

Global Metal Finishing, Inc.	QMSD-1057 Terms and Conditions		
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Sales Terms and Conditions

The following Terms and Conditions of Sale (the "Terms") are the only terms that govern the sale of metal finishing and related support services ("Products") by Global Metal Finishing, Inc. ("GMF") to the Buyer named on the Sales Order Confirmation ("Buyer").

1. GENERALLY:

- a. It is generally recognized that even after employing all the science known to the anodizing and metal finishing industry and using experienced employees with years of training, there are still variables in the metallurgy, electroplating, anodizing, and metal finishing fields. Therefore, to avoid misunderstandings, Global Metal Finishing Inc. (GMF) sets forth the conditions under which your material will be processed.
- b. The entire Agreement between the parties consists of the Request for Quotation, Purchase Order, Sales Acknowledgment, and these Sales Terms and Conditions (collectively, "Agreement") and supersede all prior or contemporaneous understandings, agreements, negotiations, representations, and warranties, and communications, both written and oral. This Agreement is not altered by any Buyer's general terms and conditions of purchase regardless of whether or when Buyer has submitted its purchase order. To the extent that inconsistent terms exist in the Buyer's Request for Quotation or Purchase Order and these Terms and Conditions, both the Buyer and GMF agree that these Terms and Conditions shall govern. Fulfillment of Buyer's order does not constitute acceptance of any of Buyer's terms and conditions and does not serve to modify or amend these Terms. If an order is deemed an offer by the Buyer, GMF's acceptance of such offer is expressly conditioned on Buyer's assent to these Terms. Any additional, different, or conflicting terms proposed by Buyer in any offer, acceptance, confirmation (including any Buyer purchase order or specifications) or otherwise (a) are requests for material alterations to these Terms, (b) and are hereby rejected and objected to by GMF, and (c) will not be binding in any way on GMF. The terms of the Agreement may be modified only in writing, signed by both the Buyer and GMF.

2. DESCRIPTION OF SERVICES:

- a. GMF will provide metal finishing services as specified by the Buyer in the documents, engineering drawings, and Purchase Order specifications. The work is limited to the specific processes and treatments quoted by GMF. GMF will only provide procedures and treatments explicitly mentioned in the Agreement. Additional procedures and treatments will be provided only if the quotation is modified in writing to specifically quote such additional processes and treatments. As used herein, once treated by GMF, the Material supplied by the Buyer shall be known as the "Product."
- b. GMF will only provide NADCAP-accredited processing for any order if NADCAP certification is specifically requested on the engineering drawing or purchase order. A Product not requiring NADCAP certification will not be processed according to

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NADCAP requirements or specifications. All Products processed for Buyers who do not require NADCAP accreditation will be outside of GMF's scope of NADCAP accreditation.

- c. For unique or experimental processing and finishing, our charges are not contingent upon the success of that work or the benefit derived by the Buyer. All quotes for unique or experimental processing and finishing will specify that success is not guaranteed and that payment is due despite the outcome of the processing.
- d. Color variations may be present from order to order. GMF does not guarantee color consistency. If a color match is required, the Buyer must supply a usable color match with each order. Color matches will not be kept on file. The color match sample must be made from the same alloy and temper of material and must have the same mechanical finish as the parts requiring the color. All costs incurred with the setup of a custom color (any color other than standard colors) will be paid by the Buyer, including but not limited to colored dye, tank setup, and waste removal.
- e. Rack or fixture marks are permissible and, unless specifically directed otherwise, are left up to GMF's discretion regarding the number, size, and location. Account Managers will notify Buyers regarding specific processing issues, such as bleed-out from threaded blind holes or other high-risk concerns. GMF will make recommendations regarding masking but will not be responsible for a nonconforming product.
- f. If the engineering drawing's revision level changes for a specific part number on file at GMF, and the processing requirements change, it is the Buyer's responsibility to notify GMF of this change on the purchase order.
- g. GMF reserves the right, in GMF's sole discretion, to reject work or to make an extra charge for finishing any parts. Due to the high risk of damage from differential heating of alloy constituents in high copper content aluminum alloys, all 2000 series aluminum alloys will only be hardcoat anodized (Type III) on a best-effort basis, and GMF shall have no liability for parts damaged during the metal finishing process.
- h. GMF assumes no responsibility for defective plating, anodizing, or other finishes on materials previously plated or finished by others.

