

SRF DISBURSEMENT REQUEST FORM

SECTION 1: PARTICIPANT INFORMATION						SRF LOAN NUMBER: DW22282001									
SRF Participant:			Town of Bristol Water Utility						UEI Number:			NF35QSFKCC57			
Participant's Mailing Address:			PO Box 122												
City:		Bristol						State:		IN		Zip Code:		46507-9489	
Participant's Contact:		Mr. Mike Yoder			Contact Phone:		574.848.7007		Contact Email:				mikeyoder@bristol.in.gov		
Authorized Representative:		Ms. Cathy Antonelli						Auth. Rep. Email:				townclerk@bristol.in.gov			
Participant's Bank:			Mailing Address:												
City:								State:				Zip Code:			
Account Name:			Routing Number:			Account Number:									

SECTION 2: DISBURSEMENT INFORMATION						REQUEST NUMBER: 51							
SRF Funding Source to be used for this Request (if multiple sources are being used to pay one invoice, submit a separate DRF for each source):													
<input checked="" type="checkbox"/> SRF Primary Funds		<input type="checkbox"/> SRF Secondary Funds			<input type="checkbox"/> Local Funds; TYPE:			<input type="checkbox"/> Other Funds; TYPE:					
Beginning Balance of this Funding Source:										\$ 7,902,790			
Total Amount of Previous Disbursements for this Funding Source:										\$ 7,806,210			
Is any part of this request being paid by a Non-SRF Funding Source? (OCRA, RD, etc):										<input type="checkbox"/> Yes		<input checked="" type="checkbox"/> No	
If yes:		Non-SRF Source:			Non-SRF Amount:			\$					

SECTION 3: CONTRACTOR INFORMATION																
Contractor:				Phoenix Fabricators and Erectors, LLC				Mailing Address:				182 S County Road 900 East				
City:		Avon						State:		IN		Zip Code:		46123		
Contractor's Bank:			Enterprise Bank & Trust			Mailing Address:			150 N Meramec Ave							
City:		Clayton						State:		MO		Zip Code:		63105		
Account Name:		Phoenix Fabricators and Erectors,			Routing Number:			081006162			Account Number:				1937516	
Contractor's Escrow Bank:			Mailing Address:													
City:								State:				Zip Code:				
Account Name:			Routing Number:			Account Number:										

SECTION 4: PAYMENT INFORMATION													
Amount of this request to be paid by SRF Funding Source identified in Section 2 (less retainage):										\$ 61,732			
<ul style="list-style-type: none"> Participant has paid Contractor for this Request and is requesting SRF to reimburse payment to Participant 										<input type="checkbox"/> Yes		<input checked="" type="checkbox"/> No	
If yes, Participant requests:		<input type="checkbox"/> Check mailed to Participant's address above			<input type="checkbox"/> Payment wired to Participant's Bank via wiring instructions above								
<ul style="list-style-type: none"> Participant has not paid Contractor for this Request and is requesting SRF to pay Contractor directly 										<input checked="" type="checkbox"/> Yes		<input type="checkbox"/> No	
If yes, Participant requests:		<input type="checkbox"/> Check mailed to Contractor's address above			<input checked="" type="checkbox"/> Payment wired to Contractor's Bank via wiring instructions above								

SECTION 5: RETAINAGE INFORMATION (if applicable)													
Retainage Amount for this Pay Application to be paid by SRF Funding Source identified in Section 2:										\$ 3,249			
<ul style="list-style-type: none"> Participant requests that retainage for this Pay Application be held by SRF 										<input checked="" type="checkbox"/> Yes		<input type="checkbox"/> No	
<ul style="list-style-type: none"> Participant requests that retainage for this Pay Application be sent to Participant 										<input type="checkbox"/> Yes		<input checked="" type="checkbox"/> No	
If yes, Participant requests:		<input type="checkbox"/> Check mailed to Participant's address above			<input type="checkbox"/> Retainage wired to Participant's Bank via wiring instructions above								
<ul style="list-style-type: none"> Participant requests that retainage for this Pay Application be sent to Contractor's Escrow Bank 										<input type="checkbox"/> Yes		<input checked="" type="checkbox"/> No	
If yes, Participant requests:		<input type="checkbox"/> Check mailed to Escrow Bank's address above			<input type="checkbox"/> Retainage wired to Escrow Bank via wiring instructions above								

The undersigned hereby certifies this request for disbursement is, to the best of my knowledge and belief, true and accurate and made in accordance with the conditions of the project agreement(s); that the certified payrolls received in connection with any enclosed construction invoices are in compliance with the Davis Bacon Act / US Dept. of Labor requirements of 29 CFR 5.5(a)(1), and in compliance with SRF incentive programs.											
Authorized Representative Signature:								Date:			

FOR INTERNAL USE ONLY:

Approved by:		Date:		GPR: \$		Lead: \$		EC: \$		Other: \$	
Processed by:		Date:		DC Notes:							

Contractor's Application for Payment

Owner: <u>Town of Bristol</u>	Owner's Project No.: <u>n/a</u>
Engineer: <u>Jones Petrie Rafinski, Corp.</u>	Engineer's Project No.: <u>2023-0005</u>
Contractor: <u>Phoenix Fabricators & Erectors, LLC</u>	Contractor's Project No.: <u>4030</u>
Project: <u>Water System Improvements Project</u>	
Contract: <u>Contract B - Water Tower Construction</u>	
Application No.: <u>FOURTEEN</u>	Application Date: <u>1/31/2026</u>
Application Period: From <u>1/1/2026</u> to <u>1/31/2026</u>	

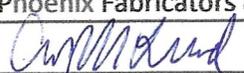
1. Original Contract Price	\$ 5,750,000.00
2. Net change by Change Orders	\$ (137,199.00)
3. Current Contract Price (Line 1 + Line 2)	\$ 5,612,801.00
4. Total Work completed and materials stored to date (Sum of Column G Lump Sum Total and Column J Unit Price Total)	\$ 3,168,965.85
5. Retainage	
a. <u>5%</u> X <u>\$ 2,923,204.28</u> Work Completed	\$ 146,160.21
b. <u>5%</u> X <u>\$ 245,761.57</u> Stored Materials	\$ 12,288.08
c. Total Retainage (Line 5.a + Line 5.b)	\$ 158,448.29
6. Amount eligible to date (Line 4 - Line 5.c)	\$ 3,010,517.56
7. Less previous payments (Line 6 from prior application)	\$ 2,948,786.02
8. Amount due this application	\$ 61,731.54
9. Balance to finish, including retainage (Line 3 - Line 4 + Line 5c)	\$ 2,602,283.44

Contractor's Certification

The undersigned Contractor certifies, to the best of its knowledge, the following:

- (1) All previous progress payments received from Owner on account of Work done under the Contract have been applied on account to discharge Contractor's legitimate obligations incurred in connection with the Work covered by prior Applications for Payment;
- (2) Title to all Work, materials and equipment incorporated in said Work, or otherwise listed in or covered by this Application for Payment, will pass to Owner at time of payment free and clear of all liens, security interests, and encumbrances (except such as are covered by a bond acceptable to Owner indemnifying Owner against any such liens, security interest, or encumbrances); and
- (3) All the Work covered by this Application for Payment is in accordance with the Contract Documents and is not defective.

Contractor: Phoenix Fabricators & Erectors, LLC

Signature:  **Date:** 1/31/2026

Recommended by Engineer	Approved by Owner
By: <u></u>	By: _____
Title: <u>Senior Project Engineer</u>	Title: _____
Date: <u>2026-02-16</u>	Date: _____
Approved by Funding Agency	
By: _____	By: _____
Title: _____	Title: _____
Date: _____	Date: _____

Total number of weather days for project: 0

Progress Estimate - Lump Sum Work

Contractor's Application for Payment

Owner:	Town of Bristol	Owner's Project No.:	n/a
Engineer:	Jones Petrie Rafinski, Corp.	Engineer's Project No.:	2023-0005
Contractor:	Phoenix Fabricators & Erectors, LLC	Contractor's Project No.:	4030
Project:	Water System Improvements Project		
Contract:	Contract B - Water Tower Construction		

