

GENERAL TERMS AND CONDITIONS OF BESTAR LLC

All orders agreed to by BESTAR LLC (hereafter “BESTAR”) and Purchaser are subject to these General Terms and Conditions (hereafter “GTC”) provided by BESTAR, and Purchaser agrees to be bound hereby. No modifications or additions thereto shall be binding upon BESTAR or any affiliate, parent company or subsidiary, unless expressly stated in the order or otherwise consented to in writing by BESTAR.

1. Prices are subject to increases without prior notice if caused by circumstances beyond BESTAR’s control or due to unforeseen circumstances arising between the order and delivery (including, but not limited to), increases due to changed market conditions, customs duties, tariffs or similar cost- impacting events). Increased prices prevailing at time of shipment will apply, as determined by BESTAR in its reasonable discretion.

2. BESTAR will make every reasonable effort to ship exact quantities but reserves the right to over-ship or under-ship by up to 10 (ten) % and charge Purchaser for the amounts actually shipped, which shall not give rise to any warranty or other claims by Purchaser.

3. Delivery of goods to common carrier or licensed trucker shall constitute delivery to Purchaser, and all risk of loss or damage in transit shall be borne by Purchaser. If there exists any evidence of damage to materials or packaging material, or of loss, Purchaser shall make claims against the carrier without undue delay.

4. BESTAR reserves the right to make delivery in installments. All such installments may be separately invoiced and shall be paid for when due, without regard to subsequent deliveries. Delay in delivery of any installment shall not relieve Purchaser of its obligation to accept remaining deliveries.

5. If applicable, BESTAR reserves the right at any time to revoke any credit previously extended to Purchaser, if Purchaser fails to pay for any goods when due or for any other reason reasonably deemed good and sufficient by BESTAR, in its sole discretion.

6. (a) BESTAR reserves a purchase money security interest (“PMSI”) in all goods sold hereunder and, in all proceeds, thereof, to secure payment of the purchase price and ancillary costs, including any interest. BESTAR shall release any PMSI on receipt of payment in full (the "Release Date"). Purchaser agrees to take any and all actions reasonably requested by BESTAR to perfect and maintain such security interest, including but not limited to the execution and delivery of financing statements under the Uniform Commercial Code (“UCC”). BESTAR’s security interest shall remain in effect until full payment of the purchase price has been received by Seller.

(b) Until the Release Date, Purchaser shall (i) carefully maintain and insure the goods; (ii) protect such goods against any risks; and (iii) take all reasonable measures in order that BESTAR's rights and interests in such goods are neither compromised nor cancelled.

(c) If Purchaser integrates, incorporates, or otherwise utilizes goods supplied under these GTC to create or modify other products (the "New Goods"), BESTAR shall retain a PMSI in the New Goods, and to the extent permissible by law, a joint ownership interest therein and in any proceeds therefrom, until full payment of the purchase price and any other amounts owed to BESTAR. Purchaser shall, at its sole expense, take all actions reasonably required by BESTAR to reflect such

joint ownership, including entering appropriate co-ownership or filing registration documents, if applicable. This clause shall not limit Seller's rights under the UCC or any applicable law to enforce its interest in the Goods or New Goods

(d) Without limiting any other rights, if Purchaser's financial condition deteriorates or, in Bestar's reasonable judgment, is likely to deteriorate prior to the Release Date, BESTAR shall have the right to receive payment directly from Purchaser's customers for any sale or use of goods sold hereunder or of New Goods. To implement the foregoing, BESTAR may take any actions it deems reasonably necessary to protect its rights under this section.

(e) In the event of a breach, BESTAR may avail itself of all available remedies at law or in equity, including but not limited to seizure of goods or disassembly of New Goods to obtain the goods. In all cases, Purchaser will be responsible for BESTAR's costs and expenses in exercising its rights.

7. (a) Orders shall not be cancelable by the Purchaser for delays in delivery or other cause until 10 (ten) days after written notice of such intention has been received by BESTAR, and Purchaser shall be obligated to accept any portions of the goods shipped or delivered by BESTAR during such period. In the event of Purchaser's cancellation of the order without fault on the part of BESTAR, Purchaser agrees to pay a cancellation charge of up to 25% (twenty-five percent) or the actual costs incurred by BESTAR, whichever is greater.

(b) Orders for custom-made material may not be cancelled after BESTAR has begun performance or production, including procurement of materials, unless BESTAR agrees otherwise in writing.

8. Inspection of Goods, Limited Warranty:

(a) Purchaser shall be obligated to inspect the goods within two (2) weeks following receipt. Any deficiencies as to the applicable purchase specifications, whether detected during the inspection period or later, shall be reported to BESTAR within 10 (ten) days of discovery. Any obvious deficiencies that should reasonably have been detected during the inspection period upon delivery shall be deemed waived if not reported to BESTAR within 10 (ten) days after the expiration of the inspection period.

(b) BESTAR warrants for a period of 12 (twelve) months after shipment that all goods manufactured and delivered by BESTAR will conform to the agreed upon purchase specifications. If any failure to conform to this warranty occurs, Purchaser must make a claim in writing to BESTAR within the applicable period stated in Section 8(a), above. Purchaser's failure to give timely notice of a claim shall be deemed a waiver of its rights to file such claim.

(c) BESTAR, upon timely notification and substantiation that the goods have been stored and maintained in accordance with BESTAR's recommendations and standard industry practice, will correct non-conformities either by repairing any defect or, in its sole discretion, by supplying replacement goods F.O.B.