3. PRICE; PAYMENT:

- a. The Goods and Services are hereby offered for sale at prices to be quoted by GMF (the "Prices"). However, if a change is requested by the Buyer after the price has been quoted by GMF, GMF will invoice the Buyer for any increased price that GMF deems appropriate in its sole discretion.
- b. Buyer shall reimburse GMF for reasonable travel and out-of-pocket expenses incurred by GMF in connection with the performance of the Services.
- c. Unless otherwise specified on GMF's invoice, order confirmation, acknowledgment, or otherwise agreed to by the parties in writing, payment terms are NET30. Invoices unpaid on the due date shall be considered delinquent and, after that, subject to a

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- FINANCE CHARGE computed by a single monthly rate of one and one-half percent (1.5%, or 18% APR) calculated on the outstanding balance until the account is paid in full.
- d. Should GMF place the Buyer's unpaid account in the hands of an attorney for collection, the Buyer agrees to pay GMF for all costs incurred in collecting any unpaid invoices, including GMF's attorneys' fees, calculated at 33% of the outstanding balance. In addition to all other remedies available under these Terms or at law (which GMF does not waive by the exercise of any rights hereunder), GMF shall be entitled to suspend the delivery of any Goods or performance of any Services if Buyer fails to pay any amounts when due.
 - e. All orders are subject to credit approval by GMF. GMF reserves the right to withhold shipment or to require other adequate assurances of performance of Buyer's payment obligations as GMF, in its discretion, may require, notwithstanding any order confirmation issued by GMF.
 - f. Buyer shall not withhold payment of any amounts due and payable because of any set-off claim or dispute with GMF, whether relating to GMF's breach or otherwise.
 - g. Notwithstanding anything contained herein, GMF may apply additional cleaning charges or any other additional handling charges related to Buyer supplied materials ("Buyer Materials or Materials") not otherwise noted on GMF's order quotation, confirmation, or acknowledgment. These charges may be applied at the discretion of GMF upon its receipt of such Buyer Materials.
 - h. Quotations are open for acceptance ninety (90) days from issuance. After ninety (90) days, the quotation is withdrawn, and the Buyer must seek a new quote from GMF. All quotations must be in writing. Verbal quotes are not binding and will not be honored. GMF may withdraw a quote at any time by written or oral notice to the Buyer.
 - i. If results of metal finishing operations are unsatisfactory due to metal imperfections, changes in grade or composition of materials, manufacturing and fabrication imperfections, or usage for which the plating or other finishing operation was not reasonably designed, or any other similar variables over which GMF has no control, the Buyer will be required to pay the contracted amount of the finishing operations performed.
 - j. All Buyer's materials in our possession shall be subject to a possessory lien for all monies owed to us by the Buyer, whether or not due or payable, or whether or not such monies are owed to us for work, labor, services rendered, or materials used in connection with such material. If GMF reasonably believes that Buyer can not pay for the quoted finishing operations, together with any additional charges provided for by these Terms and Conditions, GMF may require payment in full before delivering the goods.

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4. TAXES:

- a. All applicable taxes and government charges regarding any order are the Buyer's responsibility.

5. WARRANTIES:

- a. GMF warrants that processing and finishing shall meet the Buyer's specifications supplied in writing with the order and that such processing and finishing shall be free from defects in surface finishing and quality.
- b. If the Buyer specifies methods and procedures to be used by GMF, GMF assumes no responsibility for the correctness of such methods and procedures or the finished results for the goods. Payment is due upon completion, despite the finished results.
- c. If no specifications and engineering drawings are provided, GMF assumes no responsibility for misinformation supplied at the time of order. GMF will call for verbal or written clarification if there is a discrepancy between the purchase order and engineering drawing specifications.
- d. GMF disclaims all express warranties other than those provided in this Terms and Conditions and any express warranties made in GMF's Quotation and Sales Acknowledgement.
- e. GMF disclaims all warranties of merchantability and fitness for a particular purpose. Refunds for defective goods will only be given in the form of credit towards future processing unless agreed otherwise, in writing, before processing such future jobs.
- f. If GMF is given detailed instructions as to the processes and treatments to be performed, GMF's responsibility shall be limited to carrying out those instructions. Type of material, specific alloy, tolerances, and specifications for processing and treatments shall be stated in writing prior to GMF processing and shall specify all processes (including required preparation) which you need GMF to perform.