Application No.:		Application Period:		From		to		Application Date:	
FOURTEEN				01/01/26		01/31/26		01/31/26	
A	B	C	D		E	F	G	H	I
			(D + E) From Previous Application (\$)	This Period (\$)					
Item No.	Description	Scheduled Value (\$)	Work Completed (\$)	Materials Currently Stored (not in D or E) (\$)	Work Completed and Materials Stored to Date (D + E + F) (\$)	% of Scheduled Value (G / C) (%)	Balance to Finish (C - G) (\$)		
Original Contract									
1	PROPOSED WATER TOWER CONSTRUCTION								
1.1	ENGINEERING	345,000.00	345,000.00	-	345,000.00	100%	-		
1.2	PILES / DEEP FOUNDATION	335,000.00	335,000.00	-	335,000.00	100%	-		
1.3	FOUNDATION	908,000.00	908,000.00	-	908,000.00	100%	-		
1.4	YARD PIPING	200,000.00	-	-	-	0%	200,000.00		
1.5	TANK SHAFT	1,026,000.00	1,026,000.00	-	1,026,000.00	100%	-		
1.6	TANK MATERIAL / SHOP FABRICATION	582,000.00	114,204.28	-	245,761.57	62%	222,034.15		
1.7	TANK DELIVERY	38,000.00	-	-	-	0%	38,000.00		
1.8	TANK ERECTION	456,000.00	-	-	-	0%	456,000.00		
1.9	TANK PAINTING	298,000.00	-	-	-	0%	298,000.00		
2	EXISTING WATER TOWER DEMOLITION	120,000.00	-	-	-	0%	120,000.00		
3	DEWATERING	65,000.00	-	-	-	0%	65,000.00		
4	WATER TOWER INTERIOR IMPROVEMENTS	504,500.00	-	-	-	0%	504,500.00		
4.1	TANK MIXING SYSTEM	12,500.00	-	-	-	0%	12,500.00		
4.2	ELECTRICAL / CONTROLS	231,000.00	-	-	-	0%	231,000.00		
4.3	DISINFECTION / TESTING / STARTUP	2,000.00	-	-	-	0%	2,000.00		
5	EXISTING TOWER SITE RESTORATION	45,000.00	-	-	-	0%	45,000.00		
6	FREEDOM POWDER SITE IMPROVEMENTS	220,000.00	-	-	-	0%	220,000.00		
7	FREEDOM POWDER SITE RESTORATION	75,000.00	-	-	-	0%	75,000.00		
8	MOBILIZATION / DEMOBILIZATION	115,000.00	23,000.00	-	23,000.00	20%	92,000.00		
8.1	BONDS / INSURANCE	172,000.00	172,000.00	-	172,000.00	100%	-		
Original Contract Totals		\$ 5,750,000.00	\$ 2,923,204.28	\$ -	\$ 245,761.57	\$ 3,168,965.85	55%	\$ 2,581,034.15	
Change Orders									
CO1	PROPOSED WATER TOWER CONSTRUCTION - INCREASE	157,801.00	-	-	-	0%	157,801.00		
CO1	DEDUCT - FREEDOM POWDER SITE IMPROVEMENTS	(220,000.00)	-	-	-	0%	(220,000.00)		
CO1	DEDUCT - FREEDOM POWDER SITE RESTORATION	(75,000.00)	-	-	-	0%	(75,000.00)		
Change Order Totals		\$ (137,199.00)	\$ -	\$ -	\$ -	\$ -	0%	\$ (137,199.00)	
Original Contract and Change Orders									
Project Totals		\$ 5,612,801.00	\$ 2,923,204.28	\$ -	\$ 245,761.57	\$ 3,168,965.85	56%	\$ 2,443,835.15	

Total number of weather days for project: 0



INVOICE

Customer Relations
1-866-409-0138

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Customer Code PHOFAA

Date Nov 30 2025

Invoice Number

891964-060

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PHOENIX FABRICATORS & ERECTORS, INC.
182 S. COUNTY ROAD 900 EAST
AVON, IN
46123

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PHOENIX FABRICATORS & ERECTORS, INC
1329 US HIGHWAY 41 NORTH
SEBREE, KY

Customer Order Number 0004392		Acknowledgement Order No. 41782786		Tally No.		Shipping Report No. MT566128		Date Shipped Nov 30 2025	
F.O.B. Location MUSCATINE, IA		Territory 36	Warehouse 93		Carrier TMC TRANSP			Terms of Payment 1/2% 10, N30	
D & B Rate	D & B Amount 0.00	Freight Terms PREPAID		Frt. Incl. Rate	Freight Incl. Amount		Freight Extra Amount		Total Freight
State Sales Tax No.		State Tax Rate 0.0000	State Sales Tax Amount 0.00		Local Tax No.		Local Tax Rate 0.0000		Local Sales Tax 0.00
GI No.	Product Code Description	Quantity	Shipping Weight	Billing Weight	Length Shipped	Unit Price	Amount		

			LB	LB	FT			
PLATE		6	25386	0	0.00	57.00	14,470.02	
	A/SA36A709					/ 100 LB		
	0.750" X 90.00 X 221.00							
	LaserRite Plate(TM)							
	CUST PART NO. P3/4X90X221							
	ORDER - 41-782786-03							
	CUST ORDER - 0004392 -003							

SALES TAX
PAYABLE IN US FUNDS
PLEASE REMIT PAYMENTS TO: SSAB
DEPT CH 19422 PALATINE, IL 60055-9422

PLEASE PAY THIS AMOUNT \$14,470.02

All Invoices are Subject To A Late Payment Charge Of 1 1/2% Per Month (18% Per Annum).



INVOICE

Customer Relations
1-866-409-0138

Page 1 of 1

Customer Code PHOFAA

Date Dec 17 2025

Invoice Number

894555-060

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PHOENIX FABRICATORS & ERECTORS, INC.
182 S. COUNTY ROAD 900 EAST
AVON, IN
46123

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PHOENIX FABRICATORS & ERECTORS, INC
1329 US HIGHWAY 41 NORTH
SEBREE, KY

Customer Order Number 0004392		Acknowledgement Order No. 41782786		Tally No.		Shipping Report No. MT567611		Date Shipped Dec 17 2025		
F.O.B. Location MUSCATINE, IA			Territory 36	Warehouse 93		Carrier TMC TRANSP			Terms of Payment 1/2% 10, N30	
D & B Rate	D & B Amount 0.00		Freight Terms PREPAID		Frt. Incl. Rate	Freight Incl. Amount		Freight Extra Amount		Total Freight
State Sales Tax No.		State Tax Rate 0.0000	State Sales Tax Amount 0.00			Local Tax No.		Local Tax Rate 0.0000		Local Sales Tax 0.00

GI No.	Product Code Description	Quantity	Shipping Weight LB	Billing Weight LB	Length Shipped FT	Unit Price	Amount
	PLATE	10	43100	0	0.00	57.00	24,567.00
	A/SA36A709 0.875" X 90.00 X 193.00 LaserRite Plate(TM) CUST PART NO. P7/8X90X193 ORDER - 41-782786-04 CUST ORDER - 0004392 -004					/ 100 LB	

SALES TAX
PAYABLE IN US FUNDS
PLEASE REMIT PAYMENTS TO: SSAB
DEPT CH 19422 PALATINE, IL 60055-9422

PLEASE PAY THIS AMOUNT \$24,567.00

All Invoices are Subject To A Late Payment Charge Of 1 1/2% Per Month (18% Per Annum).



SSAB AMERICAS TERMS AND CONDITIONS OF SALE
(ORDER ACKNOWLEDGEMENT)

The seller described on the face of this Order Acknowledgement ("SSAB") agrees to sell the goods ("Goods") described on the reverse side of this Order Acknowledgement (sometimes referred to as the "Contract") to the buyer described on the face of this Order Acknowledgement ("Buyer"), (SSAB and Buyer are sometimes collectively referred to as the "Parties" and individually as a "Party") subject to the following:

