

ICD Alloys and Metals LLC General Terms and Conditions for Sales
May 7, 2024

Except as otherwise set forth in any Commercial Terms, these General Terms & Conditions shall apply to all sales by ICD Alloys and Metals LLC or its Affiliates (“**Seller**”) to any Buyer. These General Terms & Conditions, as well as any Commercial Terms (collectively, the “**Contract**”) contain all agreements, arrangements, and stipulations between Seller and Buyer (each a “**Party**” and collectively the “**Parties**”) in respect of any sales of any Product by Seller to Buyer, and supersede any conflicting provision in each and every offer, quotation, order, nomination, confirmation, invoice, delivery note, inspection form, survey form, and/or any similar document, contract, or agreement relating to the sale of any Product by Seller to Buyer, whether such transaction is made by Buyer acting in its own name, or by an agent of Buyer. In the event of any conflict between any provision of these General Terms & Conditions and any Commercial Terms, the Commercial Terms shall take precedence other than as expressly set forth herein, but only to the extent of any such conflict.

Seller’s agreement to sell the Product to Buyer is conditioned on Buyer’s acceptance of these General Terms & Conditions, and no terms or conditions, other than those stated herein, and no agreement or understanding in any way modifying the terms and conditions herein stated shall be binding upon Seller unless mutually agreed upon in writing. If the terms and conditions of this Contract (including the Commercial Terms) differ in any way from the terms and conditions set forth in any offer made by the Buyer, the Commercial Terms shall not constitute an acceptance of the terms set forth in Buyer’s writing. Instead, Buyer agrees that Seller’s performance under the Contract is conditioned on Buyer’s acceptance of these General Terms & Conditions, regardless of the terms set forth in any offer by the Buyer.

I. Definitions

A. “**Affiliate**” or “**Affiliates**” means any legal entity which controls, is controlled by, or is under common control with, one of the Parties to this Contract, and “control” means legal or beneficial ownership of fifty percent (50%) or more of the shares in a legal entity entitled to appoint directors, or the possession, directly or indirectly, of the power to direct or cause the direction of the management and policies of such entity.

B. “**Buyer**” means the person(s), entity, or entities contracting to buy the Product as set out in any Commercial Terms, including the servants, agents, brokers, designated representatives, subsidiaries or Affiliates of such entity or entities.

C. “**Commercial Terms**” means the Parties’ written agreement with respect to the Product that will be delivered by Seller to Buyer setting forth, *inter alia*, the quality or specifications of the Product to be delivered, the price that Buyer agrees to pay Seller for the Product, the volume or quantity of Product to be delivered, and/or the time and place for delivery, PROVIDED, HOWEVER, that the Commercial Terms do not include any general terms or conditions as set forth in any offer made by the Buyer. The Commercial Terms may

be reflected in the form of an order confirmation, a term contract, or other such writing agreed to by the Parties.

D. **“Confidential Information”** means this Contract and all information that is not known to the public respecting the business of Seller or any Seller’s Affiliate relating to research and development, processes, trade secrets, customers, suppliers, finances and business plans and strategies, or that otherwise should reasonably be construed as competitively sensitive information.

E. **“Environmental Laws ”** means all applicable federal, state and local laws including rules of common law, statutes, rules, regulations, codes, ordinances, binding determinations, orders, permits, licenses, injunctions, writs, decrees or rulings of any governmental authority, and other governmental restrictions and requirements relative to or that govern or purport to govern air quality, soil quality, water quality, sub-slab vapor and indoor air quality, wetlands, natural resources, solid waste, hazardous waste, hazardous or toxic substances, pollution or the protection of employee health and safety, public health, human health or the environment, including, but not limited to, the Comprehensive Environmental Response Compensation and Liability Act, the Hazardous Materials Transportation Act, the Clean Water Act, the Resource Conservation and Recovery Act, the Clean Air Act, the Emergency Planning and Community Right-to-Know Act, and the Toxic Substances Control Act, as each of these laws have been amended from time to time, and any analogous or related statutes and regulations, regulations of the U.S. Environmental Protection Agency, and regulations of any state department of natural resources, state environmental protection agency, and air quality management district or consortium now or at any time hereafter in effect.

