1. All orders are subject to approval and acceptance in writing by Magellan Corporation ("Magellan") at Deerfield, Illinois.

2. Acceptance of orders, whether oral or written, is based on the express condition that Buyer agrees to all of the terms and conditions contained herein. Acceptance of delivery by Buyer or payment of the price of the goods, whichever first occurs, will constitute Buyer's assent to these terms and conditions. These terms and conditions represent the complete agreement of the parties, and no terms or conditions in any way adding to, modifying or otherwise changing the provisions stated herein shall be binding upon Magellan unless made in writing and signed and approved by an authorized officer of Magellan. Failure to alter a form or to execute a purchase order or similar form containing any terms or conditions contrary to or inconsistent with these terms and conditions shall not suspend or add to any terms or conditions stated herein shall be deemed excluded from such Buyer document and waived by Buyer. No modification of any of these terms will be effected by Magellan's shipment of goods following receipt of Buyer's purchase order, shipping request or similar forms containing printed terms and conditions conflicting or inconsistent with the terms herein.

3. Checks or payments received from or for the account of Buyer shall be applied by Magellan against any amount owing by Buyer with full reservation of all of Magellan's rights and without an accord and satisfaction of Buyer's liability to Magellan, regardless of written legends or notations upon such checks or payments or upon other documents. All payments are F.O.B. point of warehouse, unless otherwise specified, and are subject to adjustment, without notice, to Magellan's prices in effect at the time of shipment. Magellan may at its sole discretion extend credit to Buyer or charged accounts; if not paid within the credit period if specified on the invoice, or otherwise agreed upon, Buyer will pay interest on the amount charged at the rate of one and one-half percent (1½%) per month or the maximum charge permitted by law will be added to all past due accounts. If Magellan employs attorneys to enforce any of its rights against Buyer, Buyer agrees to pay all such taxes and excises and further agrees to reimburse Magellan for any such costs made by Magellan.

4. Delivery of goods to carrier shall be deemed delivery to Buyer, and thereupon title to such goods, and risk of loss or damage, shall be Buyer's, upon such delivery. Any claim by Buyer against Magellan for shortage or damage occurring prior to such delivery must be made in writing within seven (7) days after receipt of shipment and accompanied by original transportation bill signed by carrier showing the alleged shortage or damage.

5. Terms of payment are net 30 days unless otherwise agreed between the parties, and are effective from the date of invoice. Cash discounts, if any indicated, will apply only on the net amount of invoice after deduction for any taxes or other charges, unless otherwise noted, and will be allowed only if taken within the time stated, and provided there are no past due items. A service charge of the lesser of one and one-half percent (1½%) per month or the maximum charge permitted by law will be added to all past due accounts. If Magellan employs attorneys to enforce any of its rights against Buyer, Buyer agrees to pay all such taxes and excises and further agrees to reimburse Magellan for any such costs made by Magellan.

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7. Buyer may inspect goods at Magellan's warehouse or immediately upon receipt. Failure to make such inspection shall be deemed to be acceptance of the goods. If goods are rejected at Buyer's place of business, freight back expenses will be for the Buyer's account. If Buyer orders and/or Magellan delivers a good designated as a "prototype" or "sample", Buyer shall have the sole and exclusive responsibility to test such prototypes or samples prior to acceptance and/or incorporation into end-use applications.

8. THERE ARE NO WARRANTIES WHICH EXTEND BEYOND THE DESCRIPTION ON THE FACE OF THIS AGREEMENT. THE GOODS SOLD UNDER THIS AGREEMENT ARE PURCHASED BY BUYER "AS IS" AND "WITH ALL FAULTS." ALL WARRANTIES, WHETHER EXPRESS OR IMPLIED BY LAW OR OTHERWISE, INCLUDING BUT NOT LIMITED TO ANY IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS, ARE HEREBY DISCLAIMED AND EXCLUDED.