1. **Governing Terms and Conditions:** The terms and conditions set forth in this Order Acknowledgement shall constitute the exclusive agreement between SSAB and Buyer for the sale of Goods and this Order Acknowledgement shall supersede all prior negotiations, statements, agreements or commitments, whether oral or written, with respect to the sale of the Goods. If this Order Acknowledgement constitutes an acceptance of Buyer's order or any other offer of Buyer, then this Order Acknowledgement is expressly made conditional upon Buyer's acceptance of and assent to these terms and conditions as the only terms and conditions applicable to the sale of Goods. SSAB hereby gives notice that it rejects any terms or conditions contained in any document which has been or may in the future be supplied by Buyer to SSAB which terms and conditions are in addition to, different from, inconsistent with or attempt to vary any of the terms and conditions of this Order Acknowledgement, whether such terms or conditions are set forth in Buyer's purchase order or otherwise. Buyer's failure to object in writing to any provision contained herein within 10 days from receipt of this Order Acknowledgement or Buyer's acceptance of the Goods sold under this Order Acknowledgement shall constitute Buyer's acceptance of the terms and conditions contained in this Order Acknowledgement.
2. **Modifications:** No modification of the terms and conditions of this Order Acknowledgement shall be binding on the Parties unless such modification is expressly accepted in writing by the Parties, specifically stating that it is a modification of these terms and conditions.
3. **Price:** Unless otherwise expressly provided on the face of this Order Acknowledgement, the prices specified on the face of this Order Acknowledgement shall be adjusted to SSAB's price in effect for Goods at the time of shipment of Goods to Buyer.
4. **Taxes and Duties:** The purchase price for Goods does not include any taxes, duties, tariffs or other charges imposed by any governmental authority upon the purchase, sale, value, use, transportation or storage of Goods, all of which Buyer agrees to pay or alternatively to reimburse SSAB upon demand for any such amounts SSAB is liable to collect or pay.
5. **Delivery, Title and Risk:** Unless otherwise expressly provided on the face of this Order Acknowledgement: (a) Goods shall be deemed to be delivered to Buyer when delivered to a carrier at the SSAB facility specified on the face of this Order Acknowledgement for shipment to Buyer, or in the case of customer pickup orders, when Goods are made available to Buyer; (b) title to Goods shall pass to Buyer at the time of such delivery to Buyer; and (c) Buyer shall assume all risk of loss with respect to Goods from and after the time of such delivery including, without limitation, while Goods are in transit.
6. **Time of Shipment:** The shipping dates quoted on the face of this Order Acknowledgement are approximate only. SSAB does not guarantee to ship in the time frame specified but will exercise all reasonable efforts to do so. If SSAB is unable to ship Goods in accordance with the dates specified, SSAB reserves the right to reasonably extend such dates upon giving notice to Buyer. SSAB may make partial shipments of Goods, unless otherwise specified on the face of this Order Acknowledgement, and payment for any portion of Goods so shipped shall become due in accordance with the terms of payment set out below.
7. **Force Majeure:** If SSAB's performance of its obligations under this Contract is delayed or made impossible or commercially impracticable due to any cause beyond SSAB's reasonable control (including, without limitation, acts of God, labor disputes, compliance with government regulations, equipment failure, shortages in transportation, inability to obtain necessary labor or raw materials, or defects or delays in the performance of its suppliers or subcontractors), SSAB shall have such additional time within which to perform this Contract as may be reasonably necessary under the circumstances. If SSAB is unable to produce sufficient Goods to meet all demands from customers and internal uses, SSAB shall have the right to allocate production among its customers and plants in any manner SSAB may, in its sole discretion, determine to be equitable.
8. **Routing and Freight Charges:** Without limiting the provisions of paragraph 5, all means of transportation and routing of Goods shall be specified by SSAB. Unless otherwise expressly provided on the face of this Order Acknowledgement, the purchase price includes freight charges to the shipping destination specified on the face of this Order Acknowledgement, but any charges at the shipping destination for spotting, switching, unloading, storage or demurrage not separately identified on the face of this Order Acknowledgement as being included in the purchase price shall be Buyer's responsibility. Buyer agrees to pay any such charges at the shipping destination or, alternatively, to reimburse SSAB upon demand for any such charges which SSAB is required to pay.
9. **Payment:** Unless otherwise expressly provided on the face of this Order Acknowledgement, Buyer shall make payment in full of the purchase price for Goods to SSAB within 30 days from the date of issuance of the invoice to Buyer. Unless otherwise expressly provided, the purchase price specified on the face of this Order Acknowledgement shall be paid in legal tender of the United States of America or its equivalent in Canadian Dollars. SSAB reserves the right at any time, even after partial shipment or partial payment on account of Goods, to require Buyer to provide satisfactory security for the due payment of the purchase price for Goods in addition to the security interest reserved pursuant to paragraph 10. Failure to provide such security will entitle SSAB to defer any further shipments until such security is provided or to cancel this Contract or so much of it as remains unperformed.
10. **Security:** SSAB reserves, until payment in full for Goods is received, a purchase-money security interest in all Goods sold to Buyer under this Order Acknowledgement and all proceeds thereof. SSAB's repossession of any Goods pursuant to its security interest shall be without prejudice to any other remedies SSAB may have. Upon SSAB's request, Buyer shall execute and deliver to SSAB such financing statements and other instruments and agreements as SSAB may reasonably require to evidence or perfect its security interest in Goods.
11. **Default:** If Buyer fails to make payment in full for Goods within the time period set forth above or within the time period expressly agreed upon in writing by the parties, such failure to pay on time constitutes a material breach of contract by Buyer, permitting SSAB to suspend production, shipment or delivery under this or any other contract between Buyer and SSAB. Buyer shall pay to SSAB interest on any unpaid amount due at the maximum rate permitted by law or 18% per annum, whichever is less. SSAB shall have, in addition, all other remedies permitted to SSAB by law, equity or this Contract. If SSAB takes legal action to collect any amount due under this Contract, Buyer shall pay all court costs plus reasonable attorney fees incurred by SSAB in bringing such legal action.
12. **Warranty and Disclaimer:** SSAB expressly warrants that, at the time of delivery, Goods furnished to the Buyer will comply with the specifications set forth on the face of this Order Acknowledgement and any Mill Certificate issued in respect of such Goods. THE FOLLOWING WARRANTY IS EXCLUSIVE AND IN LIEU OF ALL OTHER WARRANTIES AS TO QUALITY OR FITNESS OF THE GOODS, WRITTEN, ORAL OR IMPLIED, STATUTORY OR OTHERWISE, INCLUDING ANY WARRANTIES OR CONDITIONS OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.
13. **Paint, Coating and Blast Warranty Disclaimer:** The limited warranty in paragraph 12 does not extend to any paint, coating and blast services purchased from a third-party vendor through SSAB. All such services purchased under this Order Acknowledgement are covered by their respective vendors' limited warranties, if any, and SSAB will have no liability in connection thereof.
14. **Exclusive Remedies:** If any Goods furnished under this Contract fail to conform to the express warranty set forth above in paragraph 12, SSAB shall, at its option, either: (a) replace such non-conforming Goods; or (b) repay or credit the purchase price paid for such Goods to Buyer. Buyer shall not return any such non-conforming Goods to SSAB or incur any shipping or other charges in respect of such Goods without SSAB's prior written consent. Replacement of or repayment or credit for such non-conforming Goods shall be Buyer's exclusive remedy for and shall constitute satisfaction of any and all liabilities of SSAB with respect to any non-conformance of or defect whatsoever in Goods (including any liability for direct, indirect, special, incidental or consequential damages) whether in warranty, contract, tort, negligence, strict liability or otherwise. SSAB's warranty obligation shall be conditioned upon receipt by Manufacturer of notice of any alleged non-conformance shortage or error to specifications within 30 days after delivery to Buyer. All Goods claimed to be defective shall be held for inspection by SSAB.
15. **Limitation of Liability:** IN NO EVENT SHALL SSAB BE LIABLE FOR ANY SPECIAL, INDIRECT, INCIDENTAL OR CONSEQUENTIAL DAMAGES (INCLUDING, WITHOUT LIMITATION, PERSONAL INJURY, PROPERTY DAMAGE, LOSS OF PROFITS OR LOSS OF ANTICIPATED BUSINESS, COST OF SUBSTITUTE GOODS, DOWNTIME COSTS, DELAYS, OR CLAIMS OF CUSTOMERS OF BUYER OR OTHER THIRD PARTIES FOR SUCH OR OTHER DAMAGES) WHETHER BASED IN WARRANTY, CONTRACT, TORT, NEGLIGENCE, STRICT LIABILITY OR OTHERWISE. IN NO EVENT SHALL SSAB'S LIABILITY EXCEED THE PURCHASE PRICE ALLOCABLE TO GOODS GIVING RISE TO BUYER'S CLAIM.
16. **Limitation of Actions:** NO SUIT OR CLAIM BASED ON ANY CAUSE OF ACTION, REGARDLESS OF FORM, ARISING FROM, OR IN ANY WAY CONNECTED WITH THIS CONTRACT OR GOODS FURNISHED TO BUYER, MAY BE BROUGHT BY BUYER OR ANY PARTY CLAIMING THROUGH BUYER MORE THAN ONE YEAR AFTER THE DATE THAT SUCH CAUSE OF ACTION ACCRUED.
17. **Obligation to Pass on Limitations:** If Buyer resells any of the Goods, it will include the language contained in Sections 12 through 16 of this Acknowledgement in an enforceable agreement with its buyer, or otherwise include language in an enforceable agreement with its buyer that makes SSAB's limitation of warranties and remedies binding on its buyer. Buyer will defend, indemnify and hold SSAB harmless from any claims, causes of action, damages, losses or expenses (including reasonable attorney's fees) that SSAB incurs due to Buyer's failure to comply with this paragraph.
18. **No Claim Against Affiliated Companies:** If Goods have been manufactured or supplied by companies affiliated with SSAB, Buyer agrees that (a) with the exception of this paragraph, there is no contractual relationship, express, implied or collateral, between any such affiliated company and Buyer, and (b) in respect of any non-conformance of or defect whatsoever in Goods, Buyer will rely upon its rights and remedies against SSAB and shall not have any right or remedy against any such affiliated company. In respect of this paragraph only, SSAB is contracting on its own behalf and as agent and trustee for each of its affiliated companies with the intention of creating enforceable rights on their behalf as third party beneficiaries.
19. **Acceptance of Orders:** Salespersons or other representatives of SSAB are only authorized to solicit orders from prospective buyers and have no authority to accept orders on behalf of SSAB. Orders may only be accepted by an authorized representative for SSAB.
20. **Waivers:** No waiver of any provision of this Contract shall: (a) be binding unless given in writing and signed by an authorized officer or agent of the party to be bound thereby; or (b) imply a waiver of that provision for the future or any other provisions of this Contract unless the waiver expressly so states. The invalidity of any provision hereof shall not affect the validity of the remaining provisions or the Contract as a whole.



21. **Assignment:** Buyer may not assign its rights or obligations under this Contract without the prior written consent of SSAB. SSAB may assign any of its rights under this Contract to a third party including, without limitation, any right to receive payment for Goods sold to Buyer and any security for such payment.

