

ACCUFORM MANUFACTURING, INC.

TERMS AND CONDITIONS OF SALE

TCS-845 Rev.0 07/03/19

- 1. Terms and Conditions.** The terms and conditions contained in this document entitled "Terms and Conditions of Sale" ("Terms and Conditions") cancel and supersede any and all terms and conditions pertaining to parts and equipment (respectively, "Parts" and "Equipment") and services sold by Seller to the buyer thereof ("Buyer"), and any supplements thereto previously issued by Seller to Buyer, and are subject to change without advance notice. The prices, charges, discounts, terms of sale and other provisions referred to or contained in these Terms and Conditions shall apply to all Parts, Equipment, and services sold by Seller to Buyer (collectively, "Products") and shipped to Buyer on and after January 2017 and shall remain in effect unless and until superseded in writing by Seller. Acceptance of an order for Products by Seller shall be deemed to constitute a binding agreement between Seller and Buyer pursuant to the terms and conditions contained in these Terms and Conditions and Buyer agrees that such order may not thereafter be cancelled, countermanded or otherwise changed without the prior written consent of Seller. These Terms and Conditions supersede any prior agreements, representations or other communications between Seller and Buyer relating to the subject matter set forth in these Terms and Conditions. No other terms and conditions shall apply including, but not limited to, the terms of any purchase order submitted to Seller by Buyer, whether or not such terms are inconsistent with, conflict with or are in addition to the terms and conditions set forth in these Terms and Conditions. Seller's acceptance of Buyer's purchase order or other similar document pertaining to the sale of Products by Seller to Buyer (each, a "Purchase Order") is conditional upon Buyer's acceptance of all the terms and conditions contained in these Terms and Conditions. Any communication construed as an offer by Seller and acceptance thereof is expressly limited to the terms and conditions set forth in these Terms and Conditions.
- 2. Quotation and Prices..** Written quotations automatically expire thirty (30) calendar days from the date issued unless sooner terminated by notice. All published prices and discounts are subject to change without notice. Unless Seller specifically agrees to hold prices open for a length of time on Seller's price quotation, all prices are subject to change without notice to Buyer and any unshipped balances on Purchase Orders will be invoiced to and paid by Buyer at Seller's prices in effect at the time of delivery. Any addition to an outstanding Purchase Order will be accepted at prices in effect when the addition is accepted in Seller's sole discretion. Prices on Purchase Orders in effect for over 30 days are subject to being changed by Seller.
- 3. Terms of Payment.** Payment in full by the Buyer is due thirty (30) days from the date of Seller's invoice, unless otherwise specified on the invoice. If, in Seller's sole judgment, the financial condition of the Buyer does not justify continuation of production or shipment on the terms specified herein, Seller may cancel any unfulfilled orders from the Buyer or parts thereof and/or may require immediate payment for all goods delivered and/or full or partial payment in advance for all goods not delivered, at Seller's sole option. In the event Buyer fails to pay any invoice of Seller when due, Seller shall have the right to retain all Buyer's patterns in Seller's possession and to use or sell the same to liquidate the debt. A charge of the lower of 1 ½% per month or the highest legal rate will apply to all invoices exceeding our 30-day net terms.
- 4. Taxes and Duties.** Prices quoted do not include taxes or duties of any kind or nature. Buyer agrees that it will be responsible for filing all tax returns and paying all applicable taxes, duties, export preparation charges and export documentation charges resulting from the purchase of the Products. In addition, in the event any other similar tax, duty or fee is determined to apply to Buyer's purchase of any of the Products from Seller, Buyer shall indemnify and hold Seller harmless from and against any and all such other similar taxes, duties and fees. All prices quoted are in U.S. DOLLARS unless otherwise specified. The amount of any present or future taxes applicable to the sale, transfer, lease or use of any of the Products shall be paid by Buyer or, in lieu thereof, Buyer shall provide Seller with a tax exemption certificate satisfactory to the applicable taxing authority proving that no such tax is due and payable upon such sale, transfer, lease or use.