9. Buyer acknowledges and agrees that Magellan retains all right, title and interest in and to all intellectual property rights in the goods and all processes and other practices relating to the manufacture and sale of the goods, including all intellectual property rights therein.

10. Goods shipped hereunder shall be within the limits and of the sizes distributed by Magellan. Except for Buyer's specifications expressly agreed to in writing by Magellan, all goods shall be produced in accordance with Magellan's standard practices. All goods, including those produced to Buyer's specifications, shall be subject to: tolerance and variations consistent with good mill practice in respect to weight, dimension, straightness, section, composition and mechanical properties; to normal variations in surface, internal conditions, and quantity; to deviations from tolerances and specifications consistent with normal inspection and testing methods; and to regular mill practice on over-and-under-shipments.

11. Buyer may inspect goods at MAGELLAN's warehouse or immediately upon receipt. Failure to make such inspection shall be deemed to be acceptance of the goods. If goods are rejected at Buyer's place of business, freight back expenses will be for the Buyer's account. If Buyer orders and/or MAGELLAN delivers a good designated as a "prototype" or "sample", Buyer shall have the sole and exclusive responsibility to test such prototypes or samples prior to acceptance and/or incorporation into end-use applications.

12. Acceptance of orders, whether oral or written, is based on the express condition that Buyer agrees to all of the terms and conditions contained herein. Acceptance of delivery by Buyer or payment of the price of the goods, whichever first occurs, will constitute Buyer's assent to these terms and conditions. These terms and conditions represent the complete agreement of the parties, and no terms or conditions in any way adding to, modifying or otherwise changing the provisions stated herein shall be binding upon MAGELLAN unless made in writing and signed and approved by an authorized officer of MAGELLAN. Failure to alter a form or to execute a purchase order or similar form containing any terms or conditions contrary to or inconsistent with these terms and conditions shall not suspend or add to any terms or conditions stated herein shall be deemed excluded from such Buyer document and waived by Buyer. No modification of any of these terms will be effected by MAGELLAN's shipment of goods following receipt of Buyer's purchase order, shipping request or similar forms containing printed terms and conditions conflicting or inconsistent with the terms herein.

13. Checks or payments received from or for the account of Buyer shall be applied by MAGELLAN against any amount owing by Buyer with full reservation of all of MAGELLAN's rights and without an accord and satisfaction of Buyer's liability to MAGELLAN, regardless of written legends or notations upon such checks or payments or upon other documents. All payments are F.O.B. point of warehouse, unless otherwise specified, and are subject to adjustment, without notice, to MAGELLAN's prices in effect at the time of shipment. MAGELLAN may at its sole discretion extend credit to Buyer or charged accounts; if not paid within the credit period if specified on the invoice, or otherwise agreed upon, Buyer will pay interest on the amount charged at the rate of one and one-half percent (1½%) per month or the maximum charge permitted by law will be added to all past due accounts. If MAGELLAN employs attorneys to enforce any of its rights against Buyer, Buyer agrees to pay all such taxes and excises and further agrees to reimburse MAGELLAN for any such costs made by MAGELLAN.

14. Delivery of goods to carrier shall be deemed delivery to Buyer, and thereupon title to such goods, and risk of loss or damage, shall be Buyer's, upon such delivery. Any claim by Buyer against MAGELLAN for shortage or damage occurring prior to such delivery must be made in writing within seven (7) days after receipt of shipment and accompanied by original transportation bill signed by carrier showing the alleged shortage or damage.

15. Buyer may inspect goods at MAGELLAN's warehouse or immediately upon receipt. Failure to make such inspection shall be deemed to be acceptance of the goods. If goods are rejected at Buyer's place of business, freight back expenses will be for the Buyer's account. If Buyer orders and/or MAGELLAN delivers a good designated as a "prototype" or "sample", Buyer shall have the sole and exclusive responsibility to test such prototypes or samples prior to acceptance and/or incorporation into end-use applications.

