

PURCHASE ORDER TERMS AND CONDITIONS

1. **Application.** These terms and conditions apply to all contracts, agreements to purchase, and purchase orders issued in the United States by Magnesita Refractories Company, Veitsch-Radex America LLC, and RHI US Ltd. (individually and collectively, as the case may be, “Buyer”).
2. **Agreement and Acceptance.** Except as may otherwise be specifically provided in writing signed by an authorized representative of Buyer, acceptance of these terms and conditions is a necessary condition to any contract, agreement to purchase, or purchase order (collectively, “Order”) made by Buyer. These terms conditions and any conditions in the Order constitute the entire agreement between Buyer and Seller (the company or individual to which this Order is addressed is hereafter referred to as the “Seller”). Any terms or conditions contained in Seller’s quotation and/or Seller’s acknowledgment or Seller’s acceptance of this Order are hereby rejected and shall not be binding upon Buyer. This Order is not subject to cancellation or change by Seller except in writing signed by Buyer. These terms and conditions will apply to the purchase of the goods and/or services (the “Products”) covered by this Order. Seller’s written acknowledgment, commencement of work, delivery of the Products and/or omission of Seller’s rejection in writing within the following five (5) business days after Seller’s receipt of this Order shall constitute acceptance of these terms and conditions.
3. **Pricing Terms.** Buyer shall be obligated to pay only the prices and other charges (including all taxes which Seller is to collect from Buyer) stated in this Order, or Seller’s current price to any other customer of Seller for similar goods or services, whichever is lower at the date of shipment. When prices are not stated, the prices charged shall not exceed those charged on the last invoice to Buyer of the same goods or services or Seller’s current price for such goods or services if lower than that charged on such last invoice. All trade credits, export credits, customers, drawbacks and rebates belong to Buyer. Sales or Use taxes as used on this Order shall mean any taxes imposed by federal, state, or local taxing authorities upon the sale, use, or consumption of the goods or services ordered herein. It is agreed and understood that all prices include federal, state, and local sales tax and import duties where applicable. Prices shall include all packaging, shipping, prepaid carriage freight and/or postage charges and taxes as applicable. Any cash discount period will be computed either from the date of delivery and acceptance of the goods ordered or the date of receipt of correct and proper invoices, prepared in accordance with the terms of Buyer’s Order whichever is later. Buyer may credit toward the payment of any amounts otherwise due Seller hereunder any amount that Seller may now or hereafter owe to Buyer or to any of its affiliates.
4. **Invoicing.** Any invoice issued by the Seller must be correct, with clear reference to the Buyer’s Order, including appropriate references to the correct legal entity of Buyer and the relevant Order number. If the invoice is incorrect in any manner, Buyer may reject the invoice with no resulting obligation or liability on the part of Buyer.
5. **Modification.** None of the terms and conditions contained in this Order may be added to, modified, superseded, or otherwise altered except in writing signed by an authorized representative of Buyer’s purchasing department, notwithstanding any terms and

conditions that may be contained in any acknowledgment, invoice, or other form of Seller and notwithstanding Buyer's acceptance of or payment for any goods.

