

## Primetrade Inc.

### GENERAL CONDITIONS OF SALE (2009)

The following terms and conditions of sale are hereby incorporated into the Pig Iron Quotation and/or the Pig Iron Sales Confirmation provided to you (the "Purchaser") by Primetrade, Inc. ("Primetrade") with respect to the purchase of the products identified therein (the "Products"). Your purchase of the Products identified in the Quotation and/or Sales Confirmation are subject to the following:

1. General. **THESE GENERAL CONDITIONS OF SALE, TOGETHER WITH ANY NONCONFLICTING PROVISIONS IN PRIMETRADE'S QUOTATION AND SALES CONFIRMATION (COLLECTIVELY, THE "AGREEMENT"), ARE INTENDED BY THE PARTIES AS THE FINAL EXPRESSION, AND CONTAIN THE COMPLETE AND EXCLUSIVE STATEMENT, OF THE TERMS AND CONDITIONS OF THE AGREEMENT SUPERSEDING ALL PREVIOUS OR SIMULTANEOUS COMMUNICATIONS EITHER ORAL OR WRITTEN.** Primetrade's Quotations and Sales Confirmations are offers which may only be accepted in full. If Purchaser's order or other form states terms additional to or different from those set forth herein, this writing shall be deemed notification of objection to such additional or different terms. This Agreement is conditioned on Purchaser's acceptance and assent to the terms and conditions contained herein. Acceptance of this Agreement shall be deemed to have occurred at the earlier of (i) 7 days from the date specified on Primetrade's Sales Confirmation form unless written objection is received by Primetrade during such 7 day period, or (ii) Primetrade's identification of existing goods as goods to which this Agreement refers. Where Products are being ordered or delivered in installments pursuant to releases submitted by the Purchaser to Primetrade, each release shall constitute a separate Agreement, subject to the terms and conditions set forth herein, and Primetrade may exercise any rights and remedies provided for herein with respect to a specific release or with respect to the entire Agreement.

2. Price. Unless otherwise stated, all prices for the Products are in US Dollars net FCA (INCOTERMS 2000) Primetrade's facility identified in the applicable Quotation or Sales Confirmation ("FCA"), with freight and insurance for Purchaser's account, and shall be those prices in effect at the time Primetrade accepts Purchaser's order except as provided below. As Primetrade's prices are based upon costs and conditions (including exchange rates) existing at time of acceptance, prices are subject to increase as those conditions change, e.g. increase in price of materials and labor and exchange rate fluctuations. Prices exclude all duties, taxes, tariffs, or other charges ("Charges") which may be imposed upon the sale or use of the Products. All Charges paid by Primetrade shall be for Purchaser's account. Any claim for exemption from Charges must be plainly designated on the face of the order and accompanied by all required exemption certificates.

3. Payment. Unless otherwise stated, payments are due net 30 from the date of the Sales Confirmation, in cash via wire transfer, cheque or electronic funds transfer in accordance with the instructions provided by Primetrade, without deductions or set-off. In the event that Primetrade determines, in its sole and absolute discretion, at any time prior to or following commencement of its performance hereunder that the Purchaser is not credit worthy, Primetrade may (i) require payment to be made C.I.A., or (ii) refuse shipment of the Products that are the subject of the Sales Confirmation and terminate this Agreement without any liability to the Purchaser. If payment is not made when due, Primetrade may suspend all future delivery or other performance with respect to Purchaser without liability or penalty. In addition to all other sums payable hereunder, the Purchaser shall pay to Primetrade (i) the reasonable costs and expenses incurred by Primetrade in connection with all actions taken to enforce collection or to preserve and protect Primetrade's rights hereunder, whether by legal proceedings or otherwise, including without limitation reasonable attorneys' fees, court costs and other expenses and (ii) interest on all amounts unpaid after the payment date therefor, charged at the monthly rate of 1-1/2% or the highest rate permitted by law, whichever is lower.

4. Title and Security Interest. Primetrade reserves, and Purchaser hereby grants to and creates in favor of Primetrade, a first priority purchase money security interest in each Product (or the equivalent under Purchaser's local law), and all proceeds from the sale thereof, until full payment is received. Purchaser agrees to sign upon request, and hereby authorizes Primetrade to sign on its behalf and as its attorney in fact, any documents necessary to perfect Primetrade's security interest. Upon resale, Purchaser agrees to take, and immediately assign to Primetrade, a perfected security interest in each Product.