F. **“Material Adverse Change”** means any event, occurrence, fact, condition or change that is materially adverse to (a) the business, results of operations, condition (financial or otherwise) or assets of the Buyer, (b) the reputation of the Buyer (such as the Buyer’s conviction of, or plea of guilty or nolo contendere to, any felony or misdemeanor or other crime involving moral turpitude, dishonesty or theft), or (c) the ability of Buyer to consummate the transactions contemplated under this Contract.

G. **“Product”** means the goods specified in the Commercial Terms, such as raw materials, finished or semi-finished materials or articles, metals, refractory products, or commodities; and/or work and/or services or a combination thereof to be performed by the Seller for the Buyer pursuant to the Commercial Terms.

II. Price

A. The price for the Product shall be set forth in the Commercial Terms.

B. This sale is based upon current freight rates, wharfage, handling or terminal charges, tariff and customhouse classifications, excise taxes, and government charges. In the

event that the rates for any of these expenses increases after the date of the Contract, and/or after the date of this Contract additional tariffs, taxes or fees are imposed upon the importation or sale of the Product, then any such expenses shall be for the account of the Buyer and shall be added to the price specified in the Commercial Terms.

III. Payment

A. Buyer shall pay all invoiced amounts due to Seller upon receipt of Seller's invoice.

B. Unless government regulations require otherwise, Seller shall have the right to invoice Buyer for the Product based on facsimile or electronic advice or other written communication of delivery details in lieu of original delivery documents. Original delivery documents may be provided to Buyer if requested, but payment shall not be conditional upon Buyer's receipt of such documents. Payment shall be made by Buyer, in U.S. dollars, without discount, offset, or deduction whatsoever. Buyer's failure to make payment in full of the amount noted by Seller shall be considered a material breach of Buyer's obligations under this Contract. Any claims related to this Contract shall not relieve Buyer from paying Seller in full.

C. If Buyer specifies that delivery of the Product shall be to a destination outside the United States, and if in Seller's judgment any conditions of foreign exchange or similar controls endanger receipt of payment of the full purchase price for the Product in U.S. Dollars, then Seller may without liability postpone shipment until Seller receives full payment in U.S. Dollars.

D. In the event of a failure by Buyer to pay in full when due, interest of a minimum 1 percent per month of the unpaid invoice amount shall be added as an additional charge, payable with the principal amount of the invoice.

E. As collateral security for the payment of the purchase price of the Product, Buyer hereby grants to Seller, a lien on and security interest in and to all of the right, title, and interest of Buyer in, to, and under the Product, wherever located, and whether now existing or hereafter arising or acquired from time to time, and whether separate and identifiable or incorporated in or mixed with other goods, as well as all proceeds (including insurance proceeds) of the foregoing. The security interest granted under this provision constitutes a purchase money security interest under the Uniform Commercial Code. Seller may file a financing statement for such security interest and Buyer shall execute any such statements or other documentation necessary to perfect Seller's security interest in such Product.

F. Buyer shall furnish Seller with statements evidencing Buyer's financial condition as Seller may, from time to time, request, and shall notify Seller immediately of any and all events that may have a Material Adverse Change on Buyer's business or financial condition. If Seller determines in its sole discretion that Buyer's financial condition or

creditworthiness is inadequate or unsatisfactory, which shall include but is not limited to any circumstance in which Buyer has failed to pay invoices issued by Seller under any other contract between Buyer and Seller, then Seller may without any liability and without prejudice to any of its other remedies, postpone any shipment or stop any Product in transit until Seller receives payment of all amounts, whether or not then due, which are or shall be owed to it by Buyer with respect to the Product or any other sales contracts between Buyer and Seller. No actions taken by Seller under this Section (nor any failure of Seller to act under this Section) constitute a waiver by Seller of any of its rights to enforce Seller's rights or Buyer's obligations under this Contract including, but not limited to, the obligation of Buyer to make payments as required under this Contract.

G. Buyer shall be liable for any costs or expenses incurred by Seller to recover any amounts due under this Contract that are not timely paid, including but not limited to attorneys' fees, expert witness fees, legal costs, or any asset tracing expenses, regardless of whether or not suit is filed. If suit is filed, Buyer shall also be liable for all court costs and expenses incurred in connection with any legal proceedings. Moreover, should Buyer be in default on this Contract for failure to pay, Seller, or Seller's Affiliates, shall have the right to cancel any other contracts between Seller and/or its Affiliates and Buyer and/or its Affiliates.