16. Goods shipped hereunder shall be within the limits and of the sizes distributed by MAGELLAN. Except for Buyer's specifications expressly agreed to in writing by MAGELLAN, all goods shall be produced in accordance with MAGELLAN's standard practices. All goods, including those produced to Buyer's specifications, shall be subject to: tolerance and variations consistent with good mill practice in respect to weight, dimension, straightness, section, composition and mechanical properties; to normal variations in surface, internal conditions, and quantity; to deviations from tolerances and specifications consistent with normal inspection and testing methods; and to regular mill practice on over-and-under-shipments.

17. Buyer may inspect goods at MAGELLAN's warehouse or immediately upon receipt. Failure to make such inspection shall be deemed to be acceptance of the goods. If goods are rejected at Buyer's place of business, freight back expenses will be for the Buyer's account. If Buyer orders and/or MAGELLAN delivers a good designated as a "prototype" or "sample", Buyer shall have the sole and exclusive responsibility to test such prototypes or samples prior to acceptance and/or incorporation into end-use applications.

18. Acceptance of orders, whether oral or written, is based on the express condition that Buyer agrees to all of the terms and conditions contained herein. Acceptance of delivery by Buyer or payment of the price of the goods, whichever first occurs, will constitute Buyer's assent to these terms and conditions. These terms and conditions represent the complete agreement of the parties, and no terms or conditions in any way adding to, modifying or otherwise changing the provisions stated herein shall be binding upon MAGELLAN unless made in writing and signed and approved by an authorized officer of MAGELLAN. Failure to alter a form or to execute a purchase order or similar form containing any terms or conditions contrary to or inconsistent with these terms and conditions shall not suspend or add to any terms or conditions stated herein shall be deemed excluded from such Buyer document and waived by Buyer. No modification of any of these terms will be effected by MAGELLAN's shipment of goods following receipt of Buyer's purchase order, shipping request or similar forms containing printed terms and conditions conflicting or inconsistent with the terms herein.

19. Checks or payments received from or for the account of Buyer shall be applied by MAGELLAN against any amount owing by Buyer with full reservation of all of MAGELLAN's rights and without an accord and satisfaction of Buyer's liability to MAGELLAN, regardless of written legends or notations upon such checks or payments or upon other documents. All payments are F.O.B. point of warehouse, unless otherwise specified, and are subject to adjustment, without notice, to MAGELLAN's prices in effect at the time of shipment. MAGELLAN may at its sole discretion extend credit to Buyer or charged accounts; if not paid within the credit period if specified on the invoice, or otherwise agreed upon, Buyer will pay interest on the amount charged at the rate of one and one-half percent (1½%) per month or the maximum charge permitted by law will be added to all past due accounts. If MAGELLAN employs attorneys to enforce any of its rights against Buyer, Buyer agrees to pay all such taxes and excises and further agrees to reimburse MAGELLAN for any such costs made by MAGELLAN.

20. Buyer may inspect goods at MAGELLAN's warehouse or immediately upon receipt. Failure to make such inspection shall be deemed to be acceptance of the goods. If goods are rejected at Buyer's place of business, freight back expenses will be for the Buyer's account. If Buyer orders and/or MAGELLAN delivers a good designated as a "prototype" or "sample", Buyer shall have the sole and exclusive responsibility to test such prototypes or samples prior to acceptance and/or incorporation into end-use applications.

21. Goods shipped hereunder shall be within the limits and of the sizes distributed by MAGELLAN. Except for Buyer's specifications expressly agreed to in writing by MAGELLAN, all goods shall be produced in accordance with MAGELLAN's standard practices. All goods, including those produced to Buyer's specifications, shall be subject to: tolerance and variations consistent with good mill practice in respect to weight, dimension, straightness, section, composition and mechanical properties; to normal variations in surface, internal conditions, and quantity; to deviations from tolerances and specifications consistent with normal inspection and testing methods; and to regular mill practice on over-and-under-shipments.

22. This order may be executed in counterparts, all of which together shall constitute one and the same document.

V: February 2017