

TRANSTAR, LLC
SALES TERMS AND CONDITIONS

Parties: These Sales Terms and Conditions (these “**Terms**”) shall control all goods or work provided by Transtar, LLC or its affiliates (“**Seller**”) to the buyer (the “**Buyer**”); provided that Buyer agrees that, in the event an order acknowledgment (an “**Acknowledgment**”) is issued by, or goods or work are provided by, an entity other than Transtar, LLC whereby a contract (a “**Contract**”) is formed: such other entity shall be the “**Seller**”; Transtar, LLC is acting only as its agent; Transtar, LLC shall have no liability whatsoever under such Contract; and Buyer shall look solely to such entity as Seller in all respects. Each of Seller and Buyer are a “**Party**” and together the “**Parties**”.

Agreement; Exclusivity; Amendment: (A) If this Acknowledgment is construed as an offer, this offer is expressly limited to the terms hereof and Seller hereby expressly objects to and rejects any additional or different terms in any response hereto, wherever contained. If this Acknowledgment is construed as an acceptance, this acceptance is expressly conditioned on Buyer's assent to any additional or different terms contained on the front or reverse side hereof. Buyer's written or verbal acceptance of this Acknowledgment and/or acceptance of or payment for any goods or work hereunder shall constitute Buyer's assent to exclusive application of these Terms. (B) This Contract consists exclusively of (i) the descriptions, specifications, quantities, prices, or delivery schedules of the goods or work to be provided as set forth on the face of this Acknowledgment and on any supplements, specifications or other documents expressly incorporated herein by reference on the face of this Acknowledgment and (ii) these Terms. All proposals, quotes, request for quotes, purchase orders, and other communications made prior and with reference hereto are merged into these Terms, provided that in the event of a conflict between those documents and these Terms, these Terms shall prevail. (C) These Terms may not be amended or modified except in writing signed by Seller's authorized representatives.

Payments: Payments shall be made at par in legal tender of the United States of America, and directed to the payment address, lockbox, or other means specified in Seller's invoice or payment instructions. Buyer shall make such arrangements for payment as Seller shall from time to time reasonably require and Seller may suspend provision of goods or work until such arrangements are made. If Seller reasonably believes that Buyer is or may become unable to perform its obligations hereunder, Seller may require that Buyer provide Seller with security for, or other assurance of, performance, in either case acceptable to Seller. In the event that Buyer fails to do so or fails to make any payment in full within the time period set forth on the invoice or expressly agreed upon in writing by the Parties, such failure will constitute a material breach of contract by Buyer permitting Seller to change the payment terms or suspend scheduling, production, shipment, or delivery of goods or work under this Contract or any other contract between the Parties. Buyer shall pay to Seller interest on any unpaid amount at the rate of 18% per annum or the maximum rate permitted by law, whichever is less. Seller shall have, in addition, all other remedies permitted to Seller by law, equity or this Contract. If Seller takes legal action to collect any amount due hereunder, Buyer shall pay all dispute resolution costs, including court costs plus reasonable legal fees incurred by Seller in bringing such legal action. Seller shall have the right to set off against any monies due Seller hereunder any obligations of Seller or its affiliates to Buyer.

Taxes: To the extent legally permissible, all present and future taxes imposed by any federal, state or local authority of any country which Seller may be required to pay or collect, upon or with reference to the sale, purchase, transportation, delivery, storage, use or consumption of the goods or work, including taxes upon or measured by the receipts therefrom (except net income and equity franchise taxes) shall be for the account of Buyer. The sale is subject to state or local use tax, unless it is specifically exempt from taxation. The sale is not exempt merely because Seller was not required to collect sales tax or made by remote means. Buyer assumes responsibility for correctly assessing and remitting any use tax due to the proper jurisdiction(s).