6. **Seller's Warranties.** (a) Unless otherwise provided in this Order, Seller warrants the Products to Buyer for one (1) year from the date of delivery, all of its parts and components for manufacturing defects, functioning, and/or hidden defects. If any Product or any part thereof is deemed defective, Buyer may return the same at Seller's expense, for its repair and/or replacement, at Buyer's sole discretion; (b) Seller expressly warrants that the Products covered by this Order will conform to the specifications, drawings, samples, or other description furnished by Buyer, will be merchantable, will be of good material and workmanship, free from defect, fit and sufficient for Buyer's intended use and of good title delivered free of any lien or encumbrance of any kind. Buyer reserves the right to accept or reject any and all Products in breach of any such warranties and to hold Seller liable for any and all damages resulting from such breach; (c) Except with Products produced exactly from Buyer's designs, Seller warrants that the Products and the sale or use of them will not infringe or contribute to the infringement of any intellectual property right of any third party, including without limitation any patent, trademark, copyright or other proprietary right, and Seller agrees to defend, indemnify and hold harmless Buyer, its subsidiaries, affiliates, representatives, successors, assignees, customers and users of the Products against any claim, liability, or lawsuit in connection thereto, including without limitation from any direct, indirect and consequential damages, claims and demands for actual or alleged infringement of any intellectual property right related to the Products; (d) Whether this Order refers to goods or to services, Seller represents and warrants that the Products and performance of its obligations hereunder shall be in compliance with all applicable laws, codes, regulations, rules, and ordinances, and further agrees to give immediate notice if any product, material, or the like furnished hereunder fails to comply with applicable statutes, regulations, and bylaws of any federal, state, or local authority; and (e) All warranties of Seller shall survive delivery of the Products and shall not be deemed waived either by reason of inspection and/or acceptance of said goods or services or by the payment therefore by Buyer.
7. **Inspection and Approval.** Seller agrees that Buyer and Buyer's customers shall have the right to enter Seller's facility at reasonable times at no charge to Buyer to inspect the facility, goods, materials, and any property of Buyer related to the supply of Products covered by this Order. Buyer's inspection of the Products whether during manufacture, prior to delivery, or within a reasonable time after delivery, shall not constitute acceptance of any work-in-process or finished Products and will not relieve Seller of any liability or obligation. 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. Therefore, 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.
8. **Delivery Terms.** Seller shall deliver the Products in the terms set forth on this Order. Seller shall pack and ship the Products in accordance with the delivery instructions in this Order

as provided by Buyer or in accordance with the best commercial packaging available. Unless otherwise agreed in this Order, all shipments and deliveries of Products shall be made at Buyer's facilities indicated in this Order. Delivery shall be deemed complete and title and risk of loss shall transfer when Products are received in good order at Buyer's facilities. For deliveries which destination is different from Buyer's facilities, delivery shall be deemed complete and title and risk of loss shall transfer when the Products are received in good order at the point of delivery.

Delivery of a quantity which varies by more than ten (10%) percent from the quantity specified will constitute nonperformance of this Order and Buyer will be entitled to cancel the same without any liability or penalty of any kind. Delay in delivery of one installment will entitle Buyer to cancel any other installment without any liability or penalty of any kind. Unless otherwise provided in this Order, Seller will bear all costs of delivery, including shipping and insurance charges, duties, taxes and other charges. Seller shall furnish to Buyer all shipping documents, indicating Buyer's Order number, description of Products, part number and quantity shipped on all packages and documents. Seller represents and warrants that it will classify, describe, package, mark, label, provide material safety data sheets, and otherwise pack and ship the Products in compliance with all laws, regulations, ordinances and orders. No additional costs will be charged to Buyer for packing, boxing or cartage, unless agreed upon at the time of purchase. Damage to any goods not packed to ensure proper protection will be charged to Seller. Buyer reserves the right to accept or reject any and all Products delivered and services performed if Seller ships or renders non-conforming or damaged Products and Buyer has the right to cancel this Order and hold Seller liable for any and all damages resulting thereof. Notwithstanding any provision stated in the contrary in the Uniform Commercial Code, or any other applicable laws, Buyer will have a period of 30 (thirty) working days counted as of the corresponding delivery date to make a claim in regards to the quantity and conditions of delivery of the Products and/or Services. The foregoing is without prejudice to the Buyer's right to exercise its right to claim for defective Products and/or Services in accordance with the provisions of this Order.

If Seller fails or refuses to proceed with this Order or fails to deliver the Products or perform the services within the delivery dates and times specified in this Order, other than by reason of an excusable delay, Buyer has the right, in addition to any other rights provided by law, to cancel the remaining balance of the Order and to place this Order elsewhere at Seller's expense and to hold Seller liable for any costs or losses incurred, as well as for any other damages. In addition, if Seller fails to meet the delivery dates or times of the Products, other than by reason of an excusable delay, Buyer may, without limiting or affecting its other rights or remedies available hereunder or at law, direct expedited shipment and/or incur premium freight or transportation costs, and Seller shall pay upon demand all excess costs incurred thereby, including additional handling charges and other expenses (whether related or not) resulting there from. Seller shall be responsible for all damages incurred by Buyer as a result of Seller's failure to meet the delivery dates or times, other than by reason

of an excusable delay, including the cost of any line shutdown and the cost of obtaining goods from an alternate source.