6. DELIVERIES:

- a. Ship dates are approximate, and GMF will not be liable for any delay in shipment for any reason.
- b. We reserve the right to make partial or installment deliveries, for which the Buyer shall pay the pro rata contract price for each partial or installment delivery.
- c. During storage and transportation of the Buyer's material, GMF's shipping dept will use the Buyer's containers for return delivery to the Buyer unless the packaging is compromised and GMF believes that damaged packaging poses a potential risk of damage during return shipping. Any damage from using the Buyer's containers shall be at the Buyer's risk. Should the GMF shipping department decide additional packaging is necessary, GMF will charge for the additional material and handling.

7. BUYER'S ACTS OR OMISSIONS:

- a. If GMF's performance of its obligations under this Agreement is prevented or delayed, either directly or indirectly, by any act or omission of Buyer or its agents,

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subcontractors, consultants, or employees, GMF shall not be deemed in breach of its obligations under the Agreement or otherwise liable for any costs, charges, or losses sustained by Buyer.

8. LIMITATIONS OF LIABILITY:

- a. If GMF is determined to have breached this Agreement in any way, GMF's liability for any such breach is limited to the lesser of 1) the cost of material only, 2) the Product lost or directly damaged by our processing, or 3) by two times our processing charges on such material. All orders are accepted subject to this limited liability policy.
- b. GMF assumes no liability for any loss or damage to the material while in transit to or from our facility, whether in a vehicle owned by the Buyer, GMF, or any third party acting on our or the Buyer's behalf. Any claims for damage will need to be made directly with the freight forwarder.
- c. GMF shall not, under any circumstances, be considered as an insurer of Buyer's material and shall not be liable, regardless of cause, for loss by fire, explosion, theft, pilferage, vandalism, casualty, or acts of God while such material is in our possession. The provisions of this section may be altered or modified by a separate written agreement, and any liability we assume will be covered by a separate charge for such coverage.
- d. **GMF is not responsible for confirming the quantity of parts received until the processing of the order reaches a standard point in the process which counting would be completed.**

9. NONCONFORMING PRODUCT:

- a. Upon the Buyer's receipt of shipment, the Buyer shall immediately inspect the Product. Unless Buyer provides GMF with written notice of any claim for shortage, defect, or nonconformity in the Product within the time periods set forth in Clause 12, such Product shall be deemed finally inspected, checked, and accepted by Buyer and Buyer's failure to provide such notice shall be deemed to constitute a waiver of any such claim. If Buyer timely notifies GMF of any nonconforming Products, GMF shall, in its sole discretion, (a) replace such nonconforming Products with conforming Products, or (b) credit or refund the Price for such nonconforming Products, together with any reasonable shipping and handling expenses incurred by Buyer. Buyer acknowledges and agrees that the remedies set forth in this and Clause 12 are Buyer's exclusive remedies for delivering nonconforming Products.

10. INDEMNITY:

- a. Buyer shall indemnify, defend and hold GMF and its directors, officers, employees, agents, suppliers, parents, affiliates, subsidiaries, successors and assigns harmless from and against any and all fines, penalties, suits, actions, claims, liabilities, judgments, losses, damages, costs and expenses (including attorneys' fees) resulting or arising from (a) Buyer's negligence or willful misconduct, (b) Buyer's use, sale, handling, storage, or disposal of the Products or any product or waste derived

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therefrom, (c) Buyer's discharge or release of the Product or any product or waste derived therefrom into water, onto land or into the air, (d) Buyer's exposing any person (including Buyer's employees) to the Products or any product or waste derived therefrom, including failure to warn of such exposure, (e) the transportation of the Products to Buyer after tender of the Products by GMF to the carrier at GMF's shipping point, or (f) the infringement (whether actual or alleged) of any intellectual property of any third-party with respect to any goods for which Buyer has supplied manufacturing specifications. The preceding shall apply, without limitation, to injury to a person (including death) or damage or harm to property or the environment. This indemnity shall not apply to any fine, penalty, suit, action, claim, liability, judgment, cost, or expense caused solely by GMF's negligence or willful misconduct. However, it shall apply where there is concurrent negligence or willful misconduct on the part of GMF and Buyer in proportion to Buyer's negligence or willful misconduct.