22. **Governing Law, Venue and Jury Trial:** The laws of the jurisdiction in which the Plant Site (producing Goods under this Order Acknowledgement) is located shall govern the interpretation, validity and enforceability of this Agreement including any controversy or claim, whether based in contract, tort, strict liability, fraud, misrepresentation or any other legal theory, related directly or indirectly to this Agreement, excluding: (a) such State's or Province's law with respect to conflicts of law; and (b) the United Nations Convention on Contracts for the International Sale of Goods. SSAB and Buyer agree that court proceedings, actions or suits which may be brought by either party under, related to or by virtue of the Contract or the purchase and sale of Goods between the parties shall be brought exclusively in a court of competent jurisdiction in which the Plant Site is located. The Parties hereby agree that any court proceedings, actions or suits which may be brought under, related to or by virtue of the Contract or purchase and sale of Goods between the Parties shall be determined by a court sitting without a jury. THE PARTIES, UNLESS PROHIBITED BY LAW, HEREBY WAIVE ANY RIGHT TO A JURY TRIAL.

23. **SSAB Compliance of Laws and Government Requirements:** SSAB agrees to comply with all applicable State, Federal, and local laws, rule and regulations and agrees to the stipulations and representations required thereby, including, without limitation, SSAB's representation that it has complied with section (12a) of the Fair Labor Standards Act of 1938 as amended, upon completion of the work covered by this Order. The provisions required to be inserted herein by any applicable Federal statute whether heretofore or hereafter enacted shall be deemed incorporated herein. SSAB certifies that it is in compliance with the Equal Employment Opportunity Act and all applicable rules and regulations of the Office of Federal Contract Compliance and agrees to furnish all statements and certifications and to permit all inspections and audits required by such. Furthermore, the Parties will comply with applicable legislative and regulatory requirements and refrain from participating in any corrupt business practices. It is the responsibility of the Buyer to determine the applicable export regulations should the steel supplied under this contract or purchase order, whether or not fabricated by the purchaser, be exported.

24. **Buyer's Compliance with Applicable Sanctions:** SSAB is committed to the highest ethical standards and to compliance with all applicable laws, including international sanctions and export control regulations. The Buyer represents and warrants that neither the Buyer nor any of its subsidiaries (collectively the "Company") or directors, senior executives or officers, or any person on whose behalf the Company is acting in connection with any contract, transaction or other interaction with SSAB, is an individual or entity ("Person") that is, or is 50% or more owned or controlled by, a Person (or Persons) that is subject to any economic or financial sanctions or trade embargoes imposed, administered or enforced by the U.S. Department of the Treasury's Office of Foreign Assets Control ("OFAC"), the U.S. Departments of State or Commerce, the United Nations Security Council ("UNSC"), the European Union (the "EU"), Switzerland, HM Treasury or any other relevant sanctions authority (collectively, the "Sanctions") or based, organized or resident in a country or territory that is subject to comprehensive (i.e., country-wide or territory-wide) Sanctions (including but not limited to as it may vary over time, the Russian Federation, Belarus, Cuba, Iran, North Korea, Syria, and non-government controlled areas of Ukraine such as Crimea, Donetsk, Kherson, Luhansk and Zaporizhzhia) (a "Sanctioned Country") (collectively, a "Sanctioned Person").

25. **Representations & Warranties for Sanctions Compliance:** The Buyer represents and warrants that: The Company, including anyone acting on its behalf, complies with any and all applicable import and export control and other customs laws and regulations, and sanctions regulations, including but not limited to the Sanctions, and licensing requirements, including but not limited to the International Traffic in Arms Regulations ("ITAR") and the United Kingdom Export Control Act, and has established effective, risk-based policies, procedures and internal controls for this purpose; The Company shall not use, sell, supply, transfer, export or make available any goods provided by SSAB, or otherwise facilitate any activities or business of or for, with or related to, directly or indirectly: (a) any Sanctioned Country or Sanctioned Person, including but not limited to individuals and entities based, organized or resident in the Russian Federation or Belarus, or in any other manner resulting in a violation of the Sanctions; (b) the production of items specified in the Wassenaar Arrangement Munitions List in a country subject to an arms embargo maintained by the United Nations, the United States, the United Kingdom, the EU, or the Organization for Security and Co-operation in Europe ("OSCE"); (c) any purpose connected with the development, production, handling, operation, maintenance, storage, detection, identification or dissemination of chemical, biological or nuclear weapons or other nuclear explosive devices or the development, production, maintenance or storage of missiles capable of delivering such weapons; (d) any purpose connected with terrorism, human rights violations, or violations of international humanitarian law; The Company will not engage or employ, present, or load any vessel or other mode of transport, or use an insurance agency or company, for the carriage of goods, against which there are, or against the carriers, owners, operators, disponent owners or managers, or their insurance agency or company of which there are, in each case, directly or indirectly, the Sanctions; The Company will not, directly or indirectly, in performance of or in connection with any interaction with SSAB rely on or otherwise use funds originating from any Sanctioned Country or Sanctioned Person; All payments made in performance of or in connection with any interaction with SSAB are carried out through financial institutions or entities that are not subject to the Sanctions; All payments to be made to SSAB in connection with any contract, transaction or other interaction with SSAB are carried out by the Buyer; and No Sanctioned Person has any beneficial or other interest in any interaction with SSAB nor will have any participation in or derive any other benefit from the same.

26. **Indemnification for Sanctions Violations:** The Buyer shall indemnify and hold SSAB harmless for any loss, damage, costs, penalties, or fees arising from or connected to non-compliance with the representations and warranties set out above. The Buyer shall, upon request of SSAB, provide SSAB with any information and documentation reasonably required to verify compliance with the representations and warranties set out above. For the avoidance of doubt, SSAB shall not be obliged to perform, and may suspend or terminate with immediate effect any obligation required by any contract with the Buyer in the event of: (i) a breach against the representations and warranties set out above, (ii) a failure to provide SSAB upon SSAB's request with information and documentation reasonably required to verify compliance, (iii) or if such performance by SSAB would in the SSAB's reasonable assessment, result in a violation of, or be inconsistent with, any Sanctions, or expose the Seller to the risk of violating the Sanctions or being designated as a Sanctioned Person. The Seller shall not be liable for any related loss, damage, costs, penalties, or fees incurred by the Buyer or any third party.

27. **End User Certificate:** Upon request of SSAB, the Buyer shall, using a template accepted by SSAB, provide SSAB with an end-user certificate specifying the end user for products in question.

28. **Code of Conduct:** SSAB is committed to a Code of Conduct (available at SSAB.com), which describes how SSAB does business. SSAB expects similar commitments from its business partners and the Buyer undertakes to comply with the Business Partner Code of Conduct (available at SSAB.com) or a corresponding code of conduct drawn up by the Buyer and published on its website at the time for entering into this contract.



INVOICE

Customer Relations
1-866-409-0138

Customer Code PHOFAA

Date Jan 13 2026

Invoice Number

897659-060

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PHOENIX FABRICATORS & ERECTORS, INC.
182 S. COUNTY ROAD 900 EAST
AVON, IN
46123

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PHOENIX FABRICATORS & ERECTORS, INC
1329 US HIGHWAY 41 NORTH
SEBREE, KY

Customer Order Number 0004392		Acknowledgement Order No. 41782786		Tally No.		Shipping Report No. MT569445		Date Shipped Jan 13 2026		
F.O.B. Location MUSCATINE, IA		Territory 36		Warehouse 93		Carrier TMC TRANSP		Terms of Payment 1/2% 10, N30		
D & B Rate	D & B Amount 0.00	Freight Terms PREPAID		Frt. Incl. Rate	Freight Incl. Amount		Freight Extra Amount		Total Freight	
State Sales Tax No.		State Tax Rate 0.0000		State Sales Tax Amount 0.00		Local Tax No.		Local Tax Rate 0.0000		Local Sales Tax 0.00
GI No.	Product Code Description	Quantity	Shipping Weight LB	Billing Weight LB	Length Shipped FT	Unit Price	Amount			
PLATE	A/SA36A709 0.250" X 96.00 X 374.00 LaserRite Plate(TM) CUST PART NO. P1/4X96X374 ORDER - 41-782786-01 CUST ORDER - 0004392 -001	7	17822	0	0.00	57.00 / 100 LB	10,158.54			
PLATE	A/SA36A709 0.250" X 96.00 X 234.00 LaserRite Plate(TM) CUST PART NO. P1/4X96X234 ORDER - 41-782786-02 CUST ORDER - 0004392 -002	3	4779	0	0.00	57.00 / 100 LB	2,724.03			

SALES TAX
PAYABLE IN US FUNDS
PLEASE REMIT PAYMENTS TO: SSAB
DEPT CH 19422 PALATINE, IL 60055-9422

PLEASE PAY THIS AMOUNT

\$12,882.57

All Invoices are Subject To A Late Payment Charge Of 1 1/2% Per Month (18% Per Annum).