5. Shipment; Delivery. Unless otherwise agreed in writing, shipment and delivery of the Products shall be FCA. All shipment, insurance or similar charges shall be borne by Purchaser. Delivery of the Products to the first carrier shall constitute delivery to Purchaser, whereupon risk of loss is transferred to Purchaser, and all claims for loss or damage in transit or for non-delivery shall be made by Purchaser against the carrier. At Primetrade's option, Products may be shipped in advance of the requested shipment date or in installments. All delivery information (including time for shipment) is approximate and the Purchaser acknowledges that the delivery date is not of the essence of this Agreement. Primetrade's sole responsibility is to use reasonable commercial efforts to meet specified shipment dates. Purchaser expressly absolves Primetrade from any liability for any loss or damage resulting from a failure to deliver or delays in delivery caused by any conditions related to, or caused by, failure to process or inaccurate processing of time-sensitive information and/or mechanisms, a labor dispute (e.g. strike, slowdown or lockout), fire, flood, governmental act or regulation (e.g. denial of export licenses), riot, inability to obtain supplies or shipping space, plant breakdown, power failure, delay or interruption of carriers, accidents, acts of God or other causes beyond Primetrade's control. **NOTWITHSTANDING THE ABOVE, IN NO EVENT SHALL PRIMETRADE BE LIABLE FOR ANY DAMAGE OR PENALTIES WHATSOEVER, WHETHER INDIRECT, INCIDENTAL, SPECIAL OR**

**CONSEQUENTIAL, RESULTING FROM PRIMETRADE'S FAILURE TO DELIVER OR DELAY IN DELIVERY FOR ANY REASON.** Overages and shortages of 5% or less ("Permitted Shortages") are allowed. Primetrade's weights and assays identified in the applicable Quotation or Sales Confirmation shall be deemed final.

6. Inspection. Within 5 business days of receipt, Purchaser shall inspect the Products. Unless Purchaser notifies Primetrade in writing of any nonconformities within 10 business days of receipt, Purchaser shall be deemed to have accepted the Products without qualification, and cannot, thereafter, reject any Products. Once used, Products are deemed to be fully conforming to this Agreement. If, as a result of an inspection carried out within 5 business days after receipt of the Product, Purchaser notifies Primetrade of a nonconformity with the Products, Purchaser shall give Primetrade's personnel such reasonable access to the location of the alleged nonconforming Products for purposes of verifying such nonconformity. If Primetrade and Purchaser disagree about such nonconformity, [Third Party Inspector] shall be engaged to test and sample the Products to determine whether such Products conform to the applicable specifications identified on the Sales Confirmation.

7. Cancellation, Failure to Take Delivery. This Agreement cannot be canceled or postponed by Purchaser except with Primetrade's consent and upon terms that will indemnify Primetrade against loss. If Purchaser cancels all or part of an order for Products, Purchaser shall pay Primetrade the greater of an amount equal to (i) 100% of the price for such cancelled Products, or (ii) the actual and consequential damages incurred by Primetrade as a result of such cancellation, including without limitation Primetrade's anticipated profit and expenses already incurred by Primetrade and any costs and expenses incurred in transporting the Products to a different Primetrade location. If Purchaser postpones delivery, Purchaser shall pay Primetrade the sum of (i) a monthly charge equal to 1 1/2% of the total price for the Products subject to such postponement, and (ii) reasonable postponement charges, including without limitation Primetrade's idle time, warehousing expense or costs of shipping the Products to another Primetrade facility.

8. Warranty; Limitation. Subject to the warranty limitation set forth in Section 8, Primetrade warrants that the Products sold hereunder will substantially conform to the specifications set forth in the applicable Quotation or Sales Confirmation. Primetrade's advice relating to the technical usage of the Products, whether provided orally or in writing or through the provision of test results, is given in accordance with Primetrade's best knowledge at that time, but shall at all times be deemed to be non-binding. Such advice does not relieve Purchaser from the obligation, and Purchaser accepts full responsibility, to confirm for himself the suitability of the Products for the intended purpose(s). **THE WARRANTY SET FORTH IN THIS SECTION 8 IS STRICTLY LIMITED TO ITS TERMS AND IS IN LIEU OF ALL OTHER WARRANTIES, GUARANTEES, EXPRESS OR IMPLIED, ARISING BY OPERATION OF LAW, COURSE OF DEALING, USAGE OF TRADE OR**