11. FORCE MAJURE:

- a. All quotations, orders, agreements, or modifications thereof, are contingent upon and subject to any occurrences beyond our control, including but not limited to strikes or boycotts (whether occurring at our facility, your facility, the facility of any supplier, either of the Buyer or ourselves, or elsewhere), accident, theft, fire, war, shortage of materials or equipment, casualty, or acts of God and we shall not be liable for failure to perform any agreement for such causes. All quotations, orders, contracts, and modifications must be made in writing. Verbal quotes, orders, contracts, and changes are unacceptable and will not be honored.

12. CLAIMS:

- a. Claims for shortage will only be allowed if made in writing and presented within five (5) working days after receipt of materials by the Buyer or the consignee. Shrinkage of quantity in processing up to three percent (3%) shall be allowed without charge or liability.
- b. To assert a claim for defect or nonconformity, the Buyer's claim is subject to the following conditions:
 - i. notice of defect must be given, in writing, within ten (10) days from the date of receipt, and the Buyer must particularize the defect(s),
 - ii. GMF must be allowed to inspect the material before return,
 - iii. materials returned are in the same condition as when originally delivered by us,
 - iv. the base material (alloy and temper) furnished for processing is designated on the Buyer's purchase order,
 - v. processing or assembly of any such rejects by the Buyer or any other party shall constitute a waiver of any liability on our part.
- c. These claims are subject to the limitations of liability contained in Clause 8.

13. TERMINATION:

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- a. If the Buyer cancels the order, the Buyer shall reimburse us for the work completed, work in process, and any other expenses incurred in connection with such order.

14. GOVERNING LAW:

- a. The provisions of the Uniform Commercial Code shall govern these Terms and Conditions unless provided to the contrary. The Commonwealth of Virginia shall rule, and the laws of the Commonwealth of Virginia shall handle interpretations of the transaction terms.
- b. The provisions hereof constitute the entire Agreement between the parties. Any changes, alterations, waivers, or modifications concerning the job performed, the terms of the sale, or any other matter set forth herein must be in writing and signed by a duly authorized representative of our company. These terms and conditions shall apply to any order or Agreement for processing any material.
- c. The Terms and Conditions in this document are subject to change without notice.
- d. GMF and the Buyer agree that if any litigation is filed in connection with this Agreement, or in connection with any of the services provided by GMF, the sole venue and jurisdiction for any such case shall be the state courts of the City or County of Roanoke, Virginia. All parties agree to waive their right to trial by jury. GMF and the Buyer further agree that this Agreement was entered into and performed in Roanoke, Virginia.

15. COMPLIANCE WITH LAWS:

- a. Buyer shall comply with all applicable laws, regulations, and other legal requirements. Buyer shall maintain in effect all the licenses, permissions, authorizations, consents, and permits that it needs to carry out its obligations under this Agreement. In addition, the Buyer shall comply with all export and import laws of all countries involved in the sale of the Products under this Agreement or any resale of the Products by the Buyer.

16. AMENDMENT AND MODIFICATION:

- a. These Terms may be amended, modified, or waived only by a written instrument that refers expressly to this paragraph and is signed by an authorized representative of GMF and the Buyer. Emails and electronic online, internet, or other terms of Buyer shall not be deemed a means of modifying or amending these Terms.

17. WAIVER:

- a. No waiver by GMF of any of the provisions of this Agreement is effective unless explicitly outlined in writing and signed by GMF and the Buyer. No failure to exercise, or delay in exercising, any right, remedy, power, or privilege arising from this Agreement operates or may be construed as a waiver thereof. No single or partial exercise of any right, remedy, control, or license hereunder precludes any other or further exercise thereof or any other right, remedy, power, or privilege.

18. CONFIDENTIAL INFORMATION:

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- a. Special tools, racks, and fixtures required for the performance of the work described that have been designed and built by GMF, shall remain our property whether or not the Buyer is charged with time and material in connection with the manufacture of such tools, racks, or fixtures.
- b. The Buyer agrees not to use or disclose any information to any third party that it may have learned or now has or may acquire concerning racking, fixturing, chemical processes, or procedures used by GMF in its metal finishing process. If the Buyer violates any of the terms provided, the Buyer shall pay the Seller damages. (See Confidentiality and Non-Disclosure Page.)

19. SEVERABILITY:

- a. If any term or provision of this Agreement is invalid, illegal, or unenforceable in any jurisdiction, such invalidity, illegality, or unenforceability shall not affect any other term or condition of this Agreement or invalidate or render unenforceable such term or provision in any other jurisdiction.