

## 110 Metalworks – Terms and Conditions of Sale

- 1. OFFERS; ENTIRE AGREEMENT.** These Terms and Conditions of Sale shall apply to all offers made by 110 Metalworks ("Seller"), in any medium, for Seller's offered products or services ("Products"). Any purchase order or similar instrument placed by a Buyer that is accepted by Seller ("Order") is expressly conditioned upon Buyer's acceptance of these Terms and Conditions to the exclusion of any other terms, including Buyer's standard terms and conditions or any terms stated on an Order. Any additional or different terms proposed by Buyer are hereby rejected and shall be of no force or effect unless expressly agreed to in writing by an authorized representative of Seller.

Buyer's unconditional acceptance of these Terms and Conditions shall be inferred by Buyer's issuance of an Order, acceptance of delivery, or payment for Products. Seller's issuance of an Order acknowledgment, fulfillment of an Order, or provision of Products shall not constitute acceptance of any of Buyer's terms and conditions.

Regardless of whether these Terms and Conditions are referenced in an Order, all Orders accepted by Seller shall be governed by these Terms and Conditions of Sale and shall constitute the entire agreement of the parties. These Terms and Conditions of Sale supersede any prior written or oral agreements or understandings and shall not be supplemented by any prior course of dealing, course of performance, or usage of trade. No modification of these Terms and Conditions shall be valid unless in writing and signed by an authorized representative of Seller.

- 2. PRICES.** Prices quoted by Seller are for the specific quantities stated and are firm for 30 days. Prices quoted at the time of award are subject to review. If a significant cost impact arises due to factors to include tariffs, material shortages, regulatory changes, or other—Seller will provide Buyer with revised pricing for consideration. Buyer may choose to accept the revised pricing, seek alternative sourcing, or rebid the affected portion of the Order. If no agreement is reached, Seller reserves the right to cancel the affected portion of the Order without liability. Prices remain exclusive of taxes and do not include charges for transportation or any special requirements related to transportation.
- 3. LEAD TIMES.** Lead times provided in quotations are estimates and subject to change based on factors such as current workload, material availability, job complexity, and order quantity. Upon receipt and acceptance of a Purchase Order, Seller will confirm the final prices and commit to the agreed-upon lead times. Seller shall not be liable for any delays prior to this confirmation.
- 4. SHIPMENT.** Shipping terms are Ex Works-Seller's Facility (INCOTERMS 2010 EXW) unless otherwise specified. Risk of loss and title for Products shall transfer when Products are made available for Buyer to collect. In the absence of specific instructions, Seller will select the carrier. Products held for Buyer, or stored for Buyer, shall be at the sole risk and expense of Buyer.
- 5. PAYMENT TERMS.** Advance payment is required until Buyer has received credit approval from Seller. Upon credit approval, payment terms are net 30 days from date of invoice. Seller reserves the right to refuse shipment or delivery or performance of work except upon receipt of payment or satisfactory credit terms without any liability to Seller. For partial shipments, payments shall become due in accordance with the designated terms of the invoice. Where Buyer requests postponement of any

shipment for more than thirty (30) calendar days, payment will become due thirty (30) calendar days after notice to Buyer that Products are ready.

6. **MANUFACTURABILITY CLAUSE.** The price and lead time(s) referenced on the quote and on any resultant contract are based on specifications provided by the Buyer. If, during the manufacturing process, the Seller identifies issues related to the manufacturability of the specifications the Seller shall notify the Buyer in writing. In the event that manufacturability issues arise, the Buyer retains the option to amend the specifications to facilitate production. The Buyer acknowledges that such manufacturability issues and any resultant specification changes may necessitate a revision of the contract price and/or delivery schedule. Any adjustment in price or schedule shall be reasonably justified and mutually agreed upon in writing by both parties. Should the Buyer decide against modifying the specifications to address these issues, the Seller reserves the right to terminate this contract and shall be compensated for work performed against the contract at a price mutually agreed upon between Buyer and Seller.
7. **DELIVERY; BUYER-CAUSED DELAYS.** Delivery dates are based on timely receipt of all necessary material and/or information from Buyer, where applicable. Seller will notify Buyer if conditions arise that would prevent compliance with delivery schedules. Seller shall not be liable for any damages (liquidated or otherwise), re-procurement costs or lost profits for delay in delivery or for failure to give notice of delay. Buyer shall not suspend or cancel any Order, except where in accordance with these terms or where expressly agreed to by Seller. Unless Buyer explicitly prohibits advance delivery, Buyer agrees to accept delivery up to thirty (30) days in advance.