Time of Shipment and Shipping: Except with respect to payment of amounts due by Buyer to Seller hereunder, time is not of the essence hereunder. Each shipment is a separate sale. Seller reserves the right to ship all or any part of the goods from any shipping point other than the shipping point or points specified herein. Shipment in installments is permitted. Buyer shall furnish shipping instructions to enable Seller to perform this Contract in accordance with its terms. Failure by Buyer to do so shall entitle Seller, in addition to all other rights, to cancel such portion of this Contract that has not been performed, or to make shipment in such manner as Seller may elect. Seller will use reasonable efforts to comply with Buyer's requests regarding transportation, but Seller reserves the right to make alternate transportation arrangements, even if at a higher cost to Buyer, if the transportation specified by Buyer is deemed by Seller to be unavailable or unsatisfactory.

Inspection: Where Buyer inspects the goods or work, Buyer's inspector shall be deemed the agent of Buyer with authority to waive specified tests and details of test procedure and to accept goods or work as conforming to this Contract with respect to all characteristics of such goods or work for which such inspection is made. In all cases Buyer shall conduct a timely inspection of the goods or work upon receipt or within a commercially reasonable time and manner not to exceed fifteen (15) days from such receipt. Buyer's use of the goods or work in its production operations shall be deemed an acceptance of the goods or work involved as conforming to this Contract unless Buyer provides Seller written notice of rejection or of a non-conformity respecting such goods or work prior to or concurrent with Buyer's use thereof. Buyer's inspection or failure to inspect shall not delay payment.

Risk of Loss; Incidental Transportation and Storage Charges; Title: Risk of loss shall pass to Buyer upon tender of delivery at the delivery point specified in this Contract. Any charges at the delivery point for spotting, switching, handling, storage and other services, and demurrage, shall be for Buyer's account. Seller shall have the right to assess a storage and handling charge for goods left in Seller's possession after notification to Buyer that the goods are available to ship. Title to the goods shall pass to Buyer upon Seller's receipt of full payment for the goods.

Warranty; Disclaimers: SELLER WARRANTS THAT THE GOODS OR WORK WILL BE FURNISHED IN ACCORDANCE WITH THE SPECIFICATIONS SET FORTH OR INCORPORATED BY EXPRESS REFERENCE ON THE FACE OF ANY OFFER, ACCEPTANCE OR ORDER ACKNOWLEDGEMENT (AS THE CASE MAY BE) ISSUED BY SELLER THAT INCORPORATES THESE TERMS BY REFERENCE. HOWEVER, NO WARRANTY OF FITNESS FOR ANY PARTICULAR PURPOSE NOR ANY OTHER REPRESENTATION OR WARRANTY, WHETHER EXPRESS OR IMPLIED, IS MADE RESPECTING SAID GOODS OR WORK, OR THE PRODUCTION THEREOF AND THERE ARE NO WARRANTIES WHICH EXTEND BEYOND THE AFOREMENTIONED WARRANTY WITH RESPECT TO SPECIFICATIONS SET FORTH OR INCORPORATED BY EXPRESS REFERENCE ON THE FACE OF ANY OFFER, ACCEPTANCE OR ORDER ACKNOWLEDGEMENT (AS THE CASE MAY BE) ISSUED BY SELLER THAT INCORPORATES THESE TERMS BY EXPRESS REFERENCE. ANY TECHNICAL ADVICE PROVIDED BY SELLER WITH RESPECT TO THE USE OF GOODS OR WORK SOLD HEREUNDER SHALL BE FOR INFORMATIONAL PURPOSES ONLY, AND SELLER MAKES NO REPRESENTATION OR WARRANTY NOR ASSUMES ANY OBLIGATION OR LIABILITY FOR ANY SUCH ADVICE. NOTWITHSTANDING ANYTHING TO THE CONTRARY, NO REPRESENTATION OR WARRANTY WHATSOEVER IS PROVIDED WITH RESPECT TO ANY GOODS OR WORK SOLD ON AN 'AS IS' BASIS.