- 5. Title, Property, Risk and Delivery.** Unless otherwise stated in writing, the risk of loss of or damage to the Products shall pass to Buyer on delivery F.O.B. at the Seller's plant. As security for payment of the full purchase price, legal and equitable title in the Products shall not pass to Buyer until receipt by Seller of payment in full for the Products. Buyer is authorized to use the Products in the ordinary course of business or sell the Products to a third party. The entire proceeds of any sale or disposition of the Products shall be held by Buyer in a fiduciary capacity for Seller. Until receipt by Seller of payment in full, Buyer shall hold the Products in a fiduciary capacity as bailee for Seller and insure the Products for their full replacement value against all risks. Buyer's right to possess and sell the Products shall automatically terminate if Buyer becomes insolvent or the subject of any bankruptcy, insolvency or similar proceedings; makes an assignment for the benefit of creditors; or is unable to pay its debts as they become due. Upon termination of the right to possession, Seller and its representatives may at any time enter the premises of Buyer or any third party to repossess the Products. If Buyer pledges or otherwise encumbers any Products that have not been paid for in full, all monies owed by Buyer to Seller shall immediately become due and payable. If any portion of this paragraph shall be invalid or unenforceable, then such provisions shall be enforced to the maximum extent permitted by law, and such invalidity or unenforceability shall not affect the validity or enforceability of the other provisions of this paragraph.

Any claims for loss, damage or delay in transit must be entered and prosecuted by Buyer directly with the carrier, which is hereby declared to be the agent of Buyer. Seller shall not be liable for any delay in performance of these Terms and Conditions or delivery of the Products, or for any damages suffered by Buyer by reason of delay, when the delay is caused, directly or indirectly, by fire; flood; accident; riot; act of God; war; governmental interference; strike; embargo; labor difficulty; differences with workmen; accidents to machinery; act of terrorism; shortage of labor, fuel, power, materials or supplies; transportation or any other cause beyond Seller's control. In the event that delay is caused by Buyer's failure to furnish necessary information with respect to data and details for Buyer's specifications, Seller may extend the date of shipment for a reasonable time. Deliveries made within twenty (20) working days after any specified date of delivery shall constitute a good delivery unless delivery is expressly made time of the essence. In the event that delay in shipment is caused by Buyer or at Buyer's request, and the Products are not shipped within five (5) business days from the first date they are ready to be shipped, Seller may, in its sole discretion, sell such Products to another buyer without any liability or responsibility to Buyer whatsoever. All payment shall be made in accordance with the terms of the applicable invoice. In addition, storage charges due to delay in furnishing delivery instructions, arranging and establishing a method of payment satisfactory to Seller, or submitting valid import permits or licenses, or any other delay caused by Buyer or at Buyer's request, will be for the account of Buyer. Claims for shortages in shipments shall be deemed waived and released by Buyer unless made in writing within five (5) days after Buyer's receipt of shipment. If Seller delivers up to ten percent (10%) more or less than the quantity of Equipment, Parts or other goods ordered by Buyer, Buyer shall not be entitled to object to or reject all or any portion of them by reason of the surplus or shortfall and shall pay for such Equipment, Parts or other goods Seller's applicable price adjusted pro rata. Seller's responsibility for shipment shall cease upon delivery of the Products to the place of shipment, and all claims occurring thereafter shall be made to or against the carrier by Buyer.

