

TERMS AND CONDITIONS

1. **ACCEPTANCE.** The terms and conditions set forth herein, together with any purchase orders or order confirmations issued by Seller, contain the sole, entire and exclusive agreement between the Seller and the Buyer in this transaction superseding all prior discussions, proposals, negotiations, representations and agreements. These terms expressly govern all Seller quotations, order acknowledgements, purchase orders (including any subsequent orders), invoices, sales, and any other documents or communications relating to the parties' relationship or the transactions hereunder. Any additional or conflicting terms, whether or not material, shall not, in any manner, by implication, by waiver, otherwise, govern the relationship between Seller and Buyer. For the avoidance of doubt, the terms of this agreement prevail over any of Buyer's general terms or conditions, regardless of when or how Buyer presents them, and (i) Buyer's acceptance is expressly limited to this agreement and (ii) Seller's acceptance of Buyer's order is expressly conditioned on Buyer's assent to these terms and conditions. Buyer's performance under this agreement, including taking possession or using any material or goods, constitutes acceptance of its terms. Seller's acknowledgment, acceptance, or performance of any related document shall not be deemed acceptance of any of Buyer's terms and conditions and shall not modify or amend this agreement. By submitting a purchase order to Seller, Buyer agrees the terms and conditions set forth above are automatically incorporated by reference into, and become a material part of, the Buyer's purchase order. Specification changes are subject to acceptance by Seller, to price revisions and to any adjustments necessary to cover material procured and processed and labor expended prior to receipt by Seller of revised specifications. These terms and conditions are subject to Seller's ability to obtain necessary materials, seller's current schedules, government priorities and other governmental regulations, orders, directives and restriction that may be in effect from time to time.
2. **PRICES. PRICES ARE SUBJECT TO CHANGE WITHOUT NOTICE.** Unless specifically set forth on the face hereof, prices will be those in effect on date of shipment. Verbal quotations are subject to daily changes and non-binding, and expire the same day they are made. Written quotations automatically expire in ten days, unless the terms of the quotation specifically provide otherwise, and are subject to termination by written notice at any time prior to their expiration. Seller may change prices for future deliveries at any time upon notice to Buyer. Buyer shall have five (5) days from the date of such notice to cancel any undelivered portion of an order affected by the price change; otherwise, the revised prices shall apply to all remaining deliveries.
3. **TERMS OF PAYMENT.** Net amounts of Seller's invoice are due within ten (10) days for precious metals of date of invoice, thirty (30) days for non-precious metals of date of invoice, or at such other time indicated on each sales invoice. Payments, credits, or purchases made after the date of the end of the billing cycle will appear on the next statement. Balances not paid within thirty (30) days of due date will incur an interest charge of the lesser of (i) 1.5% per month or (ii) the highest rate allowed under applicable law applied to the previous balance which is overdue after deducting current payments and/or credits received during the billing cycle. If Buyer defaults on payment, Buyer will be required to pay all costs of collection including but not limited to interest charges and attorney's fees.
4. **TAXES AND OTHER CHARGES.** The amount of any present or future manufacturing, sales, revenue, excise customs, or other duties or taxes, or any other charges imposed on or measured by any transaction between Buyer and Seller shall be added to the prices quoted or invoiced and shall be paid by Buyer whether or not stated on the face hereof, or in lieu thereof Buyer shall provide Seller with a tax exemption certificate acceptable to the authorities imposing the same.