Any Buyer request to change the delivery date within thirty (30) days of the delivery date shall not be considered revised unless specifically granted in writing by Seller. Any Buyer request to change the delivery date by more than thirty (30) days from the delivery date but less than the lead time may be subject to charges by the Seller, including but not limited to, material carrying costs, Seller's Supplier penalties, additional Supplier cost, etc. Furthermore, any request by Buyer for a stop work order shall not exceed sixty (60) days.

8. **FORCE MAJEURE.** Seller shall not be liable for any failure to perform or delay in performance due to causes beyond its reasonable control, including but not limited to acts of God, natural disasters, pandemics, government actions, regulatory changes, embargoes, tariffs, duties, labor strikes, supply chain disruptions, material shortages, transportation delays, or other external factors that materially impact costs or production capability. If such circumstances significantly increase the cost of materials, production, compliance, or transportation, Seller shall provide Buyer with documented cost impacts and submit revised pricing for consideration. Buyer may elect to accept the revised pricing, seek alternative sourcing, or rebid the affected portion of the Order. If no agreement is reached, Seller reserves the right to cancel the affected portion of the Order without liability.
9. **INSPECTION AND ACCEPTANCE.** Buyer will conduct prompt inspection of all delivered Products and will immediately notify Seller of an identified non-conformance. All Products shall be deemed accepted by Buyer unless Seller receives written notice of rejection within thirty (30) calendar days from date of shipment. Whenever Seller agrees to Buyer-conducted source inspection, Products shall be accepted or rejected by Buyer prior to shipment. Seller shall be given a reasonable amount of time to review any non-conformances identified by Buyer. Payment of any invoice for Products shall be interpreted as acceptance of the Products referred to in the invoice. Buyer will be

responsible for all costs incurred by Seller attributed to any rejection that Seller reasonably determines as improper. If Seller confirms the asserted non-conformance, Seller agrees to repair or replace the Products, at Seller's sole discretion. Buyer's remedies under this Section 8 are exclusive and lieu of all other remedies available under these Terms and Conditions or at law related to rejected Products.

- 10. WARRANTY; DISCLAIMER. (a) Standard Warranty:** Seller warrants that at the time of shipment the Products designed and manufactured by Seller will conform to Seller's applicable drawings or specifications (or applicable drawings or specifications approved by Seller in writing) and will be free from defects in material and workmanship. Seller's standard warranty is void for any product subject to misuse, neglect, accident, improper storage, installation or maintenance, repair or alteration other than by Seller. Components purchased by Buyer from any supplier other than Seller shall bear only the warranty given by the manufacturer of that product; Seller assumes no responsibility for the interface of its product(s) with any other product.

**(a) Disclaimer of Other Warranties:** THE FOREGOING WARRANTY IS IN LIEU OF AND EXCLUDES ALL OTHER EXPRESSED OR IMPLIED WARRANTIES OF MERCHANTABILITY, DESIGN, TITLE, FITNESS FOR A PARTICULAR PURPOSE, CONFORMANCE TO GOVERNMENT SPECIFICATIONS OR PROCUREMENT STANDARDS, WARRANTIES IMPLIED BY USAGE IN TRADE OR COURSE OF DEALING, OR OTHERWISE.

**(b) Warranty Remedies:** During the applicable warranty period for a product, Buyer shall promptly provide written notification to Seller of any defect covered by Seller's warranty, and in no event later than thirty (30) days after discovery of any such defect. Buyer's notice must identify the specific product subject to warranty claim and the nature of the discovered defect. No product will be accepted for return or replacement without written acknowledgement and authorization of Seller. Upon such authorization, and in accordance with Seller's packing and shipping instructions, the product will be returned with transportation and insurance fully prepaid by Buyer.

**(c) Storage and Extended Holding:** Seller is responsible for product conformity at the time of shipment. Seller is not responsible for condition, preservation, or compliance of Products affected by storage conditions, handling, environmental exposure, or extended time in inventory beyond Seller's control. Claims involving Products held for extended periods may require evaluation of storage conditions and reinspection prior to determination of responsibility. Any reinspection, recertification, or rework required due to extended storage shall be considered outside the original scope and may be subject to additional charges.