Limitation of Remedies and Liabilities: Any claim by Buyer for breach of this Contract must be made in writing promptly, but no later than thirty (30) days after the goods or work are delivered to Buyer, or such claims shall be waived. Buyer's exclusive remedies with respect to any goods or work furnished by Seller hereunder that are found to be not in conformity with this Contract shall be limited exclusively to, at Seller's option, replacement thereof or repayment of the price. Seller's maximum liability for any breach of this Contract shall be limited to the difference between

the delivered price of the goods or work covered hereby and the market price of such goods or work at Buyer's destination at the time of such breach. IN NO EVENT SHALL SELLER BE LIABLE FOR PERSONAL INJURY, PROPERTY DAMAGE, LOSS OF PROFIT, DELAY, OR ANY SPECIAL, EXEMPLARY, INDIRECT, INCIDENTAL OR CONSEQUENTIAL DAMAGES WHETHER ARISING FROM CONTRACT, BREACH OF CONTRACT, TORT, SELLER'S NEGLIGENCE, STRICT LIABILITY, OR ANY EXPRESS OR IMPLIED WARRANTY, INCLUDING THE IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. NO CLAIMS OF ANY NATURE, WHETHER BASED ON CONTRACT OR OTHERWISE, MAY BE BROUGHT AGAINST SELLER OR ANY OF ITS AFFILIATES TWELVE (12) MONTHS AFTER THE DELIVERY OF THE GOODS OR WORK TO BUYER.

Environmental: Buyer acknowledges and agrees that goods sold hereunder (including railcars, railroad ties, or other equipment) may contain substances (including petroleum products) that may have a negative impact on human health or the environment, including substances defined, listed, or otherwise classified as a pollutant or a hazardous, extremely hazardous, or toxic substance, material, or waste, or words of similar meaning or regulatory effect—or otherwise regulated—under any present or future any law, rule, or regulation relating to environmental, occupational, and human health and safety, including: the Comprehensive Environmental Response, Compensation and Liability Act, as amended by the Superfund Amendments and Reauthorization Act; the Resource Conservation and Recovery Act, as amended by the Solid Waste Disposal Act; the Hazardous Materials Transportation Act; the Federal Insecticide, Fungicide, and Rodenticide Act; the Toxic Substances Control Act; the Clean Water Act; and the Clean Air Act, all as the same may be amended from time to time ("**Hazardous Materials**"). BUYER, FOR ITSELF AND ITS SUCCESSORS OR ASSIGNS, SHALL AND HEREBY DO INDEMNIFY, DEFEND, AND HOLD HARMLESS SELLER AND ITS AFFILIATES AND THEIR OWNERS, DIRECTORS, OFFICERS, AND EMPLOYEES AND ALL OF THEIR HEIRS, PERSONAL REPRESENTATIVES, SUCCESSORS, OR ASSIGNS, OF, FROM, OR FOR ANY AND ALL OF THE FOREGOING ARISING FROM OR RELATING TO THE PRESENCE OF ANY HAZARDOUS MATERIALS IN OR ON THE GOODS: LOSS, DAMAGE, LIABILITY, DEFICIENCY, COST, AND EXPENSE, INCLUDING DIMINUTION OF PROPERTY VALUE, OF ANY NATURE WHATSOEVER (INCLUDING ATTORNEYS' FEES AND DEFENSE, INVESTIGATION, DISCOVERY, COURT, AND OTHER COSTS), INCLUDING THOSE RESULTING FROM ANY ASSERTED OR THREATENED ACTION, CAUSE OF ACTION, SUIT, DEMAND, CLAIM, OR FORMAL OR INFORMAL LEGAL, ADMINISTRATIVE, REGULATORY OR OTHER PROCEEDING OR INVESTIGATION, BY ANY PERSON OR ENTITY ALLEGING ANY LIABILITY, RESPONSIBILITY, REQUIREMENT, OR OBLIGATION OF WHATEVER KIND OR NATURE FOR, THE PERFORMANCE OR PAYMENT OF ANY OBLIGATION.