6. **Cancellation.** Prior to delivery of Products to place of shipment, a Purchase Order may be cancelled or modified only with Seller's prior written consent and upon terms indemnifying Seller from all resulting losses and damages. Seller shall have the right to modify, cancel and/or refuse to complete a Purchase Order for any or no reason, including without limitation if any term or condition contained in these Terms and Conditions is not complied with by Buyer, or if Buyer 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. In the event of cancellation by Seller, or in the event that Seller consents to a request by Buyer to stop work or to cancel the whole or any part of any Purchase Order, Buyer shall reimburse Seller as follows: (i) any and all work that can be completed within thirty (30) days from date of notification to stop work on account of cancellation shall be completed, shipped and paid in full; (ii) for work in progress and any materials and supplies procured or for which definite commitments have been made by Seller in connection with the Purchase Order, Buyer shall pay such sums as may be required to fully compensate Seller for actual costs incurred, plus twenty percent (20%) and (iii) Seller reserves the right to alter the Product without notice to Buyer if the change does not affect the design, form, fit, or function requirements for such Product. Buyer may not under any circumstances cancel any Purchase Order after Seller's delivery to place of shipment. Orders for "Special" Products may not be cancelled after acceptance by Seller, except by Seller. Items of "Special" Products are those that differ from standard Seller specifications, have a limited market or incorporate specifications that have been determined for a specific application. Determination of whether a Product or part thereof is "Special" shall be made by Seller in its sole discretion.
7. **Inspection and Acceptance of Products.** Buyer shall inspect the Products immediately after receipt and promptly but, in no event later than thirty (30) days after receipt, notify Seller in writing of any non-conformity or defect. Buyer further agrees that failure to give such prompt notice or the commercial use of the Products shall constitute acceptance. Acceptance shall be final and Buyer waives the right to revoke acceptance for any reason, whether or not known by Buyer at the time of such acceptance. The provisions of Seller's warranty shall apply and govern the rights, obligations and liabilities of Seller and Buyer with respect to such nonconformity or defect, provided that under no circumstances shall rejection give rise to any liability of Seller for incidental or consequential damages or losses of any kind.
8. **Warranty.** Seller warrants that each new product manufactured and sold by Seller will, on the date of shipment, be free from defects in material and workmanship under normal use and service. All warranties, whether express or implied thereafter (collectively called "Warranties"), shall extend only to the Buyer and no others. Warranties are valid only when and if (a) Seller receives prompt written notice of the defective goods no later than thirty (30) days after the date of shipment, (b) the defective goods are properly packed and returned to the Seller (transportation and insurance prepaid) (c) the goods are returned to the Seller within sixty (60) days from the date of shipment, and (d) Seller determines, in its sole judgment, that the goods are not defective and not subject to misuse, neglect, improper installation, negligence, accident or (unless authorized in writing by Seller) repair or alteration. Seller's exclusive liability for any personal and/or property damage (including direct, consequential or incidental) due to any defect in the goods, shall be limited to the following (a) repairing or replacing (in Seller's discretion) any defective goods free of charge (f.o.b. Seller's plant) and/or (b) crediting (in Seller's sole discretion) all or a part of the purchase price. Seller is not responsible for machine work, welding, inserts or chills furnished by Buyer, labor charges or any other losses caused by defective goods. SELLER DOES NOT WARRANT MECHANABILITY OF GOODS OR PARTS THEREOF NOT MANUFACTURED BY SELLER, THERE ARE NO WARRANTIES OF FITNESS OR WARRANTIES THAT EXTEND BEYOND THE DESCRIPTION OF THE FACE HEREOF OR BEYOND THE TERMS AND CONDITIONS CONTAINED HEREIN.

9. **Remedies for Breach of Warranty.** In the event of any breach of the warranty by Seller, Seller's liability shall be limited exclusively to the remedies of repair, replacement, or reperformance (at Seller's sole discretion) of any defective product covered by the warranty.
10. **Limitation of Actions.** Any action by Buyer for breach of these Terms and Conditions or otherwise related to any Purchase Order must be commenced by Buyer within one (1) year after the cause of action has accrued.
11. **Specification Changes.** In the event that Seller incurs additional expense because of changes in specifications or drawings previously approved by Buyer, or in the event that Seller is required to modify the ordered Product, perform any additional work or supply any additional Products, the additional expense shall be added to the purchase price. Seller shall have the right, in its sole discretion, to accept or reject any changes in specifications requested by Buyer. In no event shall any changes in specifications be made or accepted thirty (30) days prior to launch date or thereafter.