SSAB AMERICAS TERMS AND CONDITIONS OF SALE
(ORDER ACKNOWLEDGEMENT)

The seller described on the face of this Order Acknowledgement ("SSAB") agrees to sell the goods ("Goods") described on the reverse side of this Order Acknowledgement (sometimes referred to as the "Contract") to the buyer described on the face of this Order Acknowledgement ("Buyer"), (SSAB and Buyer are sometimes collectively referred to as the "Parties" and individually as a "Party") subject to the following:

1. **Governing Terms and Conditions:** The terms and conditions set forth in this Order Acknowledgement shall constitute the exclusive agreement between SSAB and Buyer for the sale of Goods and this Order Acknowledgement shall supersede all prior negotiations, statements, agreements or commitments, whether oral or written, with respect to the sale of the Goods. If this Order Acknowledgement constitutes an acceptance of Buyer's order or any other offer of Buyer, then this Order Acknowledgement is expressly made conditional upon Buyer's acceptance of and assent to these terms and conditions as the only terms and conditions applicable to the sale of Goods. SSAB hereby gives notice that it rejects any terms or conditions contained in any document which has been or may in the future be supplied by Buyer to SSAB which terms and conditions are in addition to, different from, inconsistent with or attempt to vary any of the terms and conditions of this Order Acknowledgement, whether such terms or conditions are set forth in Buyer's purchase order or otherwise. Buyer's failure to object in writing to any provision contained herein within 10 days from receipt of this Order Acknowledgement or Buyer's acceptance of the Goods sold under this Order Acknowledgement shall constitute Buyer's acceptance of the terms and conditions contained in this Order Acknowledgement.
2. **Modifications:** No modification of the terms and conditions of this Order Acknowledgement shall be binding on the Parties unless such modification is expressly accepted in writing by the Parties, specifically stating that it is a modification of these terms and conditions.
3. **Price:** Unless otherwise expressly provided on the face of this Order Acknowledgement, the prices specified on the face of this Order Acknowledgement shall be adjusted to SSAB's price in effect for Goods at the time of shipment of Goods to Buyer.
4. **Taxes and Duties:** The purchase price for Goods does not include any taxes, duties, tariffs or other charges imposed by any governmental authority upon the purchase, sale, value, use, transportation or storage of Goods, all of which Buyer agrees to pay or alternatively to reimburse SSAB upon demand for any such amounts SSAB is liable to collect or pay.
5. **Delivery, Title and Risk:** Unless otherwise expressly provided on the face of this Order Acknowledgement: (a) Goods shall be deemed to be delivered to Buyer when delivered to a carrier at the SSAB facility specified on the face of this Order Acknowledgement for shipment to Buyer, or in the case of customer pickup orders, when Goods are made available to Buyer; (b) title to Goods shall pass to Buyer at the time of such delivery to Buyer; and (c) Buyer shall assume all risk of loss with respect to Goods from and after the time of such delivery including, without limitation, while Goods are in transit.
6. **Time of Shipment:** The shipping dates quoted on the face of this Order Acknowledgement are approximate only. SSAB does not guarantee to ship in the time frame specified but will exercise all reasonable efforts to do so. If SSAB is unable to ship Goods in accordance with the dates specified, SSAB reserves the right to reasonably extend such dates upon giving notice to Buyer. SSAB may make partial shipments of Goods, unless otherwise specified on the face of this Order Acknowledgement, and payment for any portion of Goods so shipped shall become due in accordance with the terms of payment set out below.
7. **Force Majeure:** If SSAB's performance of its obligations under this Contract is delayed or made impossible or commercially impracticable due to any cause beyond SSAB's reasonable control (including, without limitation, acts of God, labor disputes, compliance with government regulations, equipment failure, shortages in transportation, inability to obtain necessary labor or raw materials, or defects or delays in the performance of its suppliers or subcontractors), SSAB shall have such additional time within which to perform this Contract as may be reasonably necessary under the circumstances. If SSAB is unable to produce sufficient Goods to meet all demands from customers and internal uses, SSAB shall have the right to allocate production among its customers and plants in any manner SSAB may, in its sole discretion, determine to be equitable.
8. **Routing and Freight Charges:** Without limiting the provisions of paragraph 5, all means of transportation and routing of Goods shall be specified by SSAB. Unless otherwise expressly provided on the face of this Order Acknowledgement, the purchase price includes freight charges to the shipping destination specified on the face of this Order Acknowledgement, but any charges at the shipping destination for spotting, switching, unloading, storage or demurrage not separately identified on the face of this Order Acknowledgement as being included in the purchase price shall be Buyer's responsibility. Buyer agrees to pay any such charges at the shipping destination or, alternatively, to reimburse SSAB upon demand for any such charges which SSAB is required to pay.
9. **Payment:** Unless otherwise expressly provided on the face of this Order Acknowledgement, Buyer shall make payment in full of the purchase price for Goods to SSAB within 30 days from the date of issuance of the invoice to Buyer. Unless otherwise expressly provided, the purchase price specified on the face of this Order Acknowledgement shall be paid in legal tender of the United States of America or its equivalent in Canadian Dollars. SSAB reserves the right at any time, even after partial shipment or partial payment on account of Goods, to require Buyer to provide satisfactory security for the due payment of the purchase price for Goods in addition to the security interest reserved pursuant to paragraph 10. Failure to provide such security will entitle SSAB to defer any further shipments until such security is provided or to cancel this Contract or so much of it as remains unperformed.
10. **Security:** SSAB reserves, until payment in full for Goods is received, a purchase-money security interest in all Goods sold to Buyer under this Order Acknowledgement and all proceeds thereof. SSAB's repossession of any Goods pursuant to its security interest shall be without prejudice to any other remedies SSAB may have. Upon SSAB's request, Buyer shall execute and deliver to SSAB such financing statements and other instruments and agreements as SSAB may reasonably require to evidence or perfect its security interest in Goods.
11. **Default:** If Buyer fails to make payment in full for Goods within the time period set forth above or within the time period expressly agreed upon in writing by the parties, such failure to pay on time constitutes a material breach of contract by Buyer, permitting SSAB to suspend production, shipment or delivery under this or any other contract between Buyer and SSAB. Buyer shall pay to SSAB interest on any unpaid amount due at the maximum rate permitted by law or 18% per annum, whichever is less. SSAB shall have, in addition, all other remedies permitted to SSAB by law, equity or this Contract. If SSAB takes legal action to collect any amount due under this Contract, Buyer shall pay all court costs plus reasonable attorney fees incurred by SSAB in bringing such legal action.
12. **Warranty and Disclaimer:** SSAB expressly warrants that, at the time of delivery, Goods furnished to the Buyer will comply with the specifications set forth on the face of this Order Acknowledgement and any Mill Certificate issued in respect of such Goods. THE FOLLOWING WARRANTY IS EXCLUSIVE AND IN LIEU OF ALL OTHER WARRANTIES AS TO QUALITY OR FITNESS OF THE GOODS, WRITTEN, ORAL OR IMPLIED, STATUTORY OR OTHERWISE, INCLUDING ANY WARRANTIES OR CONDITIONS OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.
13. **Paint, Coating and Blast Warranty Disclaimer:** The limited warranty in paragraph 12 does not extend to any paint, coating and blast services purchased from a third-party vendor through SSAB. All such services purchased under this Order Acknowledgement are covered by their respective vendors' limited warranties, if any, and SSAB will have no liability in connection thereof.
14. **Exclusive Remedies:** If any Goods furnished under this Contract fail to conform to the express warranty set forth above in paragraph 12, SSAB shall, at its option, either: (a) replace such non-conforming Goods; or (b) repay or credit the purchase price paid for such Goods to Buyer. Buyer shall not return any such non-conforming Goods to SSAB or incur any shipping or other charges in respect of such Goods without SSAB's prior written consent. Replacement of or repayment or credit for such non-conforming Goods shall be Buyer's exclusive remedy for and shall constitute satisfaction of any and all liabilities of SSAB with respect to any non-conformance of or defect whatsoever in Goods (including any liability for direct, indirect, special, incidental or consequential damages) whether in warranty, contract, tort, negligence, strict liability or otherwise. SSAB's warranty obligation shall be conditioned upon receipt by Manufacturer of notice of any alleged non-conformance shortage or error to specifications within 30 days after delivery to Buyer. All Goods claimed to be defective shall be held for inspection by SSAB.
15. **Limitation of Liability:** IN NO EVENT SHALL SSAB BE LIABLE FOR ANY SPECIAL, INDIRECT, INCIDENTAL OR CONSEQUENTIAL DAMAGES (INCLUDING, WITHOUT LIMITATION, PERSONAL INJURY, PROPERTY DAMAGE, LOSS OF PROFITS OR LOSS OF ANTICIPATED BUSINESS, COST OF SUBSTITUTE GOODS, DOWNTIME COSTS, DELAYS, OR CLAIMS OF CUSTOMERS OF BUYER OR OTHER THIRD PARTIES FOR SUCH OR OTHER DAMAGES) WHETHER BASED IN WARRANTY, CONTRACT, TORT, NEGLIGENCE, STRICT LIABILITY OR OTHERWISE. IN NO EVENT SHALL SSAB'S LIABILITY EXCEED THE PURCHASE PRICE ALLOCABLE TO GOODS GIVING RISE TO BUYER'S CLAIM.
16. **Limitation of Actions:** NO SUIT OR CLAIM BASED ON ANY CAUSE OF ACTION, REGARDLESS OF FORM, ARISING FROM, OR IN ANY WAY CONNECTED WITH THIS CONTRACT OR GOODS FURNISHED TO BUYER, MAY BE BROUGHT BY BUYER OR ANY PARTY CLAIMING THROUGH BUYER MORE THAN ONE YEAR AFTER THE DATE THAT SUCH CAUSE OF ACTION ACCRUED.
17. **Obligation to Pass on Limitations:** If Buyer resells any of the Goods, it will include the language contained in Sections 12 through 16 of this Acknowledgement in an enforceable agreement with its buyer, or otherwise include language in an enforceable agreement with its buyer that makes SSAB's limitation of warranties and remedies binding on its buyer. Buyer will defend, indemnify and hold SSAB harmless from any claims, causes of action, damages, losses or expenses (including reasonable attorney's fees) that SSAB incurs due to Buyer's failure to comply with this paragraph.
18. **No Claim Against Affiliated Companies:** If Goods have been manufactured or supplied by companies affiliated with SSAB, Buyer agrees that (a) with the exception of this paragraph, there is no contractual relationship, express, implied or collateral, between any such affiliated company and Buyer, and (b) in respect of any non-conformance of or defect whatsoever in Goods, Buyer will rely upon its rights and remedies against SSAB and shall not have any right or remedy against any such affiliated company. In respect of this paragraph only, SSAB is contracting on its own behalf and as agent and trustee for each of its affiliated companies with the intention of creating enforceable rights on their behalf as third party beneficiaries.
19. **Acceptance of Orders:** Salespersons or other representatives of SSAB are only authorized to solicit orders from prospective buyers and have no authority to accept orders on behalf of SSAB. Orders may only be accepted by an authorized representative for SSAB.
20. **Waivers:** No waiver of any provision of this Contract shall: (a) be binding unless given in writing and signed by an authorized officer or agent of the party to be bound thereby; or (b) imply a waiver of that provision for the future or any other provisions of this Contract unless the waiver expressly so states. The invalidity of any provision hereof shall not affect the validity of the remaining provisions or the Contract as a whole.