5. **ADVANCE PAYMENT REPOSSESSION.** If, in Seller's good faith determination, the financial condition or actions of Buyer at any time indicate that payment for goods ordered may not be received, Seller may discontinue production and shipment and require full or partial payment in advance. Further, in such circumstances Seller shall have the right at Buyer's expense to recall goods in transit, retake and repossess all goods which may be stored with Seller for Buyer's account, without the necessity of taking any other proceedings or after such proceedings as may be required by law. Buyer acknowledges that all merchandise so recalled, retaken, or repossessed shall be the property of Seller in the event of Buyer's default. Buyer shall pay all arising out of failure to pay and costs of collection including without limitation attorneys' fees and interest charges.
6. **SHIPMENT.** Except as otherwise expressly stated on Seller's sales invoice, all shipments are F.O.B. Seller's facility, and risk of loss or damage to the goods shall pass to Buyer upon Seller's delivery of the goods to the carrier. All Buyer's shipments and goods shall be insured by Buyer (at Buyer's expense and made at Buyer's risk) for fire, theft, or other casualty while said goods are in the possession of Seller. Seller assumes no responsibility for loss of or damage to Buyer's goods while in Seller's possession resulting from any defect in said goods. Method and route of shipment will be at the discretion of Seller unless otherwise agreed to between the parties. Seller reserves the right to make delivery in installments and all such installments when separately invoiced shall be paid for when due per invoice without regard to the dates of subsequent deliveries. All goods accepted shall be paid for regardless of any claim relating to other delivered or undelivered goods.
7. **DELAYS.** Seller shall attempt to meet any shipment or delivery date specified, but in no event shall Seller be responsible or liable for failure to ship or deliver by such date. SELLER SHALL NOT BE LIABLE TO BUYER OR ANY THIRD PARTY FOR INDIRECT OR CONSEQUENTIAL DAMAGES DUE TO DELAYS IN THE SHIPMENT OR DELIVERY OF GOODS. Shipments made within a reasonable time after a specific date of delivery shall constitute a good and timely delivery. Seller shall not be responsible for any failure or delay in the performance of its obligations to the extent that the failure is caused by force majeure including, without limitation, acts of God, pandemics, flood, fire, labor disputes, riots or civil commotions, litigation, war, terrorism, or any other act of any foreign nation, power of government, or governmental agency or authority, or acts or omissions of Buyer or non-delivery or delays in delivery by any other supplier of goods or services.
8. **ACCEPTANCE OF GOODS.** Buyer shall examine all goods immediately upon receipt. All goods shall be conclusively presumed accepted by Buyer as conforming unless Seller receives written notice of any visible damage, count discrepancies, or shipping-related issues within ten (10) days after Buyer's receipt of the goods. Failure to provide timely written notice shall constitute full acceptance and waiver of such claims.
9. **SELLER'S LIMITED WARRANTY. EXCEPT AS STATED BELOW SELLER MAKES NO WARRANTIES-EXPRESS OR IMPLIED – OF MERCHANTABILITY, FREEDOM FROM DEFECTS IN MATERIAL OR WORKMANSHIP, FITNESS FOR ANY PARTICULAR PURPOSE OR OTHERWISE.** Seller's goods, like all cast metal, may include naturally occurring irregularities, including but not limited to tarnishing, porosity, slivers, inclusions or laminations/delaminations. Seller specifically disclaims any warranty, express or implied, that the goods are free of these irregularities. Buyer further acknowledges that normal and customary processing loss, scrap, sorting loss, handling loss, and yield loss may occur in connection with metal finishing or related operations. Unless expressly agreed otherwise in a written instrument executed by Seller, Seller shall have no liability for any such normal or commercially reasonable processing loss. Seller warrants only that goods delivered to Buyer shall meet Seller's electroplating and packaging standard specifications or standard of operation and will be free from plating defects for a period of thirty (30) days from the date of delivery to Buyer. No oral statements, descriptions, or other informal communications by Seller or its representatives shall constitute or create any warranty, representation, or obligation of any kind unless expressly agreed to in writing by an authorized officer of Seller and shall not be relied upon by the Buyer and are not part of the contract for sale. The entire agreement between the parties is embodied in this writing and NO OTHER WARRANTIES are given beyond those set forth in these terms and conditions