12. **Insurance.** Until the purchase price of the Products is paid in full, Buyer shall provide and maintain insurance equal to the total value of the Products delivered hereunder against customary casualties and risks including, but not limited to, fire and explosion, and shall also insure against liability for accidents and injuries to the public or to employees, in the names of Seller and Buyer as their interest may appear, and in an amount satisfactory to Seller. If Buyer fails to provide such insurance, Buyer shall promptly notify Seller thereof in writing so that Seller may provide such insurance and, in the event that Seller does so, the cost thereof shall be added to the contract price. All loss resulting from the failure to affect such insurance shall be assumed by Buyer.
13. **Patents, Copyrights, Trademarks, Confidentiality.** No license or other rights under any patents, copyrights or trademarks owned or controlled by Seller or under which Seller is licensed are granted to Buyer or implied by the sale of Products hereunder. Buyer shall not identify as genuine products of Seller Products purchased hereunder which Buyer has treated, modified or altered in any way, nor shall Buyer use Seller's trademarks to identify such Products; provided, however, that Buyer may identify such Products as utilizing, containing or having been manufactured from genuine products of Seller as treated, modified or altered by Buyer or Buyer's representative, upon written prior approval of Seller. All plans, designs, drawings, blueprints, photographs, manuals, specifications and other documents relating to the business of Seller ("Information") shall be and remain the exclusive property of Seller and shall be treated by Buyer as confidential information and shall not be disclosed, given, loaned, exhibited, sold or transferred to any third party without Seller's prior written approval; provided, however, that those restrictions shall not apply to Information that Buyer can demonstrate: (i) at the time of disclosure, is generally known to the public other than as a result of a breach of these Terms and Conditions by Buyer or (ii) is already in Buyer's possession at the time of disclosure from a third party having a right to impart such Information. Buyer shall not use any of the Information for any purpose other than to enable it to perform its obligations under these Terms and Conditions. The obligations contained in this section regarding confidentiality and use of the Information shall survive the expiration, termination or fulfillment of these Terms and Conditions.
14. **Patent Indemnity.** Buyer shall indemnify, defend, and hold Seller, its affiliates, and its and their respective directors, officers, employees, representatives, agents, customers, users, successors, and assigns harmless against all damages, costs, and expenses, including all attorneys' fees, paid or incurred in connection with any claim whatsoever arising out of or related to Buyer's specifications for the Products, including without limitation any claim of infringement of a patent, copyright, trademark, trade secret, or other proprietary right.
15. **Intellectual Property Ownership.** All intellectual property rights, including copyrights, patents, patent disclosures, inventions (whether patentable or not), trade dress, trade names, logos, corporate names, domain names, trademarks, service marks, trade secrets, know-how, and other confidential information, together with all derivative works and all goodwill associated therewith, and all other rights in and to all the Products, documents, work product, and other materials (whether or not copyrightable) that are delivered to Buyer under any Purchase Order prepared by or on behalf of Seller in the course of performing under such Purchase Order, are solely owned by Seller. Except as otherwise expressly and specifically provided, no license, transfer, or assignment of proprietary rights from Seller to Buyer will occur as a result of any such Purchase Order. Buyer warrants that any trademarks Buyer requests Seller to affix to any Product is owned or authorized for use by Buyer.
16. **Solicitation of Personnel.** For so long as there is any Purchase Order for the purchase of Products in effect between Buyer and Seller and for twelve (12) months thereafter, Buyer shall not solicit for employment any employee or contractor of Seller.
17. **Default and Seller's Remedies.** In the event of default by Buyer, all unpaid sums and installments owed to Seller shall, at Seller's sole option, become immediately due and payable without notice of any kind to Buyer. In addition to its right of acceleration, Seller may pursue any and all remedies allowed by law or in equity. In addition to the foregoing, and not in limitation thereof, Seller shall have the right to set off any credits or amounts owed to Buyer against any amounts owed by Buyer to Seller.