21. **Assignment:** Buyer may not assign its rights or obligations under this Contract without the prior written consent of SSAB. SSAB may assign any of its rights under this Contract to a third party including, without limitation, any right to receive payment for Goods sold to Buyer and any security for such payment.

22. **Governing Law, Venue and Jury Trial:** The laws of the jurisdiction in which the Plant Site (producing Goods under this Order Acknowledgement) is located shall govern the interpretation, validity and enforceability of this Agreement including any controversy or claim, whether based in contract, tort, strict liability, fraud, misrepresentation or any other legal theory, related directly or indirectly to this Agreement, excluding: (a) such State's or Province's law with respect to conflicts of law; and (b) the United Nations Convention on Contracts for the International Sale of Goods. SSAB and Buyer agree that court proceedings, actions or suits which may be brought by either party under, related to or by virtue of the Contract or the purchase and sale of Goods between the parties shall be brought exclusively in a court of competent jurisdiction in which the Plant Site is located. The Parties hereby agree that any court proceedings, actions or suits which may be brought under, related to or by virtue of the Contract or purchase and sale of Goods between the Parties shall be determined by a court sitting without a jury. THE PARTIES, UNLESS PROHIBITED BY LAW, HEREBY WAIVE ANY RIGHT TO A JURY TRIAL.

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25. **Representations & Warranties for Sanctions Compliance:** The Buyer represents and warrants that: The Company, including anyone acting on its behalf, complies with any and all applicable import and export control and other customs laws and regulations, and sanctions regulations, including but not limited to the Sanctions, and licensing requirements, including but not limited to the International Traffic in Arms Regulations ("ITAR") and the United Kingdom Export Control Act, and has established effective, risk-based policies, procedures and internal controls for this purpose; The Company shall not use, sell, supply, transfer, export or make available any goods provided by SSAB, or otherwise facilitate any activities or business of or for, with or related to, directly or indirectly: (a) any Sanctioned Country or Sanctioned Person, including but not limited to individuals and entities based, organized or resident in the Russian Federation or Belarus, or in any other manner resulting in a violation of the Sanctions; (b) the production of items specified in the Wassenaar Arrangement Munitions List in a country subject to an arms embargo maintained by the United Nations, the United States, the United Kingdom, the EU, or the Organization for Security and Co-operation in Europe ("OSCE"); (c) any purpose connected with the development, production, handling, operation, maintenance, storage, detection, identification or dissemination of chemical, biological or nuclear weapons or other nuclear explosive devices or the development, production, maintenance or storage of missiles capable of delivering such weapons; (d) any purpose connected with terrorism, human rights violations, or violations of international humanitarian law; The Company will not engage or employ, present, or load any vessel or other mode of transport, or use an insurance agency or company, for the carriage of goods, against which there are, or against the carriers, owners, operators, disponent owners or managers, or their insurance agency or company of which there are, in each case, directly or indirectly, the Sanctions; The Company will not, directly or indirectly, in performance of or in connection with any interaction with SSAB rely on or otherwise use funds originating from any Sanctioned Country or Sanctioned Person; All payments made in performance of or in connection with any interaction with SSAB are carried out through financial institutions or entities that are not subject to the Sanctions; All payments to be made to SSAB in connection with any contract, transaction or other interaction with SSAB are carried out by the Buyer; and No Sanctioned Person has any beneficial or other interest in any interaction with SSAB nor will have any participation in or derive any other benefit from the same.

26. **Indemnification for Sanctions Violations:** The Buyer shall indemnify and hold SSAB harmless for any loss, damage, costs, penalties, or fees arising from or connected to non-compliance with the representations and warranties set out above. The Buyer shall, upon request of SSAB, provide SSAB with any information and documentation reasonably required to verify compliance with the representations and warranties set out above. For the avoidance of doubt, SSAB shall not be obliged to perform, and may suspend or terminate with immediate effect any obligation required by any contract with the Buyer in the event of: (i) a breach against the representations and warranties set out above, (ii) a failure to provide SSAB upon SSAB's request with information and documentation reasonably required to verify compliance, (iii) or if such performance by SSAB would in the SSAB's reasonable assessment, result in a violation of, or be inconsistent with, any Sanctions, or expose the Seller to the risk of violating the Sanctions or being designated as a Sanctioned Person. The Seller shall not be liable for any related loss, damage, costs, penalties, or fees incurred by the Buyer or any third party.

27. **End User Certificate:** Upon request of SSAB, the Buyer shall, using a template accepted by SSAB, provide SSAB with an end-user certificate specifying the end user for products in question.

28. **Code of Conduct:** SSAB is committed to a Code of Conduct (available at SSAB.com), which describes how SSAB does business. SSAB expects similar commitments from its business partners and the Buyer undertakes to comply with the Business Partner Code of Conduct (available at SSAB.com) or a corresponding code of conduct drawn up by the Buyer and published on its website at the time for entering into this contract.



INVOICE

Customer Relations
1-866-409-0138

Customer Code PHOFAA

Date Jan 12 2026

Invoice Number

897405-060

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PHOENIX FABRICATORS & ERECTORS, INC.
182 S. COUNTY ROAD 900 EAST
AVON, IN
46123

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PHOENIX FABRICATORS & ERECTORS, INC
1329 US HIGHWAY 41 NORTH
SEBREE, KY

Customer Order Number 0004392		Acknowledgement Order No. 41782786		Tally No.		Shipping Report No. MT569266		Date Shipped Jan 11 2026		
F.O.B. Location MUSCATINE, IA			Territory 36	Warehouse 93		Carrier TMC TRANSP			Terms of Payment 1/2% 10, N30	
D & B Rate	D & B Amount 0.00		Freight Terms PREPAID		Frt. Incl. Rate	Freight Incl. Amount		Freight Extra Amount		Total Freight
State Sales Tax No.		State Tax Rate 0.0000	State Sales Tax Amount 0.00			Local Tax No.		Local Tax Rate 0.0000		Local Sales Tax 0.00

GI No.	Product Code Description	Quantity	Shipping Weight LB	Billing Weight LB	Length Shipped FT	Unit Price	Amount
	PLATE	9	22914	0	0.00	57.00	13,060.98
	A/SA36A709 0.250" X 96.00 X 374.00 LaserRite Plate(TM) CUST PART NO. P1/4X96X374 ORDER - 41-782786-01 CUST ORDER - 0004392 -001					/ 100 LB	

SALES TAX
PAYABLE IN US FUNDS
PLEASE REMIT PAYMENTS TO: SSAB
DEPT CH 19422 PALATINE, IL 60055-9422

PLEASE PAY THIS AMOUNT \$13,060.98

All Invoices are Subject To A Late Payment Charge Of 1 1/2% Per Month (18% Per Annum).