IV. Delivery

A. Seller shall deliver the Product in accordance with the Commercial Terms. To the extent not in conflict with any term of this Contract, the Contract incorporates INCOTERMS as in effect on the date of the Commercial Terms.

V. Quality and Limited Warranties

A. The only specifications and quality requirements with respect to the Product are for those Products manufactured by Seller and as set forth in the Commercial Terms. **EXCEPT FOR THE REPRESENTATIONS AND WARRANTIES SET FORTH IN THE COMMERCIAL TERMS AND THIS SECTION V(A) OF THESE GENERAL TERMS & CONDITIONS, SELLER MAKES NO REPRESENTATIONS, GUARANTEE, CONDITIONS OR WARRANTIES OF QUALITY, MERCHANTABILITY OR FITNESS FOR ANY PARTICULAR PURPOSE, AND ANY IMPLIED WARRANTIES OR CONDITIONS WHATSOEVER, WHETHER STATUTORY OR OTHERWISE, ARE EXPRESSLY EXCLUDED.**

VI. Claims

A. Any claim by Buyer regarding Seller's performance under the Contract, including but not limited to any claim relating to the quantity or quality of the Product supplied by Seller, must be notified to Seller, in writing and with supporting documentation,

within thirty (30) days of delivery of the Product, failing which any such claim shall be deemed to be waived and absolutely barred.

B. Buyer agrees it shall not file any lawsuit or otherwise initiate legal proceedings asserting any claim under this Contract unless and until Buyer has made all required payments under this Contract.

C. Seller's exclusive liability, and Buyer's exclusive remedy, with respect to any purported claim relating to the quantity or quality of the Product delivered by Buyer (whether asserted in contract, tort (including negligence and strict liability, or otherwise) shall be, at Seller's discretion, either: (i) replacement of such Product; or (ii) a credit or refund in an amount reflecting the difference between the value of the Product as warranted versus the value of the Product as delivered, measured at the time and place of delivery to Buyer. **THE REMEDIES SET FORTH IN THIS SECTION SHALL BE THE BUYER'S SOLE AND EXCLUSIVE REMEDY AND SELLER'S ENTIRE LIABILITY FOR ANY CLAIM.**

D. IN NO EVENT SHALL SELLER'S AGGREGATE LIABILITY ARISING OUT OF OR RELATED TO THIS CONTRACT, WHETHER ASSERTED IN CONTRACT, TORT (INCLUDING NEGLIGENCE AND STRICT LIABILITY), OR OTHERWISE, EXCEED THE LESSER OF: (i) THE PRICE PAID TO SELLER FOR THE PRODUCT UNDER THIS CONTRACT OR (ii) THE SUM OF \$300,000 U.S. DOLLARS.

E. SELLER'S OBLIGATIONS OR LIABILITY ARISING OUT OF OR RELATED TO THIS CONTRACT, WHETHER ASSERTED IN CONTRACT, TORT (INCLUDING NEGLIGENCE AND STRICT LIABILITY), OR OTHERWISE, SHALL NOT INCLUDE ANY CONSEQUENTIAL OR INCIDENTAL DAMAGES, INCLUDING BUT NOT LIMITED TO ANY LOST PROFITS, THIRD-PARTY COSTS OR EXPENSES INCURRED STORING OR TRANSPORTING THE PRODUCT, INSPECTION, SAMPLING OR TESTING COSTS, OR ANY DAMAGES CAUSED TO ANY PROPERTY OTHER THAN THE PRODUCT, THAT MAY ARISE FROM SELLER'S FAILURE TO PERFORM UNDER THIS CONTRACT, REGARDLESS OF WHETHER ANY SUCH DAMAGES WERE REASONABLY FORESEEABLE TO SELLER AT THE TIME OF THIS CONTRACT.

F. Upon Buyer's assertion of any claim pursuant to this Section VI, the Parties agree to endeavor to resolve the matter within forty-five (45) days of receipt of claim. If Seller responds to Buyer regarding any complaint or claim and Buyer does not acknowledge such response within fifteen (15) days, then the complaint or claim shall be considered abandoned, waived, and released, unless otherwise agreed in writing by Seller. Buyer shall submit all supporting documentation as Seller shall request. Where Buyer and Seller cannot come to agreement on such claim within ninety (90) days from when it was made, either party may invoke the dispute resolution procedures in accordance with the provisions of Section XII

below. However, nothing in this Section VI shall relieve Buyer of its obligation to make payments in full when due without offset or deduction.

