



ELLWOOD
Specialty Metals
NEW CASTLE, PA 16105

WARRANTY

P20 Modified and Lens/Texture

Quality Steel

Ellwood Specialty Metals Company, and its affiliates, ("ESM") warrant to the initial intended user ("Buyer") of an ExELL P20 Modified or ExELL Holder specialty steel product ("Product") that Product sold by ESM are free from defects in material and workmanship. If, within one year of shipment to Buyer and prior to Buyer completing a plastic mold from such Product, Buyer notifies ESM of a claim against the Product, and the claim is, in the reasonable judgment of ESM, the result of a defect in material or workmanship, ESM will, at its option, either (i) reimburse Buyer for direct costs of manufacture in correcting the defect or (ii) replace the defective Product, which then becomes the property of ESM, and reimburse Buyer for reasonable direct labor expenses incurred by Buyer in the machining or other work performed on the Product, up to the date of such claim by Buyer. Product supplied from Ellwood produced ingots larger than 77 tons and Product purchased from the ESM website listing are excluded from this warranty.

Under this warranty ESM must be notified within 30 days after the detection of a claim against the Product, along with a written statement of the nature and extent of any claim discerned by Buyer. Upon the request of ESM, Buyer must supply ESM with financial records and other information reasonably establishing Buyer's direct costs of manufacture in correcting the claim and/or Buyer's direct labor expenses in machining or performing other work on the Product. ESM reserves the right to inspect Product before any attempt is made to correct the claim and to withhold settlement pending the completion of an investigation of the claimed product. ESM' investigation may require a period of up to 60 days. In the case of disagreement between ESM and the Buyer a mutual third party evaluation may be employed.

The liability of ESM to Buyer arising out of the sale of Products and Buyer's machining thereof or other work thereon, whether such liability is based upon warranty, contract, tort, negligence, strict liability, or other principle, shall in no event exceed the lessor of (i) Buyer's direct cost of manufacture in correcting the claim in the Product or (ii) the purchase price of the Product plus Buyer's reasonable labor expenses in machining or performing other work on the Product. In no event shall ESM be responsible for incidental, special, liquidated, punitive, or consequential damages, including, without limitation, expenses, downtime, costs, penalties, or fines imposed upon or otherwise owed or paid by Buyer to any third party

ESM's obligation under this warranty shall terminate if the Product has been metallurgically altered by welding, heat treating, or other processes or if the Product has been mishandled or misapplied by the Buyer. This warranty does not cover claims relating to Buyer's choice of design or of grade of Product. Additionally, this warranty does not cover any claims relating to segregation, as segregation to varying degrees is inherent in ingot cast steel, that any acid etching or other destructive testing may uncover in the Product. However, if a Product is laser etched, ESM warrants that segregation will not impact the appearance of the etching or affect the final application of the Product. Except for an obligation to replace the claimed Product, this warranty does not extend to defects which were known or should have been known to Buyer upon delivery or which were discovered or should have been discovered in the course of inspection. This warranty does not cover damage caused by Buyer intentionally, recklessly, or negligently including, without limitation, by disregard of instructions or other product information given by ESM and does not cover costs of investigation or analysis performed by Buyer.

The foregoing warranty is exclusive and is expressly made in lieu of any and all other warranties, whether written or oral, expressed or implied, including any warranties of merchantability or fitness for a particular purpose.

Unless otherwise agreed in writing by ESS, the foregoing warranty applies only to Buyer and is non-transferable and non-assignable either directly, indirectly, or by operation of law, and any such purported transfer shall be null and void.

The foregoing warranty supersedes and replaces the "Warranty", "Limitations of Warranty and Damages", and "Claims" provisions of ESS's forms of Quotation and Order Acknowledgment, but such forms remain in effect in all other respects. This warranty also supersedes terms and conditions imposed via customer purchase orders or separately by the Buyer.

Revised May 2025