(d) THE FORGOING WARRANTY IS EXCLUSIVE AND SHALL BE IN LIEU OF ALL OTHER WARRANTIES OF QUALITY WHETHER WRITTEN, ORAL, OR IMPLIED, INCLUDING WITHOUT LIMITATION, ANY WARRANTIES OF MERCHANTABILITY OR FITNESS FOR PARTICULAR PURPOSE.

9. LIMITATION OF LIABILITY: IN ALL NON-WARRANTY CASES, EXCEPT AS MAY BE OTHERWISE REQUIRED BY APPLICABLE LAW, BESTAR LIMITS ALL CLAIMS OF ALL PERSONS FOR LOSSES OR DAMAGES TO THE FULLEST EXTENT PERMITTED BY LAW, SUFFERED BY ANY OF THE FOREGOING, TO THE VALUE OF THE ORDER, AND BESTAR HEREBY EXPRESSLY EXCLUDES ANY LIABILITY OR DAMAGES FOR LOST PROFITS, LOSS OF PRODUCTION, PROPERTY DAMAGE, SPECIAL DAMAGES, CLAIMS OF CONSEQUENTIAL OR INCIDENTAL DAMAGES, EXEMPLARY OR PUNITIVE DAMAGES CLAIMED BY OR THROUGH SUCH INJURED PARTY ASSERTING SUCH CLAIMS OR SEEKING COMPENSATION FROM BESTAR.

10. Applicable Law, Disputes, Waiver of Jury Trial:

(a) All transactions and dealing between the parties, including these GTC, shall be governed and construed in accordance with the laws of the State of Georgia without giving effect to its conflict of law provisions. In the event of a dispute, neither party shall be entitled to claim consequential or incidental damages such as lost profits, special damages, exemplary or punitive damages. The United Nations Convention for the International Sale of Goods shall have no application to transactions covered by these GTC.

(b) The parties submit to personal and subject matter jurisdiction of the competent state and federal courts of Fulton County, Georgia.

(c) The parties hereto each hereby irrevocably waive, to the fullest extent permitted by applicable law, any and all right to trial by jury in any legal proceeding arising out of or relating to any transactions between the parties.

11. Blanket Orders: These provisions concern a Blanket Order placed by a purchaser. Any deviation from the following provisions concerning “Blanket Orders” must be included in the applicable order or shall require BESTAR’s prior written consent. BESTAR is bound by the terms of Blanket for a period of no more than 12 (twelve) months from the date of BESTAR’s initial receipt of the goods under the applicable Blanket Order. Purchaser must include a shipping/release schedule in all Blanket Orders, and BESTAR shall make the initial shipment to Purchaser immediately following arrival of the goods at BESTAR’s warehouse. If Purchaser does not take delivery of the full quantity detailed in the Blanket Order by the end of the applicable shipping/release schedule, BESTAR reserves the right, in its sole discretion, to deliver the remaining goods upon five (5) days’ written notice to Purchaser and to charge Purchaser for such goods so delivered at the prices agreed to in the Blanket Order. BESTAR is entitled to levy costs in addition to the Base Price¹ at time of delivery, which may include any price increases, tariffs, and other costs imposed since time of Blanket Order, pursuant to INCOTERMS 2020 - ExW.

¹ Base Price is the price of the steel quoted to Purchaser at the time the Blanket Order is received.

12. Terms of payment are stated on each individual invoice issued. Purchaser agrees to make all payments promptly when due. Purchaser further agrees to pay a 1.5 (one and one half) % per month service charge on all unpaid invoices past due 30 (thirty) days together with all costs incidental to collection including reasonable attorney's fees.

13. Force Majeure: BESTAR will not be liable for delays or failures in performance due to events beyond BESTAR's reasonable control. These include, without limitation, acts of God, weather conditions, natural catastrophes, floods, epidemics, pandemics, fires, war, sabotage, accidents, labor disputes or shortages, system failures, governmental laws or actions, import or export prohibitions or limitations, and inability to obtain material, equipment or transportation upon commercially reasonable terms. In any event, BESTAR may increase the price as a result of increases in raw material, energy, transportation or labor costs that BESTAR incurs before delivery of the goods that make our performance commercially impractical, and Purchaser may then cancel the undelivered portion of the order. BESTAR may reduce the quantities shipped or postpone the time for delivery due to such contingencies. BESTAR may allocate available goods among Purchaser and other customers or for internal use in such manner as BESTAR, in its sole discretion, deems fit. In the event Purchaser cancels an order due to a force majeure event, Purchaser shall promptly reimburse BESTAR for all cost arising therefrom.

14. Sole Terms: As stated above, acceptance of all orders from Purchaser is deemed to include Purchaser's acceptance of these GTC, unless otherwise accepted by BESTAR in writing. In addition, the parties agree that Purchaser's acceptance of any goods supplied by or on behalf of BESTAR shall, without limitation, constitute acceptance of these GTC. If Purchaser retains possession of the goods for a period of ten (10) days or longer after their receipt or makes use of the goods at any time after their receipt, Purchaser shall be deemed to have expressly consented to GTC without condition or qualification, and Purchaser shall be deemed having expressly waived any conditions or qualifications regarding Purchaser's acceptance of BESTAR's offer.

15. The forgoing GTC, together with the order, represent and constitute the entire agreement between the parties. Any provisions which are found to be unenforceable shall be ineffective to the extent of such unenforceability without invalidating the remaining provisions hereof. BESTAR's failure at any time to require strict performance of any of the provisions hereof shall not waive or diminish its right to thereafter demand strict compliance with these GTC.

April, 2026