SPECIFIED, ALL GOODS AND/OR WORK FURNISHED HEREUNDER WILL BE SUBJECT TO FINAL INSPECTION AND ACCEPTANCE OR REJECTION BY BUYER WITHIN A REASONABLE TIME AFTER DELIVERY, IRRESPECTIVE OF DATE OF PAYMENT. THEREFOR, THE BUYER WILL UPON WRITTEN NOTICE TO SELLER, HOLD ANY REJECTED GOODS AT SELLER'S RISK PENDING SELLER'S INSTRUCTIONS AND UPON SELLER'S FAILURE TO FURNISH BUYER WITH INSTRUCTIONS WITHIN A REASONABLE TIME, BUYER MAY RETURN THEM TO SELLER AT SELLER'S EXPENSE.
4. COMPLIANCE WITH LAWS AND REGULATIONS: SELLER REPRESENTS AND WARRANTS THAT ALL ITEMS, MATERIALS AND WORK FURNISHED UNDER THIS ORDER ARE MADE, PRODUCED OR PURCHASED IN ACCORDANCE WITH ALL APPLICABLE FEDERAL, STATE AND MUNICIPAL LAWS AND REGULATIONS, INCLUDING WITHOUT LIMITATION, ALL ENVIRONMENTAL, STATE EMPLOYEE RIGHT TO KNOW AND OSHA LAWS AND REGULATIONS. SELLER SHALL DEFEND, INDEMNIFY AND HOLD BUYER HARMLESS FROM AND AGAINST ANY AND ALL CLAIMS, LOSSES, DAMAGES, LIABILITIES, COSTS AND EXPENSES ARISING IN WHOLE OR IN PART FROM SELLER'S FAILURE TO COMPLY WITH ANY SUCH LAWS OR REGULATIONS.
5. INSURANCE: IF THIS ORDER COVERS THE PERFORMANCE OF LABOR FOR BUYER, SELLER AGREES TO INDEMNIFY AND PROTECT BUYER AGAINST ALL LIABILITIES, CLAIMS OR DEMANDS FOR INJURIES OR DAMAGES TO ANY PERSON OR PROPERTY GROWING OUT OF THE PERFORMANCE OF SAID LABOR BY SELLER, ITS SERVANTS, EMPLOYEES, AGENTS OR REPRESENTATIVES. SELLER FURTHER AGREES TO FURNISH UPON BUYER'S REQUEST A CERTIFICATE OF INSURANCE SHOWING THAT SELLER HAS ADEQUATE WORKER'S COMPENSATION, PUBLIC LIABILITY AND PROPERTY DAMAGE INSURANCE COVERAGE. SAID CERTIFICATE MUST SET FORTH THE AMOUNT OF COVERAGE, POLICY NUMBER AND DATE OF EXPIRATION. IF SELLER IS A SELF-INSURER, THE CERTIFICATE OF THE APPROPRIATE STATE AGENCY OF THE STATE IN WHICH SAID LABOR IS TO BE PERFORMED MUST BE FURNISHED BY SUCH INSURANCE AGENCY DIRECTLY TO BUYER. THE PURCHASE OF SUCH INSURANCE COVERAGE OF THE FURNISHING OF THE AFORESAID CERTIFICATE SHALL NOT BE IN SATISFACTION OF SELLER'S LIABILITY HEREUNDER OR IN ANY WAY MODIFY SELLER'S INDEMNIFICATION OF BUYER.

Magnesita Refractories Company Corporate Disclosure in Compliance with SB 657 California Transparency in Supply Chains Act (Human Trafficking and Anti-Slavery)

On January 1, 2012, the California Transparency in Supply Chains Act of 2010 (SB 657) (the "Act") became effective. The purpose of the Act is to provide consumers with information regarding efforts to eradicate slavery and human trafficking from a company's supply chain and to educate consumers on how to purchase goods produced by companies that responsibly manage their supply chains and, thereby, to improve the lives of victims of slavery and human trafficking. Magnesita Refractories Company always seeks to do business with suppliers who operate under the same standard of ethics adopted by Magnesita and in compliance with applicable laws. Magnesita's Code of Ethics requires suppliers to Magnesita to respect human rights and not tolerate human trafficking or slavery in the facilities of its suppliers. **Suppliers not meeting our Code of Ethics requirements and international laws relating to human trafficking and slavery will have their relationships with Magnesita suspended and/or terminated, depending upon the frequency and severity of the violations discovered or reported. Magnesita will provide suppliers with written notice.**