SSAB AMERICAS TERMS AND CONDITIONS OF SALE
(ORDER ACKNOWLEDGEMENT)

The seller described on the face of this Order Acknowledgement ("SSAB") agrees to sell the goods ("Goods") described on the reverse side of this Order Acknowledgement (sometimes referred to as the "Contract") to the buyer described on the face of this Order Acknowledgement ("Buyer"), (SSAB and Buyer are sometimes collectively referred to as the "Parties" and individually as a "Party") subject to the following:

1. **Governing Terms and Conditions:** The terms and conditions set forth in this Order Acknowledgement shall constitute the exclusive agreement between SSAB and Buyer for the sale of Goods and this Order Acknowledgement shall supersede all prior negotiations, statements, agreements or commitments, whether oral or written, with respect to the sale of the Goods. If this Order Acknowledgement constitutes an acceptance of Buyer's order or any other offer of Buyer, then this Order Acknowledgement is expressly made conditional upon Buyer's acceptance of and assent to these terms and conditions as the only terms and conditions applicable to the sale of Goods. SSAB hereby gives notice that it rejects any terms or conditions contained in any document which has been or may in the future be supplied by Buyer to SSAB which terms and conditions are in addition to, different from, inconsistent with or attempt to vary any of the terms and conditions of this Order Acknowledgement, whether such terms or conditions are set forth in Buyer's purchase order or otherwise. Buyer's failure to object in writing to any provision contained herein within 10 days from receipt of this Order Acknowledgement or Buyer's acceptance of the Goods sold under this Order Acknowledgement shall constitute Buyer's acceptance of the terms and conditions contained in this Order Acknowledgement.
2. **Modifications:** No modification of the terms and conditions of this Order Acknowledgement shall be binding on the Parties unless such modification is expressly accepted in writing by the Parties, specifically stating that it is a modification of these terms and conditions.
3. **Price:** Unless otherwise expressly provided on the face of this Order Acknowledgement, the prices specified on the face of this Order Acknowledgement shall be adjusted to SSAB's price in effect for Goods at the time of shipment of Goods to Buyer.
4. **Taxes and Duties:** The purchase price for Goods does not include any taxes, duties, tariffs or other charges imposed by any governmental authority upon the purchase, sale, value, use, transportation or storage of Goods, all of which Buyer agrees to pay or alternatively to reimburse SSAB upon demand for any such amounts SSAB is liable to collect or pay.
5. **Delivery, Title and Risk:** Unless otherwise expressly provided on the face of this Order Acknowledgement: (a) Goods shall be deemed to be delivered to Buyer when delivered to a carrier at the SSAB facility specified on the face of this Order Acknowledgement for shipment to Buyer, or in the case of customer pickup orders, when Goods are made available to Buyer; (b) title to Goods shall pass to Buyer at the time of such delivery to Buyer; and (c) Buyer shall assume all risk of loss with respect to Goods from and after the time of such delivery including, without limitation, while Goods are in transit.
6. **Time of Shipment:** The shipping dates quoted on the face of this Order Acknowledgement are approximate only. SSAB does not guarantee to ship in the time frame specified but will exercise all reasonable efforts to do so. If SSAB is unable to ship Goods in accordance with the dates specified, SSAB reserves the right to reasonably extend such dates upon giving notice to Buyer. SSAB may make partial shipments of Goods, unless otherwise specified on the face of this Order Acknowledgement, and payment for any portion of Goods so shipped shall become due in accordance with the terms of payment set out below.
7. **Force Majeure:** If SSAB's performance of its obligations under this Contract is delayed or made impossible or commercially impracticable due to any cause beyond SSAB's reasonable control (including, without limitation, acts of God, labor disputes, compliance with government regulations, equipment failure, shortages in transportation, inability to obtain necessary labor or raw materials, or defects or delays in the performance of its suppliers or subcontractors), SSAB shall have such additional time within which to perform this Contract as may be reasonably necessary under the circumstances. If SSAB is unable to produce sufficient Goods to meet all demands from customers and internal uses, SSAB shall have the right to allocate production among its customers and plants in any manner SSAB may, in its sole discretion, determine to be equitable.
8. **Routing and Freight Charges:** Without limiting the provisions of paragraph 5, all means of transportation and routing of Goods shall be specified by SSAB. Unless otherwise expressly provided on the face of this Order Acknowledgement, the purchase price includes freight charges to the shipping destination specified on the face of this Order Acknowledgement, but any charges at the shipping destination for spotting, switching, unloading, storage or demurrage not separately identified on the face of this Order Acknowledgement as being included in the purchase price shall be Buyer's responsibility. Buyer agrees to pay any such charges at the shipping destination or, alternatively, to reimburse SSAB upon demand for any such charges which SSAB is required to pay.
9. **Payment:** Unless otherwise expressly provided on the face of this Order Acknowledgement, Buyer shall make payment in full of the purchase price for Goods to SSAB within 30 days from the date of issuance of the invoice to Buyer. Unless otherwise expressly provided, the purchase price specified on the face of this Order Acknowledgement shall be paid in legal tender of the United States of America or its equivalent in Canadian Dollars. SSAB reserves the right at any time, even after partial shipment or partial payment on account of Goods, to require Buyer to provide satisfactory security for the due payment of the purchase price for Goods in addition to the security interest reserved pursuant to paragraph 10. Failure to provide such security will entitle SSAB to defer any further shipments until such security is provided or to cancel this Contract or so much of it as remains unperformed.
10. **Security:** SSAB reserves, until payment in full for Goods is received, a purchase-money security interest in all Goods sold to Buyer under this Order Acknowledgement and all proceeds thereof. SSAB's repossession of any Goods pursuant to its security interest shall be without prejudice to any other remedies SSAB may have. Upon SSAB's request, Buyer shall execute and deliver to SSAB such financing statements and other instruments and agreements as SSAB may reasonably require to evidence or perfect its security interest in Goods.
11. **Default:** If Buyer fails to make payment in full for Goods within the time period set forth above or within the time period expressly agreed upon in writing by the parties, such failure to pay on time constitutes a material breach of contract by Buyer, permitting SSAB to suspend production, shipment or delivery under this or any other contract between Buyer and SSAB. Buyer shall pay to SSAB interest on any unpaid amount due at the maximum rate permitted by law or 18% per annum, whichever is less. SSAB shall have, in addition, all other remedies permitted to SSAB by law, equity or this Contract. If SSAB takes legal action to collect any amount due under this Contract, Buyer shall pay all court costs plus reasonable attorney fees incurred by SSAB in bringing such legal action.
12. **Warranty and Disclaimer:** SSAB expressly warrants that, at the time of delivery, Goods furnished to the Buyer will comply with the specifications set forth on the face of this Order Acknowledgement and any Mill Certificate issued in respect of such Goods. THE FOLLOWING WARRANTY IS EXCLUSIVE AND IN LIEU OF ALL OTHER WARRANTIES AS TO QUALITY OR FITNESS OF THE GOODS, WRITTEN, ORAL OR IMPLIED, STATUTORY OR OTHERWISE, INCLUDING ANY WARRANTIES OR CONDITIONS OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.
13. **Paint, Coating and Blast Warranty Disclaimer:** The limited warranty in paragraph 12 does not extend to any paint, coating and blast services purchased from a third-party vendor through SSAB. All such services purchased under this Order Acknowledgment are covered by their respective vendors' limited warranties, if any, and SSAB will have no liability in connection thereof.
14. **Exclusive Remedies:** If any Goods furnished under this Contract fail to conform to the express warranty set forth above in paragraph 12, SSAB shall, at its option, either: (a) replace such non-conforming Goods; or (b) repay or credit the purchase price paid for such Goods to Buyer. Buyer shall not return any such non-conforming Goods to SSAB or incur any shipping or other charges in respect of such Goods without SSAB's prior written consent. Replacement of or repayment or credit for such non-conforming Goods shall be Buyer's exclusive remedy for and shall constitute satisfaction of any and all liabilities of SSAB with respect to any non-conformance of or defect whatsoever in Goods (including any liability for direct, indirect, special, incidental or consequential damages) whether in warranty, contract, tort, negligence, strict liability or otherwise. SSAB's warranty obligation shall be conditioned upon receipt by Manufacturer of notice of any alleged non-conformance shortage or error to specifications within 30 days after delivery to Buyer. All Goods claimed to be defective shall be held for inspection by SSAB.
15. **Limitation of Liability:** IN NO EVENT SHALL SSAB BE LIABLE FOR ANY SPECIAL, INDIRECT, INCIDENTAL OR CONSEQUENTIAL DAMAGES (INCLUDING, WITHOUT LIMITATION, PERSONAL INJURY, PROPERTY DAMAGE, LOSS OF PROFITS OR LOSS OF ANTICIPATED BUSINESS, COST OF SUBSTITUTE GOODS, DOWNTIME COSTS, DELAYS, OR CLAIMS OF CUSTOMERS OF BUYER OR OTHER THIRD PARTIES FOR SUCH OR OTHER DAMAGES) WHETHER BASED IN WARRANTY, CONTRACT, TORT, NEGLIGENCE, STRICT LIABILITY OR OTHERWISE. IN NO EVENT SHALL SSAB'S LIABILITY EXCEED THE PURCHASE PRICE ALLOCABLE TO GOODS GIVING RISE TO BUYER'S CLAIM.
16. **Limitation of Actions:** NO SUIT OR CLAIM BASED ON ANY CAUSE OF ACTION, REGARDLESS OF FORM, ARISING FROM, OR IN ANY WAY CONNECTED WITH THIS CONTRACT OR GOODS FURNISHED TO BUYER, MAY BE BROUGHT BY BUYER OR ANY PARTY CLAIMING THROUGH BUYER MORE THAN ONE YEAR AFTER THE DATE THAT SUCH CAUSE OF ACTION ACCRUED.
17. **Obligation to Pass on Limitations:** If Buyer resells any of the Goods, it will include the language contained in Sections 12 through 16 of this Acknowledgement in an enforceable agreement with its buyer, or otherwise include language in an enforceable agreement with its buyer that makes SSAB's limitation of warranties and remedies binding on its buyer. Buyer will defend, indemnify and hold SSAB harmless from any claims, causes of action, damages, losses or expenses (including reasonable attorney's fees) that SSAB incurs due to Buyer's failure to comply with this paragraph.
18. **No Claim Against Affiliated Companies:** If Goods have been manufactured or supplied by companies affiliated with SSAB, Buyer agrees that (a) with the exception of this paragraph, there is no contractual relationship, express, implied or collateral, between any such affiliated company and Buyer, and (b) in respect of any non-conformance of or defect whatsoever in Goods, Buyer will rely upon its rights and remedies against SSAB and shall not have any right or remedy against any such affiliated company. In respect of this paragraph only, SSAB is contracting on its own behalf and as agent and trustee for each of its affiliated companies with the intention of creating enforceable rights on their behalf as third party beneficiaries.
19. **Acceptance of Orders:** Salespersons or other representatives of SSAB are only authorized to solicit orders from prospective buyers and have no authority to accept orders on behalf of SSAB. Orders may only be accepted by an authorized representative for SSAB.
20. **Waivers:** No waiver of any provision of this Contract shall: (a) be binding unless given in writing and signed by an authorized officer or agent of the party to be bound thereby; or (b) imply a waiver of that provision for the future or any other provisions of this Contract unless the waiver expressly so states. The invalidity of any provision hereof shall not affect the validity of the remaining provisions or the Contract as a whole.