18. **Indemnification by Buyer.** Buyer hereby agrees to indemnify, release, defend and hold harmless Seller, its directors, officers, employees, agents, representatives, successors and assigns against any and all suits, actions or proceedings at law or in equity (including the costs, expenses and reasonable attorney's fees incurred in connection with the defense of any such matter) and from any and all claims, demands, losses, judgments, damages, costs, expenses or liabilities, to any person whatsoever (including Buyer's and Seller's employees or any third party), or damage to any property (including Buyer's property) arising out of or in any way connected with the performance or the furnishing of Products, regardless of whether any act, omission, negligence (including any act, omission or negligence relating to the manufacture, design, repair, erection, service or installation of or warnings made or lack thereof with respect to any Product) of Seller, its directors, officers, employees, agents, representatives, successors or assigns caused or contributed thereto. If Buyer fails to fulfill any of its obligations under this section or these

Terms and Conditions, Buyer shall pay Seller all costs, expenses and attorney's fees incurred by Seller to establish or enforce Seller's rights under this section or these Terms and Conditions. The provisions of this Section are in addition to any other rights or obligations set forth in these Terms and Conditions and shall survive the expiration, termination or fulfillment of these Terms and Conditions.

19. **Anti-Corruption; Export Controls; No Boycotts.** Buyer and any party retained or paid by the Buyer ("Retained Party") shall comply with all applicable federal, state and local laws, regulations, orders, and ordinances, including, but not limited to, laws prohibiting public corruption and commercial bribery. Buyer represents and warrants that Buyer and the Retained Parties are and will at all times remain in compliance with all laws administered by the U.S. Treasury Office of Foreign Assets Control or any other governmental entity imposing export controls, economic sanctions or embargoes ("Economic Sanctions Laws"), including without limitation Economic Sanctions Laws against designated countries, entities, and persons ("Embargoed Targets"). Neither Buyer nor any Retained Party is an Embargoed Target or subject to any Economic Sanctions Law, and Buyer and the Retained Parties shall not (a) directly or indirectly export, re-export, ship, distribute, sell or otherwise deliver Products, technology, information, or any portion of Products to an Embargoed Target, or (b) broker, finance, or otherwise facilitate any transaction in violation of any Economic Sanctions Law. Buyer further agrees that it shall comply, and any Retained Party wherever located shall comply with applicable laws pursuant to the Joint Comprehensive Plan of Action (JCPOA) of July 14, 2015 and any other applicable laws, resolutions, regulations or licenses for the export or re-export of Products, technology, information or warranty related services directly, or with its knowledge indirectly into Iran. Buyer further agrees that it shall not, and any Retained Party shall not, export or re-export Products, technology, information or warranty related services directly, or with its knowledge, indirectly, into Sudan. Buyer further agrees that it shall not, and any Retained Party shall not, export or re-export Products, technology, information or warranty related services directly or with its knowledge indirectly into Cuba without Buyer first obtaining written approval from Seller. Failure to comply strictly with this Section and all applicable laws, regulations and licensing/approval requirements shall be grounds for immediate termination of this agreement by Seller. Notwithstanding anything to the contrary contained in any agreement between the Buyer and Seller or in any other document or agreement relating to the Products sold hereunder, Seller will not comply with requests related to the boycott of any country or other jurisdiction, except to the extent such boycott is required by or otherwise not inconsistent with United States law.
20. **Construction and Severability.** These Terms and Conditions constitute the entire agreement between Seller and Buyer regarding the subject matter of these Terms and Conditions and shall be construed and enforced in accordance with the laws of the state in the United States of America in which Seller's principal place of business is located, without regard to its conflict of laws provisions or rules (the "Governing Law"). The Governing Law shall apply to any and all disputes, claims, or controversies between the parties, including, but not limited to, those arising out of or relating to these Terms and Conditions or the transactions contemplated hereunder. The United Nations Convention on Contracts for the International Sale of Goods (1980) [CISG] shall not apply. Seller shall not be bound by any agent's, employee's or any other person's or entity's representation, promise or inducement not set forth in these Terms and Conditions. The invalidity or unenforceability of any provisions of these Terms and Conditions shall not affect any other provision and these Terms and Conditions shall be construed in all respects as if such invalid or unenforceable provision were omitted.