**OTHERWISE, SPECIFICALLY EXCLUDING ANY IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.**

9. Remedy. Purchaser's sole and exclusive remedy, and Primetrade's only obligation for breach of warranty hereunder, shall be, at Primetrade's option in its sole discretion, to replace the unused Product which fails to satisfy the warranty in Section 8 or fails to conform to the specifications set forth on the applicable Quotation or Sales Confirmation, free of charge, provided that Purchaser promptly notifies Primetrade of such failure and, after receipt of prior written authorization from Primetrade, returns such unused Product to the place requested by Primetrade, freight prepaid, and thereupon Primetrade finds such to be defective. Purchaser must pay all related costs of replacement, including removal costs. Primetrade's personnel must be granted access to inspect the unused Products claimed to be defective at the site of their location or use.

10. Disclaimer; Limitation of Liability, Time For Claims. Purchaser agrees that Primetrade shall not be liable for INCIDENTAL, SPECIAL, INDIRECT OR CONSEQUENTIAL OR OTHER SIMILAR DAMAGES, including, but not limited to, loss of profit or revenues, damage for loss of use of the Products, damage to property, claims of third parties, including personal injury or death on account of use of the Products or failure of Primetrade to warn against or instruct on, or adequately warn against or instruct on, the dangers of the Products or the safe and proper use of the Products, whether or not Primetrade has been advised of the potential for such damages. Primetrade's total liability hereunder from any cause whatsoever (except liability from personal injury caused by Primetrade's negligence), whether arising under contract, warranty, tort (including negligence), strict liability, products liability or any other theory of liability, will be limited to the lesser of Purchaser's actual damages or the price paid to Primetrade for the Products that are the subject of Purchaser's claim. All claims against Primetrade must be brought within one year after the cause of action arises, and Purchaser expressly waives any longer statute of limitations.

11. Specifications, Intellectual Property. Primetrade assumes no liability for any errors or omissions in any specifications provided or required by Purchaser ("Purchaser Specifications"), including any errors or omissions made by Primetrade in interpreting Purchaser Specifications. Purchaser Specifications not listed and priced by Primetrade are not part of this Agreement. Purchaser agrees, at its own expense, to defend, indemnify and hold harmless Primetrade, its officers, agents, employees and principals, against any and all losses, costs, including investigation costs, damages, claims, liabilities or expenses of any kind, including without limitation reasonable attorneys' fees, arising out of or resulting from, directly or indirectly, any claims of violation of proprietary rights of third parties due to, or injury or death to persons or damage to property caused by, Purchaser Specifications. Primetrade retains all copyrights and other ownership rights with respect to all drawings, models, plans, software, samples, and other documentation (collectively "Primetrade Documentation"). Primetrade Documentation may not be copied or disclosed to others without Primetrade's express written consent and must be promptly returned to Primetrade (i) if an order is not

placed or (ii) at Primetrade's request. If an order is not placed in response to Primetrade Documentation, Primetrade is entitled to reasonable compensation.

12. Exports. Purchaser warrants that it is and will remain in compliance with all export and reexport requirements, laws and regulations of the United States of America and any other applicable export and reexport laws and regulations.

13. Governing Law; Venue. This Agreement is made under, and for all purposes shall be construed and enforced in accordance with and governed by, the laws of the State of North Carolina, excluding (i) its conflict of laws provisions and (ii) the United Nations Convention for the International Sale of Goods. All actions arising hereunder shall be instituted in the state or federal courts located in or having jurisdiction over Charlotte, North Carolina. Purchaser hereby consents to the jurisdiction of the state and federal courts sitting in Mecklenburg County, appoints the Secretary of State of North Carolina in Raleigh as its agent for service of process and agrees to appear in an action upon written notice thereof.

14. Amendment; Severability; Assignment. This Agreement cannot be waived, varied, modified or amended in any manner (including subsequent conduct between the parties) except in a writing signed by Primetrade. Any portion determined by a court of competent jurisdiction to be invalid or unenforceable shall be struck and the remainder of this Agreement shall continue to be effective and binding. The Purchaser shall not be permitted to assign this Agreement or delegate the performance of any of its obligations hereunder without the prior written consent of Primetrade. This Agreement shall bind and inure to the benefit of the parties and their respective successors and permitted assigns.