- 11. LIMITATION OF LIABILITY.** SELLER SHALL NOT BE LIABLE FOR ANY DAMAGES CAUSED BY A DELAY IN PERFORMANCE. SELLER WILL NOT BE LIABLE FOR ANY SPECIAL, INCIDENTAL, INDIRECT, PUNITIVE OR CONSEQUENTIAL DAMAGES, OR FOR LOSSES, DAMAGES, OR EXPENSES DIRECTLY OR INDIRECTLY ARISING FROM THE DESIGN, MANUFACTURE, SALE, USE OR REPAIR OF THE PRODUCTS, OR ANY INABILITY TO USE THEM EITHER SEPARATELY OR IN COMBINATION WITH ANY OTHER EQUIPMENT OR MATERIAL, OR FROM ANY OTHER CAUSE. BUYER AND SELLER AGREE THAT IN NO EVENT WILL SELLER BE LIABLE FOR ANY AMOUNT IN EXCESS OF THE CONTRACT PRICE OF THE PRODUCT GIVING RISE TO THE LIABILITY. THE REMEDIES PROVIDED FOR HEREIN SHALL CONSTITUTE THE SOLE RECOURSE OF BUYER AGAINST SELLER FOR ANY ALLEGED BREACH OF SELLER'S OBLIGATIONS UNDER THE CONTRACT WITH BUYER, WHETHER SUCH CLAIM IS MADE IN TORT OR IN CONTRACT, INCLUDING CLAIMS BASED ON WARRANTY, NEGLIGENCE OR OTHERWISE.

- 12. CANCELLATION.** Buyer may cancel an Order wholly or partially by written notice which must be received by Seller prior to the scheduled delivery date. For any such cancellation, Buyer shall reimburse Seller in full for all direct and indirect costs, and administrative costs, associated with such cancellation. Seller will notify Buyer of the amount owed, which amount shall be immediately due and payable to Seller.
- 13. QUALITY ASSURANCE.** Seller's Quality Assurance System complies with ISO9001:2015 and AS9100 standards.
- 14. Compliance with Laws and Regulations.** Seller shall comply with all applicable laws and regulations, including, but not limited to, the U.S. Export Administration Regulations (EAR), the International Traffic in Arms Regulations (ITAR), and any applicable Defense Federal Acquisition Regulation Supplement (DFARS) clauses that are incorporated by reference in the Order. Buyer acknowledges that any transfer of technical data or controlled products under this agreement is subject to U.S. export control laws. Buyer agrees not to export, reexport, or transfer any Seller products or data in violation of these laws.
- 15. DISPUTES.** Any dispute arising out of or relating to this Agreement shall be resolved in accordance with the following:
- (a) Negotiation Between Executives.** The parties shall first attempt to resolve any dispute arising out of this Order by prompt negotiation between executives who have authority to settle the matter.
- (b) Binding Arbitration.** Any controversy or claim arising out of or relating to this contract, or the breach thereof, shall be settled by arbitration administered by the American Arbitration Association in accordance with its Commercial Arbitration Rules and judgment on the award rendered by the arbitrator(s) may be entered in any court having jurisdiction thereof. The place of arbitration shall be Syracuse, NY, USA.
- 16. ETHICS AND VALUES.** Seller is committed to performing with the highest level of ethical standards and knows that how we perform is just as important as what we accomplish. This is reflected in our Code of Conduct.
- 17. CONFIDENTIALITY.** Buyer and Seller agree to keep confidential and protect from unauthorized use and disclosure all confidential, proprietary and trade secret information, all tangible items containing or conveying this information, and all information derived from this information, including, but not limited to, cost and pricing data ("Proprietary Information"), obtained, directly or indirectly, from the other in connection with any offer or Order. Buyer may use Proprietary Information only as absolutely necessary as required to evaluate, install, use, maintain and support the Products delivered by Seller. Buyer may disclose Proprietary Information to its employees only as necessary for these purposes. In no event may Buyer disclose Proprietary Information to any third party. Buyer must also keep confidential and not disclose to any other entity the terms of any offer or Order.
- 18. STATUTE OF LIMITATIONS.** Buyer agrees that any action for an alleged breach of this Agreement must be commenced within one (1) year after the cause of action has accrued, without regard to the date the breach is discovered. Any action not brought within this one (1) year time period shall be barred, without regard to any other limitations period set forth by law or statute.