21. **Jurisdiction.** The proper and exclusive forum and venue for any and all disputes, claims, or controversies between the parties, including, but not limited to, those arising out of or relating to these Terms and Conditions or the transactions contemplated hereunder, shall be the United States District Court for the District in which Seller's principal place of business is located or, if federal jurisdiction is lacking, in the state courts of the state in which Seller's principal place of business is located (the "Forum"). Buyer waives any objection or defense that it is not personally subject to the jurisdiction of the foregoing courts; that venue of the action is improper; or that the action, suit or proceeding is brought in an inconvenient forum.
22. **Limitation of Liability.** Notwithstanding anything contained in this agreement to the contrary, Seller and its affiliates shall not be liable for, and specifically disclaim, any liability for any: (a) lost profits and/or business interruption (whether direct or indirect); and (b) indirect, incidental, consequential (whether direct or indirect) or other damages or losses of any kind, including without limitation, labor costs, loss of use, equipment, third party repairs, investigation costs, personal injury, emotional or mental distress, penalties, loss of service or personnel, or failure of products to comply with any applicable laws; whether or not arising from breach of contract, warranty, negligence, product liability or otherwise.
23. **No Assignment.** Buyer may not assign, whether voluntarily or involuntarily, by merger, consolidation, dissolution, or otherwise any Purchase Order or any of Buyer's rights hereunder nor delegate any of Buyer's obligations under these Terms and Conditions or any Purchase Order without Seller's prior written consent. For purposes of these Terms and Conditions, any direct or indirect change in the beneficial ownership of twenty-five percent (25%) or more of the issued capital of Buyer shall constitute an assignment by Buyer and shall require Seller's prior written consent. Any purported assignment or delegation in violation of this Section will be void. Seller may assign these Terms and Conditions or any Purchase Order and any of Seller's rights thereunder and delegate any of Seller's obligations under thereunder. If Seller assigns these Terms and Conditions or any Purchase Order or delegates any obligations under thereunder (whether in whole or in part), Buyer shall, as relates to such part that was assigned or delegated, release Seller from all liability under these Terms and Conditions or any Purchase Order and hold the assignee solely responsible for performance of all such obligations.

24. **Miscellaneous.** Buyer represents that it: (i) is solvent and has the financial ability to pay for the Products purchased hereunder and (ii) has all requisite right, power and authority to perform its obligations under these Terms and Conditions and any Purchase Order.
25. **Corrections.** Clerical and stenographic errors are subject to correction by Seller.
26. **Production Location.** Seller reserves the right to produce any Products at any of its manufacturing locations unless a separate written agreement is in place between Buyer and Seller specifying a single production location.
27. **Tools.** All dies, tools, patterns and the like involved in the manufacture of the Products are and will remain the property of Seller, except that any dies, tools, patterns and the like specifically ordered and paid for by Buyer ("Buyer Tooling") will remain the property of Buyer. Seller will return any Buyer Tooling to Buyer upon request after all amounts owed to Seller have been paid in full. Buyer is responsible for insuring all Buyer Tooling.
28. **CERTAIN BUYER OBLIGATIONS:** Buyer shall (a) cooperate with Seller in all matters relating to the Products and provide access to Buyer's premises, and to such office accommodations and other facilities as Seller requests for the purpose of performing or delivering any of the Products; (b) respond promptly to any Seller request to provide direction, information, approvals, authorizations, or decisions that Seller deems necessary in order to complete and provide the Products in accordance with these Terms and Conditions; and (c) provide in a timely manner such customer materials or information that Seller requests in order to complete and provide the Products, and Buyer shall ensure that such customer materials and information are complete and accurate in all respects.