of sale. It is the duty and obligation of the Buyer to inspect and/or test the goods and any parts manufactured from the goods to ensure that they are suitable for the Buyer's intended purpose. Whenever Seller provides analysis, technical assistance, recommendations, process guidance, or information to assist Buyer in the application of Seller's products SUCH ANALYSIS OR INFORMATION SHALL NOT CONSTITUTE A WARRANTY OF ANY KIND WITH RESPECT TO THAT APPLICATION or shift responsibility for application suitability to Seller and is offered solely for Buyer's convenience. It is Buyer's responsibility to provide the latest specification revision level at the time of request for quotation. Where Buyer specifies or requires any process, sequence, method, chemistry, masking, bake, handling, packaging, inspection criteria, or specification revision to be utilized, Seller shall bear no responsibility or liability whatsoever for the adequacy, accuracy, suitability, or performance of such Buyer-specified requirements, or for the results obtained therefrom.

10. **NOTICE OF CLAIMS AND BUYER'S REMEDIES.** Buyer shall provide written notice to Seller of any visible damage, count discrepancies, or shipping-related issues within ten (10) days after Buyer's receipt of goods, and of any plating or workmanship claims within thirty (30) days of the date of shipment. Any claim made after the applicable period shall be barred and deemed waived. Each claim must include complete supporting documentation and details. Buyer shall not scrap, sort, rework, alter, return, or otherwise dispose of any allegedly nonconforming goods without first affording Seller a reasonable opportunity to inspect such goods at Buyer's premises or other agreed-upon location. Failure to comply with this requirement shall constitute a waiver of the claim in its entirety. The foregoing time periods correspond, respectively, to Buyer's inspection obligations upon receipt ten (10) days and to Seller's thirty (30)-day warranty period for workmanship or plating defects. If Seller determines that any goods fail to meet the stated specifications or standard of operation it shall, at its option, (i) repair such goods, (ii) replace such goods, or (iii) issue a credit or refund for the invoiced plating value of such goods, less depreciation for the period such goods were in use. Buyer shall have no right to revoke acceptance, cover, offset, back-charge, or recover or withhold any amounts from Seller without Seller's prior written consent. Correction of non-conformities shall constitute fulfillment of all liabilities of the Seller to Buyer with respect to, or arising out of the goods, whether based on contract, negligence, strict tort or otherwise. **THE REMEDIES PROVIDED HEREIN SHALL BE THE EXCLUSIVE REMEDIES AVAILABLE TO BUYER, THE SOLE PURPOSE OF THE stipulated exclusive remedy shall be to provide the Buyer free repair or replacement of the goods or credit for the invoiced plating value of the goods minus depreciation in the manner provided herein. This EXCLUSIVE REMEDY shall not be deemed to have failed of its essential purpose so long as the SELLER is willing and able to repair or replace defective parts in the prescribed manner or to make credit available to Seller in the prescribed manner.**

11. **LIMITATION OF LIABILITY. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, SELLER SHALL NOT UNDER ANY CIRCUMSTANCES BE LIABLE TO BUYER OR ANY THIRD PARTY FOR ANY SPECIAL, INCIDENTAL, INDIRECT, EXEMPLARY, PUNITIVE, OR CONSEQUENTIAL DAMAGES OF ANY KIND, INCLUDING, WITHOUT LIMITATION, DAMAGE TO OR LOSS OF OTHER PROPERTY OR EQUIPMENT, LOSS OF PROFITS, LOSS OF REVENUE, LOSS OF USE, LOSS OF PRODUCTION, LOSS OF BUSINESS OPPORTUNITY, COST OF CAPITAL, COST OF COVER, COST OF PURCHASED OR REPLACEMENT GOODS, RECALL COSTS, REWORK COSTS, FIELD SERVICE COSTS, DOWNTIME, OR CLAIMS OF BUYER'S CUSTOMERS OR OTHER THIRD PARTIES, WHETHER OR NOT FORESEEABLE AND WHETHER OR NOT SELLER HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.** The remedies of the Buyer set forth herein are exclusive. Seller's total liability arising out of or in connection with this contract—whether based on contract, warranty, tort (including negligence or strict liability), or any other legal theory—shall not, except as expressly set forth herein, exceed the invoiced price of the specific goods giving rise to the claim or three (3) times the processing or fabrication charge applicable to such goods, whichever is less. Seller's liability is further limited solely to the plating invoice unit value applicable to the damaged or defective material, as determined by Seller upon inspection. For goods found by Seller to have been defectively plated, Seller's obligation shall not exceed the amount of plating charges only, expressly excluding any value attributable to the underlying component, substrate, or any precious metals. Seller shall have no responsibility or liability for replating, replacement, or other related costs where goods have been subjected to Buyer or any third party's misuse, negligence, improper storage, accident, or alteration affecting plating performance or reliability.

12. **RETURN OF GOODS.** Prior to returning any goods Buyer shall submit to Seller a written request for authorization and a statement of its claim including full particulars in support thereof. All costs of returning goods must be prepaid by Buyer. Seller may refuse returned goods shipped and reserves the right to charge back and set off transportation costs. Returned goods, found by the Seller to meet its warranty requirements, may be subject to reasonable service charges for examination, testing, and re-stocking. All transportation costs for the reshipment of returned goods (whether or not repaired) to Buyer and for the shipment of replacement goods, if any, shall be the responsibility of Buyer. Risk of loss for all goods returned to Seller shall at all times be upon Buyer and if any replacement goods are shipped to Buyer, risk of loss for such goods shall be upon Buyer during shipment. **UNDER NO CIRCUMSTANCES MAY GOODS BE RETURNED TO SELLER WITHOUT SELLER'S PRIOR WRITTEN CONSENT OR ACCEPTANCE.**