9. **Technical Documents and Manuals.** Seller shall deliver to the Buyer, at such times as may be agreed but at the latest upon delivery of the Products, all technical documentation relating to the Products, such as operating and maintenance manuals, training manuals, drawings, technical data sheets, mill inspection certificates, certificates of conformity and any other supporting documentation ("Technical Documents"). If not otherwise specified in the Order, the delivery of software or of goods including software will include, for maintenance and/or adaptability reasons, all source and object codes relating to it. Such technical documentation remain the property of Buyer and shall be considered as integral part of the Products. Subject to Seller's applicable patent rights, if any, Buyer may use and make copies of any Seller's Technical Documents delivered to it under this Order as necessary or reasonably convenient for the purpose of operating, maintaining, repairing, servicing, rebuilding, replacing parts, or modifying any goods delivered to Buyer under this Order or contracting with others to perform any of those services. Confidentiality markings on any Seller's Documents shall not restrict Buyer's rights hereunder.
10. **Cancellation.** Buyer reserves the right to cancel this Order, or any part thereof, at any time, even if the Seller is not in default hereunder, by giving written notice to the Seller. In the event of such cancellation, Buyer shall pay for all goods delivered and services completed and an equitable settlement shall be arrived at for cost incurred by Seller for goods and materials in process, not to exceed the total committed quantity and/or price specified in this Order. Upon receipt of any notice of cancellation hereunder, Seller shall, unless otherwise directed, immediately discontinue all work in progress and immediately cancel all orders or subcontracts given or made in respect of this Order. Exercise by the Buyer of the right of cancellation reserved in this paragraph shall give rise to no liability on the part of the Buyer except as specified in this paragraph, and it shall not have the effect of waiving damages to which the Buyer might otherwise be entitled. Likewise, Buyer may cancel this Order immediately upon written notice to Seller, without liability or further obligation: (i) if Seller breaches any term or condition hereunder; (ii) if Seller fails or refuses to furnish Buyer promptly with such assurances and information as Buyer may request, from time to time, about Seller's financial and operating conditions and ability to supply goods under this Order, and (iii) in the event of Seller's insolvency, the filing of a voluntary or involuntary petition in bankruptcy, the appointment of a receiver or trustee for Seller, Seller's execution of an assignment for the benefit of creditors or any comparable event. If Buyer elects to cancel this Order, Buyer shall have the option to take any goods or services included in this Order, whether furnished or in process, upon such terms as Buyer and Seller may then agree upon.
11. **Subcontracting.** If Seller is authorized to sub-contract all or part of its obligations under this Order to third parties, such subcontracting shall be at Seller's sole expense and under Seller's sole responsibility. Seller shall inform all subcontractors of the provisions of these terms and conditions as well as those of the Order, and shall provide them with all information regarding the Buyer's requirements, Buyer reserving the right to refuse any of Seller's sub-contractors that are not in compliance with these conditions or are otherwise

generally barred from performing work for Buyer. Seller subcontractors shall be bound by these terms and conditions and the particulars of the Order. Seller shall be responsible for the acts and omissions of Seller's subcontractors as if they were the acts of omissions of Seller.