VII. Safety and Environmental Protection

A. If, at any time prior to or during delivery, Seller reasonably determines that the circumstances for delivery are unsafe due to conditions such as, but not limited to, unsafe or inadequate working environment, practices or procedures, facilities, tools or equipment, incompatible configurations or bad weather, Seller reserves the right not to commence delivery or to terminate the supply without any prior notice to Buyer and without liability.

B. By purchasing the Product from Seller, Buyer warrants that it is knowledgeable in the handling of all Product purchased from Seller and that it has the sole responsibility for undertaking proper health and safety precautions with regard to handling, transport, dismantling, disposing of, or in any manner using or coming into contact with the Product. Buyer shall adhere to such safety and health procedures while using or handling the Product. Buyer shall also facilitate the dissemination of health and safety information to all employees, users, and others potentially exposed to the Product. Buyer shall be responsible for compliance by its employees, agents or contractors, and other users with all health and safety requirements or recommendations related to the Product and shall exert its best efforts to assure that any of its employees or agents, users, and others avoid frequent or prolonged contact with or exposure to the Product during and subsequent to delivery. Seller accepts no responsibility for any consequence arising from failure by Buyer, its employees, agents, contractors, any users, or any other party to comply with relevant health and safety requirements or recommendations relating to such contact or exposure.

C. Buyer shall comply with all Environmental Laws and assumes all risk with respect to Product compliance with applicable Environmental Laws in any jurisdiction.

VIII. Indemnification

A. Buyer shall indemnify and hold Seller and Seller's Affiliates (collectively, "Indemnitees") harmless from and against any and all losses, damages, liabilities, deficiencies, claims, actions, judgments, settlements, taxes, interest, awards, penalties, fines, costs, or expenses of whatever kind, including attorneys' fees, expert witness fees and expenses incurred in connection with any legal proceedings, arising from or relating to: (i) any negligent or reckless or willful act or omission of Buyer; (ii) any damage to property or for injury or death of any person caused by the Product; (iii) Buyer's non-compliance with any requirement of any governmental entity; (iv) Buyer's breach of any part of this Contract; or (v) any legal proceeding initiated by Buyer against Seller in which Buyer is not the prevailing party. Indemnitees shall have the right, at their sole option, to control the defense, appeal or settlement of any third-party claim that is reasonably likely to give rise to an indemnification claim under this provision. The Buyer shall fully cooperate with the Indemnitees in connection with such defense.

B. Seller is not responsible for any infringement with regard to any intellectual property (including but not limited to any copyrights, patents, trademarks, or other licenses) utilized by Buyer. Buyer shall indemnify and hold Indemnitees harmless from and against any and all losses, damages, liabilities, deficiencies, claims, actions, judgments, settlements, taxes, interest, awards, penalties, fines, costs, or expenses of whatever kind, including attorneys' fees, expert witness fees and expenses incurred in connection with any legal proceedings, regarding Seller's use of any patents or trademarks. Indemnitees shall have the right, at their sole option, to control the defense, appeal or settlement of any third-party claim that is reasonably likely to give rise to an indemnification claim under this provision. The Buyer shall fully cooperate with the Indemnitees in connection with such defense.

IX. Force Majeure

A. Seller shall not be in breach of its obligations, or be responsible for any loss, damage, delay or failure, in the event that performance is prevented or delayed as a result of any event that is not reasonably within the control of Seller, including, but not necessarily limited to, the following: (i) a labor disturbance, strike, stoppage, or lock-out, whether involving the employees of Buyer, Seller, Seller's supplier(s), or otherwise, and regardless of whether the disturbance, strike, stoppage or lock-out could be settled by acceding to the demands of the labor groups or laborers involved; (ii) the failure of Seller's suppliers to deliver raw materials or other materials necessary for Seller's subsequent delivery to Buyer; (iii) compliance with a change, request, direction, order, regulation or law of any government authority or agent (including, for instance, government mandates for physical distancing in order to address the potential spread of disease, governmental sanctions, or other government activity restricting or prohibiting the conduct of business); (iv) shortage in raw material or manufacturing of the Product; (v) war, civil war, insurrection, commotion or disturbance, acts of terrorism or piracy, tumult, riot, epidemic, pandemic (including for the avoidance of doubt impacts of the novel coronavirus (COVID-19) outbreak, any mutations or strains of this virus, and any related outbreaks), quarantine, arrest, restraint of princes, rulers or people (whether officially declared or not); (vi) the effect of adverse weather (including but not limited to hurricanes, typhoons, gales, storms, snow, sleet, hail, lightening, wind, waves, flooding and landslides); or (vi) mechanical breakdown, breakdown or damage to facilities, plant, equipment, machinery, or storage facilities.