21. **Assignment:** Buyer may not assign its rights or obligations under this Contract without the prior written consent of SSAB. SSAB may assign any of its rights under this Contract to a third party including, without limitation, any right to receive payment for Goods sold to Buyer and any security for such payment.

22. **Governing Law, Venue and Jury Trial:** The laws of the jurisdiction in which the Plant Site (producing Goods under this Order Acknowledgement) is located shall govern the interpretation, validity and enforceability of this Agreement including any controversy or claim, whether based in contract, tort, strict liability, fraud, misrepresentation or any other legal theory, related directly or indirectly to this Agreement, excluding: (a) such State's or Province's law with respect to conflicts of law; and (b) the United Nations Convention on Contracts for the International Sale of Goods. SSAB and Buyer agree that court proceedings, actions or suits which may be brought by either party under, related to or by virtue of the Contract or the purchase and sale of Goods between the parties shall be brought exclusively in a court of competent jurisdiction in which the Plant Site is located. The Parties hereby agree that any court proceedings, actions or suits which may be brought under, related to or by virtue of the Contract or purchase and sale of Goods between the Parties shall be determined by a court sitting without a jury. **THE PARTIES, UNLESS PROHIBITED BY LAW, HEREBY WAIVE ANY RIGHT TO A JURY TRIAL.**

23. **SSAB Compliance of Laws and Government Requirements:** SSAB agrees to comply with all applicable State, Federal, and local laws, rule and regulations and agrees to the stipulations and representations required thereby, including, without limitation, SSAB's representation that it has complied with section (12a) of the Fair Labor Standards Act of 1938 as amended, upon completion of the work covered by this Order. The provisions required to be inserted herein by any applicable Federal statute whether heretofore or hereafter enacted shall be deemed incorporated herein. SSAB certifies that it is in compliance with the Equal Employment Opportunity Act and all applicable rules and regulations of the Office of Federal Contract Compliance and agrees to furnish all statements and certifications and to permit all inspections and audits required by such. Furthermore, the Parties will comply with applicable legislative and regulatory requirements and refrain from participating in any corrupt business practices. It is the responsibility of the Buyer to determine the applicable export regulations should the steel supplied under this contract or purchase order, whether or not fabricated by the purchaser, be exported.

24. **Buyer's Compliance with Applicable Sanctions:** SSAB is committed to the highest ethical standards and to compliance with all applicable laws, including international sanctions and export control regulations. The Buyer represents and warrants that neither the Buyer nor any of its subsidiaries (collectively the "Company") or directors, senior executives or officers, or any person on whose behalf the Company is acting in connection with any contract, transaction or other interaction with SSAB, is an individual or entity ("Person") that is, or is 50% or more owned or controlled by, a Person (or Persons) that is subject to any economic or financial sanctions or trade embargoes imposed, administered or enforced by the U.S. Department of the Treasury's Office of Foreign Assets Control ("OFAC"), the U.S. Departments of State or Commerce, the United Nations Security Council ("UNSC"), the European Union (the "EU"), Switzerland, HM Treasury or any other relevant sanctions authority (collectively, the "Sanctions") or based, organized or resident in a country or territory that is subject to comprehensive (i.e., country-wide or territory-wide) Sanctions (including but not limited to as it may vary over time, the Russian Federation, Belarus, Cuba, Iran, North Korea, Syria, and non-government controlled areas of Ukraine such as Crimea, Donetsk, Kherson, Luhansk and Zaporizhzhia) (a "Sanctioned Country") (collectively, a "Sanctioned Person").

25. **Representations & Warranties for Sanctions Compliance:** The Buyer represents and warrants that: The Company, including anyone acting on its behalf, complies with any and all applicable import and export control and other customs laws and regulations, and sanctions regulations, including but not limited to the Sanctions, and licensing requirements, including but not limited to the International Traffic in Arms Regulations ("ITAR") and the United Kingdom Export Control Act, and has established effective, risk-based policies, procedures and internal controls for this purpose; The Company shall not use, sell, supply, transfer, export or make available any goods provided by SSAB, or otherwise facilitate any activities or business of or for, with or related to, directly or indirectly: (a) any Sanctioned Country or Sanctioned Person, including but not limited to individuals and entities based, organized or resident in the Russian Federation or Belarus, or in any other manner resulting in a violation of the Sanctions; (b) the production of items specified in the Wassenaar Arrangement Munitions List in a country subject to an arms embargo maintained by the United Nations, the United States, the United Kingdom, the EU, or the Organization for Security and Co-operation in Europe ("OSCE"); (c) any purpose connected with the development, production, handling, operation, maintenance, storage, detection, identification or dissemination of chemical, biological or nuclear weapons or other nuclear explosive devices or the development, production, maintenance or storage of missiles capable of delivering such weapons; (d) any purpose connected with terrorism, human rights violations, or violations of international humanitarian law; The Company will not engage or employ, present, or load any vessel or other mode of transport, or use an insurance agency or company, for the carriage of goods, against which there are, or against the carriers, owners, operators, disponent owners or managers, or their insurance agency or company of which there are, in each case, directly or indirectly, the Sanctions; The Company will not, directly or indirectly, in performance of or in connection with any interaction with SSAB rely on or otherwise use funds originating from any Sanctioned Country or Sanctioned Person; All payments made in performance of or in connection with any interaction with SSAB are carried out through financial institutions or entities that are not subject to the Sanctions; All payments to be made to SSAB in connection with any contract, transaction or other interaction with SSAB are carried out by the Buyer; and No Sanctioned Person has any beneficial or other interest in any interaction with SSAB nor will have any participation in or derive any other benefit from the same.

26. **Indemnification for Sanctions Violations:** The Buyer shall indemnify and hold SSAB harmless for any loss, damage, costs, penalties, or fees arising from or connected to non-compliance with the representations and warranties set out above. The Buyer shall, upon request of SSAB, provide SSAB with any information and documentation reasonably required to verify compliance with the representations and warranties set out above. For the avoidance of doubt, SSAB shall not be obliged to perform, and may suspend or terminate with immediate effect any obligation required by any contract with the Buyer in the event of: (i) a breach against the representations and warranties set out above, (ii) a failure to provide SSAB upon SSAB's request with information and documentation reasonably required to verify compliance, (iii) or if such performance by SSAB would in the SSAB's reasonable assessment, result in a violation of, or be inconsistent with, any Sanctions, or expose the Seller to the risk of violating the Sanctions or being designated as a Sanctioned Person. The Seller shall not be liable for any related loss, damage, costs, penalties, or fees incurred by the Buyer or any third party.

27. **End User Certificate:** Upon request of SSAB, the Buyer shall, using a template accepted by SSAB, provide SSAB with an end-user certificate specifying the end user for products in question.

28. **Code of Conduct:** SSAB is committed to a Code of Conduct (available at SSAB.com), which describes how SSAB does business. SSAB expects similar commitments from its business partners and the Buyer undertakes to comply with the Business Partner Code of Conduct (available at SSAB.com) or a corresponding code of conduct drawn up by the Buyer and published on its website at the time for entering into this contract.