Precision Advanced Machining LLC
TERMS AND CONDITIONS OF SALE

These Terms and Conditions ("Terms") constitute the final, complete, and exclusive agreement between Precision Advanced Machining, LLC ("Precision") and the Buyer. No modifications, amendments, or additional terms shall be effective unless expressly agreed to in writing by an authorized representative of Precision. Any additional or different terms proposed by Buyer, whether in a purchase order, acknowledgment, or other document, are hereby rejected and shall not apply unless explicitly accepted in writing by Precision. All Quotations issued by Precision and Purchase Orders accepted by Precision shall be governed and controlled by these Terms.

1. **Buyer Acknowledgement**:
   Precision retains all right and discretion to adjust the price and delivery time in the quotation attached to these Terms (the "Quotation"). Any changes or adjustments to this Quotation must be agreed upon in writing by Precision. Any purchase order placed by Buyer in response to this Quotation (the "Purchase Order") shall be subject to the Quotation and these Terms. No modifications, terms, agreements, acknowledgement, or any other additions in Buyer's Purchase Order shall govern. The Quotation and these Terms shall become the entire understanding of the parties with respect to any Purchase Order and may only be in mutually agreed upon writing between the parties. If Buyer issues a Purchase Order following this Quotation, Precision has five (5) business days to accept such Purchase Order in writing. If Precision has not agreed to accept the Purchase Order within five (5) business days from receipt of the Purchase Order and has not commenced any work under the Purchase Order, then the Purchase Order shall be deemed rejected.

2. **Ownership**:
   Precision retains a lien on all goods delivered to Buyer until the full purchase price and any associated costs, fees, or interest are paid in full. Buyer grants Precision a security interest in all products delivered by Precision and authorizes Precision to file a UCC-1 financing statement or any other document necessary to perfect such security interest. Buyer agrees to cooperate fully in executing any additional documents required to perfect Precision's security interest.

3. **No warranties are given**:
   The goods sold to Buyer will be as described and to the extent specified and supported by Precision including any warranty if there is performance information furnished in the description and specification for the goods. Buyer acknowledges that PRECISION does not warrant that the goods are fit for any particular purpose except for specifications. THERE ARE NO WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE AND NO WARRANTIES WHICH EXTEND BEYOND THE DESCRIPTION ON THE FACE HEREOF. Precision will not be liable for any resulting damage by use of the goods except as otherwise stated.

4. **Raw Materials:**

   This contract is contingent upon the availability of raw materials required for the manufacture of the goods. Precision shall not be deemed in breach of this agreement for delay in manufacture or delivery where such raw materials are unavailable or delayed. In such case, Precision may, in its sole discretion, cancel this agreement, cancel any Purchase Order, or deliver to Buyer its prorated share of its production not affected by the delay or unavailability. In the event a Purchase Order requires

Precision to perform work on raw or semi-finished materials supplied by Buyer but not purchased by Precision from Buyer, Buyer shall supply an adequate excess to allow for machining losses. If Precision scraps any such materials, it shall not be liable to Buyer for such scrapped materials. Buyer warrants that any raw or semi-finished materials shall be suitable for the operations intended to be performed by Precision free of defects in workmanship and material. If found defective during processing, Buyer shall promptly deliver suitable replacements at no charge to Precision. Buyer shall pay Precision for all worked performed to the time when the defect was discovered.

5. **Force Majeure**:
   PRECISION will not be liable for delay or default in performing herein if caused by conditions beyond its control including, but not limited to: acts of God, strikes, lockouts, fires, floods, accidents, pandemics, epidemics, labor strikes, wars, embargoes, material shortages, delay or default of suppliers.

6. **Cancellation/Changes**:
   Purchase Orders accepted by Precision are non-cancellable once accepted by Precision. Buyer shall be liable for the full Purchase Order amount, plus any costs, expenses, and reasonable attorney's fees incurred by Precision in connection with the cancellation or collection of amounts owed. Buyer shall indemnify for Precision for any losses, costs, damages, or expenses incurred by Precision arising from or relating to a cancellation of a Purchase Order, including but not limited to costs associated with obtaining raw materials, tooling, labor, handling, or associated duties, tariffs, or taxes. No changes to a purchase order shall be effective unless agreed to in writing by an authorized representative of Precision. Payment shall be due within thirty (30) days from such cancellation and untimely payments shall accrue interest at the rate of 1.0% per month, or the maximum rate permitted by law.

7. **Proprietary Interests and Advice Note**:
   All quotations, specifications, designs, and other information provided by Precision to Buyer are confidential and proprietary. Buyer shall not disclose such information to any third party, except to its employees, representatives, or management who have a need to know for the purpose of evaluating or fulfilling the purchase order. Buyer shall ensure that such recipients are bound by confidentiality obligations no less stringent than those herein. The Quotation and its information therein is deemed a trade secret. Buyer agrees to maintain the confidentiality of such information unless receiving written approval from Precision, or such information is no longer deemed a trade secret.