12. **Risk of Loss and Liability Insurance.** Whenever Seller shall have in its possession property of Buyer, or of Buyer's customer(s), Seller shall bear all costs and risk of loss, including damage in transit, and shall be deemed an insurer thereof. Seller shall carry insurance to adequately protect Buyer's property and shall provide Buyer with a certificate evidencing such insurance. Seller agrees to obtain and maintain, at its expense, insurance, including workers' compensation and occupational disease coverage, commercial general liability coverage, including both products and contractual liability coverage, employer's liability coverage, and motor vehicle liability coverage, all in amounts reasonably satisfactory to Buyer. Seller shall also maintain specialty insurance coverage as applicable (e.g., aircraft, watercraft, hazardous waste, professional services, environmental remediation, explosives) for Seller's Products. If requested by the Buyer, Seller shall make an Endorsement naming Buyer as an additional insured, in such amounts and with such companies and containing such other provisions as shall be satisfactory to Buyer, covering goods sold to Buyer hereunder. Such insurance shall provide that the coverage thereunder shall not be terminated without at least thirty (30) days prior written notice to Buyer. Seller shall provide Buyer upon request with a certificate of insurance and a copy of such Seller's Endorsement.
13. **Indemnification.** Seller agrees to indemnify, defend, and hold harmless Buyer, its subsidiaries, affiliates, representatives, successors, assignees, from and against any and all claims by or on behalf of any persons, firms, or corporations, arising from the conduct or management of, or from any work or thing whatsoever done under this Order and will further indemnify and save Buyer, its subsidiaries, affiliates, representatives, successors, and assignees, harmless against and from any and all claims arising from any breach or default on the part of the Seller in the performance of any covenant or agreement, on the part of the Seller to be performed pursuant to the terms of this Order, arising from any act or omission of the Seller, or any of its agents, contractors, servants, employees, or licensees, or arising from any accident, injury, or damage whatsoever caused to any person, firm, or corporation, and from and against all costs, attorneys' fees, expenses, and liabilities incurred in or about any such claim or action or proceeding brought thereon; and in case any action or proceeding be brought against Buyer by reason of any such claim, Seller, upon notice from Buyer, covenants and agrees to defend such action or proceeding, at its own cost and expense, by counsel reasonably satisfactory to Buyer.
14. **Disclaimer of Liability.** Seller's exclusive remedy against Buyer, for any reason, shall be limited to Buyer's purchase price as set forth in this Order. In no event shall Buyer have any liability to Seller for indirect, consequential, punitive, or special damages, including, but not limited to, lost profits, revenues, production, or business, provided, however, the limitations in this paragraph do not include any obligations to defend, indemnify, or hold harmless which are held by Seller for the benefit of Buyer.

15. **Force Majeure.** Delay in performance or non-performance of any obligation created herein shall be excused to the extent such delay in performance or nonperformance is caused by force majeure. “Force Majeure” shall mean any cause or event that prevents performance of an obligation hereunder which is beyond the reasonable control of the Seller or Buyer, including, without limitation, fire, flood, sabotage, shipwreck, accident, embargo, explosion, strike or other labor disturbance, pandemic, war, civil insurrection, riot, acts or orders of governmental authorities including, without limitation, acts based on laws or regulations now in existence as well as those enacted in the future. It is expressly agreed that the Seller’s ability to sell goods covered by this Order at a more advantageous price, or the Seller’s economic hardship in buying raw materials necessary to manufacture such goods at a commercially reasonable price shall not constitute an event of Force Majeure. If Buyer or Seller is affected by Force Majeure, the party affected shall promptly provide notice thereof to the other party explaining in detail the causes and the expected duration thereof and shall use its reasonable best efforts to remedy the interruption or delay if remediation is reasonably possible. Buyer shall have the right to purchase the affected goods and/or work from other sources. If an event of Force Majeure extends for more than thirty (30) days, this Order may be terminated without any liability by either party upon written notice thereof to the other party. In the event of a Force Majeure compelling the Seller to allocate production and deliveries of goods, the Seller shall make such allocation in a manner that ensures Buyer at least the same proportion of the Seller’s total output of goods as was purchased by Buyer prior to the onset of Force Majeure. Seller shall use reasonable best efforts to source goods, at Seller’s expense, from its own or its affiliates’ global operations or the market to meet Buyer’s required delivery dates. Seller shall provide Buyer with advanced written notice of the source of such material. All such sourced goods shall meet the agreed upon specifications and other quality requirements. In the event of non-delivery, Buyer shall have the right to procure such goods from third parties.
16. **Intellectual Property.** Unless otherwise agreed in writing by Buyer, Buyer shall retain all right, title, and interest in and to all its proprietary technology, including but not limited to, all copyright, patent, trade secret, and other intellectual property rights associated with any ideas, concepts, methods, processes, techniques, inventions, or works of authorship developed: (i) by Buyer; (ii) by a third party for the benefit of Buyer; and/or (iii) by Seller for the benefit of Buyer, including, without limitation, any Tooling or other item used by Seller to create products for Buyer (the “Intellectual Property”). Seller shall take such further actions, including the execution and delivery of instruments of conveyance, as may be reasonably requested by Buyer, to give full and proper effect to the provisions of this paragraph.
17. **Confidentiality.** Except as necessary to perform this Order, as required by law and with prior written notice to Buyer, or with Buyer's prior written consent, Seller will, at all times, keep confidential all information, drawings, specifications, and data of any kind or nature furnished by Buyer (whether in writing, electronically, orally, or visually) or derived or developed by Seller therefrom in the course of performing this Order. Seller will not disclose such confidential information, use it for its own benefit or for the benefit of any