B. In the event that performance is prevented or delayed due to a force majeure event as set forth in this Section IX, the Seller may cease or reduce deliveries in any manner as it may determine in its sole discretion. Nothing in this provision shall be deemed to excuse Buyer from its obligation to make payments for all Product delivered.

X. Compliance with Laws

A. Buyer shall comply with all applicable laws, regulations, and ordinances including those related to anti-bribery or anti-money laundering. Buyer shall maintain in

effect all the licenses, permissions, authorizations, consents, and permits that it needs to carry out its obligations under this Contract. Buyer shall comply with all tariff, duty, export and import laws of all countries involved in the sale of the Product under this Contract or any resale of the Products by Buyer. Buyer assumes all responsibility for shipments of Products requiring any government import clearance. Seller may terminate this Contract if any governmental authority imposes antidumping or countervailing duties or any other trade remedies, penalties or restrictions on importation of the Product.

B. Without limiting the generality of Section X(A), Buyer shall, and shall cause its Affiliates to, comply with the Foreign Corrupt Practices Act of 1977, as amended (“FCPA”), including maintaining and complying with all policies and procedures to ensure compliance with the FCPA.

C. Except as otherwise expressly provided herein, no director, employee or agent of Buyer, its subcontractors or vendors, shall give or receive from any director, employee or agent of Seller or any of its Affiliates, any commission, fee, rebate, gift or entertainment of significant cost or value in connection with this Contract. In addition, no director, employee, or agent of Buyer, its subcontractors or vendors shall enter into any business arrangement with any director, employee, or agent of Seller or its Affiliates without prior written notification thereof.

D. Any representative(s) authorized by Seller may audit the Buyer’s records of the last three years for the sole purpose of determining whether there has been compliance with Section X(A).

E. Without limiting the generality of Section X(A), Buyer shall, and shall cause its Affiliates to, comply with international trade sanctions regulations, including those of the United States, United Kingdom and European Union.

F. Seller abides by international trade sanctions regulations, including those of the United States, United Kingdom and European Union and expressly reserves the right at any time, without liability, to terminate the Contract and/or not deliver to a Buyer subject to U.S. or international trade sanctions.

XI. Governing Law

A. This Contract, as well as any matter arising therefrom or connected therewith (including, for instance, any duties or obligations associated with the performance of the Contract) shall be governed by and construed in accordance with the laws of the State of New York, excluding its conflict of law rules which may result in the application of the law of another jurisdiction.

XII. Dispute Resolution

A. Except as otherwise provided herein, each of the Parties hereby irrevocably submit to the exclusive jurisdiction of the United States District Court for the Southern District of New York or, if such court does not have jurisdiction or shall not accept jurisdiction, to any court of general jurisdiction in and for the County of New York in the State of New York, for the resolution and determination of any dispute between the Parties relating to the construction, meaning or effect of this Contract, or the rights and liabilities of the Parties hereunder, or any matter arising therefrom or connected therewith. Each Party hereby irrevocably waives any objection to such suit based upon forum non conveniens and venue.

B. EACH OF THE PARTIES HERETO WAIVES TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW ANY RIGHT IT MAY HAVE TO TRIAL BY JURY IN RESPECT OF ANY CLAIM, DEMAND, ACTION OR CAUSE OF ACTION BASED ON, OR ARISING OUT OF, UNDER OR IN CONNECTION WITH THIS CONTRACT, OR ANY COURSE OF CONDUCT, COURSE OF DEALING, VERBAL OR WRITTEN STATEMENT OR ACTION OF ANY PARTY HERETO, IN EACH CASE WHETHER NOW EXISTING OR HEREAFTER ARISING, AND WHETHER IN CONTRACT, TORT, EQUITY OR OTHERWISE. THE PARTIES HERETO EACH HEREBY AGREES THAT ANY SUCH CLAIM, DEMAND, ACTION OR CAUSE OF ACTION SHALL BE DECIDED BY COURT TRIAL WITHOUT A JURY AND THAT THE PARTIES HERETO MAY FILE AN ORIGINAL COUNTERPART OF A COPY OF THIS CONTRACT WITH ANY COURT AS EVIDENCE OF THE CONSENT OF THE PARTIES HERETO TO THE WAIVER OF THEIR RIGHT TO TRIAL BY JURY.