Default: In addition to any other remedies available to Seller at law, in equity, or hereunder, Seller may terminate, in whole or in part—and/or modify any payment terms under—this Contract or any other contract, if: (a) Buyer fails to perform its obligations under or otherwise breaches any provision hereof or any other contract between the Parties or any of Seller's affiliates; (b) Buyer ceases to carry on its business substantially as such business is conducted on the date hereof and such change in circumstances modifies Seller's obligations or impairs either Party's ability to discharge its obligations under this Contract; (c) Buyer institutes or suffers the institution against it of bankruptcy, reorganization, liquidation receivership or similar proceedings; (d) Buyer is or generally becomes unable to pay its debts as they become due; (e) any term, condition, or provision of this Contract or any other contract between the Parties becomes invalid or illegal under any applicable law, rule or regulation; (f) an event of Force Majeure listed herein continues for a period of more than thirty (30) days. (g) Buyer assigns all or any portion of this Contract or any other contracts between the Parties; or (h) Buyer sells, leases or exchanges any portion of Buyer's assets (not including those transactions occurring in the ordinary course of Buyer's business); (i) Buyer merges or consolidates with or into another legal entity; or (j) a change in ownership of Buyer occurs, direct or indirect, including a change in the ownership of a minority or non-controlling interest in Buyer.

Force Majeure, Allocation of Production: In the event either Party's performance hereunder is delayed or made impossible or commercially impracticable due to causes including fire, explosion, war, pandemic, epidemic, terrorism, strike or other differences with workers, shortage of energy sources, facility, material or labor, delay in or lack of transportation, temporary or permanent plant shutdown, breakdown or accident, compliance with or other action taken to carry out the intent or purpose of any law, regulation, or other requirement of any governmental authority, or any cause beyond that Party's reasonable control (each, a "force majeure" event), that Party shall have such additional time in which to perform this Contract as may be reasonably necessary under the circumstances. However, the obligation of Buyer to pay for goods or work delivered is never suspended or delayed. In addition, if due to a force majeure event or any other cause, Seller is unable to produce sufficient goods to meet all demands from customers and internal uses, Seller shall have the right to allocate production among its customers in any manner Seller reasonably determines. This Section is to be applied in conjunction with UCC Section 2-615, Excuse by Failure of Presupposed Conditions, in the case of domestic U.S. sales; provided, however, that in the event of a conflict, this Section governs.

Governing Law: This Contract shall be governed by the laws of the Commonwealth of Pennsylvania, excluding its conflicts of law provisions. Buyer irrevocably agrees that any action or proceeding to enforce or interpret this Contract shall be brought in the state or federal courts sitting in and for Pittsburgh, Allegheny county, Pennsylvania; and submits itself to the personal jurisdiction of any such courts and waives any objection to such venue or jurisdiction. The United Nations Convention on Contracts for the International Sale of Goods (CISG) shall not apply hereto.

Compliance with Laws: Buyer shall, at all times, comply with all applicable laws, rules, and regulations (including antitrust, anti-corruption, anti-human trafficking, economic sanctions, export control, health and safety, and environmental, as well as all permits, authorizations, licenses, directives, policies, and other requirements issued by any governmental authority) in connection with this Contract.

Waiver: Seller's waiver of any breach hereof shall not be construed as a waiver of any other breach or a modification of this Contract.

Assignment: Buyer shall not assign its rights or obligations hereunder without the prior written consent of Seller. Any attempted assignment in contravention of the foregoing shall be void.

Construction: No provision of this Contract may be construed against Seller as the drafting Party. The term "including" means "including without limitation." The term "days" means calendar days unless otherwise expressly stated.

Cancellation by Buyer: Buyer may not cancel an order once placed with Seller.