13. **INDEMNIFICATION; BUYER'S OBLIGATION TO NOTIFY THIRD PARTIES.** Buyer is solely responsible for providing to its customers, downstream purchasers, and end users all required product safety information, warnings, instructions, specifications, and other notices regarding merchandise containing or incorporating Seller's goods, as well as communicating the disclaimers of warranties and limitations of remedies and liability set forth in these terms and conditions. Buyer shall indemnify, defend, and hold harmless Seller and its affiliates, and their respective directors, officers, employees, agents, successors, and assigns from and against all claims, demands, actions, liabilities, losses, damages, judgments, settlements, penalties, fines, costs, and expenses (including reasonable attorneys' and experts' fees) directly or indirectly arising out of or relating to (a) Buyer's or any third party's sale, resale, handling, processing, incorporation, distribution, marketing, installation, or use of the goods, (b) Buyer's failure to provide any required notice, warning, instruction, or other information, (c) any representation or warranty made by Buyer or others that exceeds or differs from Seller's published specifications or written warranties, (d) Buyer's breach of this agreement or applicable law, or (e) any process, sequence, method, chemistry, masking, bake, handling, packaging, inspection criteria, specification revision, or other requirement specified or mandated by Buyer, including without limitation any alleged defect, nonconformance, or performance issue arising therefrom. Buyer irrevocably releases, and covenants not to sue, Seller and such related parties with respect to any third-party claim to the extent arising from the foregoing, and Buyer agrees that, as between Buyer and Seller, Buyer's sole recourse in connection therewith shall be against such third party and not against Seller.

14. **BUYER'S WARRANTIES.** Buyer warrants that the purchase or shipment of the goods to Buyer's facility will not violate any federal or state law, regulation, rule, order or restriction of any governmental authority; and Seller will furnish goods only in reliance upon such representation. Buyer is solely responsible for: (i) determining suitability of goods for Buyer's and its customers' applications, (ii) providing or approving all packaging materials, dunnage, separators, trays, racks, and shipping containers necessary to protect the goods from damage, contact marking, corrosion, oxidation, or other cosmetic or physical degradation, and ensuring that such packaging is suitable for the intended handling, storage, and transportation conditions, (iii) compliance with all laws, regulations, and industry standards governing Buyer's products and uses, and (iv) obtaining any necessary approvals or certifications.

15. **OWNERSHIP.** Unless otherwise expressly agreed in a written instrument executed by Seller, all racks, fixtures, masking devices, process tooling, jigs, dies, equipment, process development work, technical data, and related know-how, designs, inventions, trade secrets, and other intellectual property developed, created, or utilized by Seller in connection with the manufacture, processing, or finishing of goods shall remain the sole and exclusive property of Seller. Buyer

acknowledges that payment of any charges relating to or allocated for such items confers no ownership interest, license, or other rights therein. All such items shall be retained, controlled, and used solely at Seller's discretion, and Seller reserves the right to modify, replace, or dispose of them at any time. No transfer or assignment of ownership or intellectual property rights shall occur except as expressly provided in a separate written agreement executed by Seller.

16. **CANCELLATION, SUSPENSION, OR MODIFICATION BY BUYER.** These terms and conditions can be cancelled, suspended or modified only with the Seller's written consent and upon terms that will indemnify Seller against loss arising from such cancellation, suspension or modification. All provisions that by their nature should survive termination or expiration of this agreement shall so survive, including, without limitation, any provisions relating to limitation of liability, disclaimer of warranties, indemnification, payment obligations, and governing law.

17. **CUMULATIVE RIGHTS AND REMEDIES OF SELLER.** All rights of and remedies available to Seller hereunder shall be cumulative and in addition to all rights and remedies available to Seller under all applicable law. Any waiver, modification or amendment of these terms and conditions shall only be effective as against Seller if such waiver, modification or amendment is contained in a written instrument duly executed by or on behalf of Seller. The failure by Seller to enforce or exercise any right shall in no way be construed to be a waiver of such right to insist upon strict compliance of Buyer's obligations.

18. **APPLICABLE LAW.** This instrument and performance hereunder shall be governed by the laws of Indiana and this instrument shall be considered a contract made in that state. Buyer consents and agrees that any litigation shall be filed in the state or federal courts located in Marion County, Indiana and submits to venue and jurisdiction in such courts.

19. **SEVERABILITY.** If any provision or clause of these terms and conditions of sale or any application thereof to any person or circumstances is held invalid or unconscionable such invalidity or unconscionability shall not affect other provisions or application of the terms and conditions of sale which can be given effect without the invalid or unconscionable provision or applications and to this end the provisions of this agreement are declared to be severable.