C. Nothing contained in Section XII(A) of these General Terms & Conditions shall prohibit or otherwise prevent Seller from seeking to enforce any judgment obtained pursuant to Section XII(A) in any jurisdiction in which Buyer, its Affiliates, or Buyer's assets may be located.

D. Each of the Parties hereby irrevocably waives actual personal service of process in connection with any action initiated in any court to whose jurisdiction the Parties have by contract submitted and agreed to accept. In lieu of personal service, written notice of such action given by hand delivery or by certified or registered pre-paid mail (provided that notice shall also be given by telex, facsimile, or email no later than the second day following the mailing) to its address as set out in the Commercial Terms, or to its principal place of business and addressed to the Party in question, provided that either Party may cause service of process to be effected in any other lawful manner rather than by use of the above-described procedure.

XIII. Miscellaneous

A. **The Vienna Convention:** The United Nations Convention on Contracts for the International Sale of Goods, as originally set forth in 1974 and amended in 1980, shall not apply to this Contract.

B. **Assignments:** Buyer may not assign its rights or obligations hereunder without the prior written consent of Seller, and barring the prior written consent of Seller, any such assignment is null and void. Seller may assign any of its rights or delegate any of its obligations to any person, entity or Affiliate.

C. **Savings:** Notwithstanding anything to the contrary herein, nothing contained in the Contract is intended, and nothing herein should be interpreted or construed, to induce or require either Party to act in any manner (including failing to take any actions in connection with a transaction) which is inconsistent with, penalized or prohibited under any laws of the United States which relate to foreign trade controls, export controls, embargoes or international boycotts of any type.

D. **Amendment and Non-Waiver:** Modifications or amendments to this Contract shall be valid only when expressly agreed upon in a writing signed by both Parties. The failure to require the performance of any covenant or obligation contained herein shall not be deemed to constitute a waiver of any right absent a writing signed by both Parties.

E. **Confidential Information:** Buyer undertakes to treat the Seller's Confidential Information as strictly confidential, and to undertake to keep confidential, and not communicate or disclose or otherwise make Confidential Information available to any third parties including but not limited to other traders, brokers, or price reporting indices.

F. **Records:** Buyer shall retain all records related to this Contract for a minimum of twenty-four (24) months from the end of the calendar year in which this Contract is completed or terminated. Seller, or its representative, may inspect such records at all reasonable times to confirm compliance with the terms of this Contract.

G. **Entire Agreement:** This Contract constitutes the sole and entire agreement of the Parties to this Contract with respect to the subject matter contained herein, and supersedes all prior and contemporaneous understandings, agreements, representations, and warranties, both written and oral, with respect to such subject matter. Buyer represents and warrants that it is not relying on any representation, warranty, or other promise relating to the subject matter of this Contract.

XIV. Termination

A. In addition to any remedies that may be provided under this Contract, Seller may terminate this Contract with immediate effect upon written notice to Buyer, if Buyer: (i)

fails to pay any amount when due under this Contract; (ii) has not otherwise performed or complied with any of the Commercial Terms, in whole or in part; (iii) breaches or does not perform with respect to any other agreement between Seller and Buyer or any other agreement between Seller and Buyer's Affiliates; (iv) suffers a Material Adverse Change, (v) is generally unable to pay its debts as they become due, such as defaulting on any loan; or (vi) becomes insolvent, files a petition for bankruptcy or commences or has commenced against it proceedings relating to bankruptcy, receivership, reorganization, or assignment for the benefit of creditors.

B. If Seller terminates this Contract for any reason, such termination operates as a cancellation of any deliveries of Product to Buyer that are scheduled to be made subsequent to the effective date of termination, whether or not any orders for such Product had been accepted by Seller.