other party, or copy it or permit copies to be made. These confidentiality obligations will not apply to information obtained by Seller from a third party lawfully entitled to disclose it who is not bound by confidentiality, or to information that enters the public domain other than through disclosure by Seller. Seller will not publish or advertise the existence or nature of this Order without Buyer's prior written consent.

18. **Termination upon Seller's Default or Change in Control.** (a) Buyer may terminate this Order, in whole or part, upon notice to Seller for default by Seller of the terms hereunder or any other terms of the Order; (b) Buyer may terminate this Order, in whole or part, in the event of a change of control of Seller. For the purpose of this Order, a "change of control" includes: (i) any sale, lease or exchange of a substantial portion of Seller's assets used in connection with Seller's performance of its obligations under this Order; (ii) any sale or exchange of a sufficient number of shares of Seller, or (iii) the execution of a voting or other agreement of control in respect of Seller, or of any affiliate that controls Seller. Seller shall notify Buyer in writing within (10) days of any change of control of Seller, and Buyer may elect to terminate this Order by giving written notice to Seller at any time up to sixty (60) days after Buyer's receipt of Seller's notice of change of control. (c) Any termination under this Section shall be without liability to Buyer, except for Products delivered or services performed by Seller and accepted by Buyer.
19. **Choice of Law and Venue.** The validity, construction and performance of the Order is governed by and shall be construed in accordance with the laws of the Commonwealth of Pennsylvania without regard to its conflict of laws principles. The United Nations Convention On Contracts For the International Sale of Goods shall not apply to the Order. Seller hereby irrevocably submits and agrees to the jurisdiction of the courts of the Commonwealth of Pennsylvania in any action, suit or proceeding related to, or in connection with, the Order. If Seller fails to perform any of its obligations, Seller shall pay Buyer all costs and expenses incurred by Buyer, including all attorneys' fees, in enforcing Buyer's rights, whether by formal proceedings or otherwise, in addition to any other remedy available to Buyer.
20. **Assignment.** This Order may not be assigned by Seller without written consent of Buyer. Any attempt to do so shall make such assignment void and Buyer may be entitled to cancel this Order without any liability or penalty of any kind.
21. **Code of Conduct and Human Rights.** 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. Buyer always seeks to do business with suppliers who operate under the same standard of ethics adopted by Buyer and in compliance with applicable laws. Seller agrees to be bound by the RHI Magnesita Supplier Code of Conduct adopted by Buyer. Buyer's Code of Conduct requires suppliers to Buyer to respect human rights and not tolerate human trafficking or slavery in the facilities of its suppliers. Suppliers not meeting Buyer's Code of Conducts requirements and international laws relating to human trafficking and slavery will have their

relationships with Buyer suspended and/or terminated, depending upon the frequency and severity of the violations discovered or reported. Buyer will provide suppliers with written notice.