8. **Incidental Charges**:
   Any special packaging requirements, nonstandard shipping, etc. beyond the provision of Precision order requirements as reasonably provided for shall be subject to additional charges by Precision. Prices quoted by Precision do not include sales, use, excise, or other taxes, nor do they include tariffs or duties. Buyer is responsible for all applicable taxes, tariffs, and duties imposed on the goods, unless otherwise agreed in writing by Precision.

9. **Short Account Buyer**:
   All Purchase Orders from Buyers with limited or no established credit ("Short Account Buyers"), to be determined in Precision's sole discretion, require a deposit in an amount specified by Precision Advanced Machining, LLC ("Precision") in writing at the time of order acceptance. The remaining balance is due within thirty (30) days from the date of invoice, issued upon delivery of goods to Buyer. Overdue balances shall accrue interest at a rate of 1.0% per month (or the maximum rate permitted

by law, if lower). Buyer shall be responsible for all costs and expenses, including reasonable attorney's fees, incurred by Precision in collecting overdue amounts.

10. **Delivery**:
    Buyer shall, within 30 days after delivery of shipment, notify Precision of any shortages or damages. If Buyer fails to give such notice, the goods shall be deemed accepted. Buyer shall be responsible for the coordination and payment of all deliveries.

11. **Customer Acknowledgement**:
    Buyer agrees that Precision shall not be responsible for goods further processed by Buyer. PRECISION shall not be liable for any damages or claims in connection with such further processing.

12. **Prices and Payment**:
    Prices outlined in Quotations are subject to change at the sole discretion of Precision. Prices quoted are subject to adjustment for materials and labor costs at the time of shipment unless otherwise specified in writing by Precision. Invoices are due within thirty (30) days from the date of invoice. Unpaid balances shall accrue interest at a rate of 1.5% per month (or the maximum rate permitted by law, if lower) until paid in full. Buyer shall be liable for all costs and expenses, including reasonable attorney's fees, incurred by Precision in collecting overdue amounts.

13. **Risk of Loss**:
    Risk of loss or damage from any cause shall pass to Buyer upon delivery to carrier. Risk of loss or damage to the goods shall pass to Buyer upon delivery, which is FOB Precision's facility (Incoterms 2020). Buyer assumes all risk of loss or damage during transit to and from Precision's facility.

14. **Defects**:

    Buyer shall, within thirty (30) days after delivery of goods subject of these Terms or a Purchase Order, notify Precision in writing of any claimed defect in or failure of the goods to conform to the technical specifications subject of this contract. Buyer shall not, without the prior written consent of Precision, return the goods to Precision. If following such notice, the parties mutually agree that there exists such a defect or failure to conform solely due to the fault of Precision then at the option of Precision: (1) the defective goods shall be returned, at Precision's expense, to Precision properly packaged and safe-guarded against normal transit hazards as Precision may require for repair or replacement by Precision, at its sole option, and thereafter returned to Buyer at Precision expense; or (2) the parties shall negotiate an agreed amount to be deducted from the purchase price of such goods for the repair of the goods by Buyer or other Precision liability, which shall be limited to the quoted process post and total cost of the Purchase Order. Buyer's failure to so notify Precision in writing of any such claimed defect or failure to conform within the above thirty (30) day time period shall constitute Buyer's complete waiver of any such claim with respect to defects of nonconformance and Buyer's release and covenant not to sue Precision with respect to such claim.

15. **Default by Buyer**:
    If Buyer fails to make timely payment on any Purchase Order or refuses any delivery, Precision reserves the right to cancel any pending or completed Purchase Orders for the Buyer and Buyer shall indemnify Precision for all losses, damages, and expenses.

16. **Indemnification:**

Buyer agrees to defend at its own expense, indemnify and hold harmless Precision from all claims, damages, expenses, losses, costs, and attorney's fees arising from or related to Buyer's negligence under these Terms or any Purchase Order, Buyer's misuse of the products or goods, or patent infringement of trade secret misappropriation arising from or related to Buyer's specifications, designs, or instructions provided to Precision.

17. **Limitation of Liability:**

    To the maximum extent permitted by law, the liability of Precision Advanced Machining, LLC ("Precision"), its affiliates, parent entities, officers, directors, employees, or agents, for any claim arising out of or related to this agreement, the Purchase Order, or the goods provided, whether in contract, tort, or otherwise, shall be limited to the total amount paid by Buyer to Precision under the specific Purchase Order giving rise to the claim. In no event shall Precision be liable for any consequential, incidental, indirect, special, punitive, or exemplary damages, including but not limited to loss of profits, revenue, or business opportunities, even if advised of the possibility of such damages.

18. **Severability; Waiver:**

    If any provision of these Terms is found to be invalid or unenforceable, the remaining provisions shall remain in full force and effect. No waiver by Precision of any breach or default by Buyer shall constitute a waiver of any subsequent breach or default.

19. **Governing Law**:
    These terms, the Quotation, and any Purchase Order shall be governed by and construed under the laws of the State of Delaware.