

Milwaukee Forge, LLC
Standard Terms and Conditions

Binding Effect; Notice: These are the terms and conditions for the purchase of goods (“Goods”) or services (“Services”) from Milwaukee Forge, LLC (“Milwaukee Forge”) by any purchaser (“Purchaser”). No additional terms, different terms, exclusions, or modifications shall be effective against Milwaukee Forge without the express written consent of an authorized officer of Milwaukee Forge. Any attempt by Purchaser to add, exclude, or modify these terms (including by way of submitting a purchase order with standard purchase terms) shall be deemed to be material, is objected to, and shall have no effect. Any and all contracts between Milwaukee Forge and Purchaser shall be deemed to include these terms and conditions (all contracts collectively, including these terms and conditions, are the “Agreement”).

Acceptance of Purchase Orders: Purchaser agrees to be subject to these terms and conditions in their entirety upon award of a purchase order to Milwaukee Forge. All purchase orders must be commitments with a definitive price and quantity. No purchase order, whether or not submitted in response to a quotation by Milwaukee Forge, shall be binding until acceptance by Milwaukee Forge and no such acceptance shall be deemed an agreement to be bound by any terms other than the terms hereof. All orders are subject to credit approval by Milwaukee Forge, rejection or modification due to required delivery date or raw material availability, and minimum order quantities. No lead times are guaranteed unless otherwise stated in writing by Milwaukee Forge. Prices in quotations are effective for 30 days unless otherwise stated in writing by Milwaukee Forge. For existing purchase orders, or any blanket purchase orders, Milwaukee Forge may change its prices at any time upon written notice. Any temporary surcharge imposed on Milwaukee Forge will be passed on to Purchaser during the period of time the surcharge is in effect.

Dies: All dies are and shall remain the sole property of Milwaukee Forge. Charges for dies are made on the first order only unless the customer makes a change in the design of the part. Die charges represent only a portion of the cost and do not convey the right to remove the dies from our factory or any obligation to preserve them after one year from the date of the last use of the die. Dies may be removed on payment of an additional charge amounting to one-half the original die charge. Milwaukee Forge reserves all rights, claims, remedies, and liens, whether as a special tool builder or manufacturer under Wis. Stat. § 779.485 or any successor statute, or under any other applicable law.

Shipping and Delivery: Any dates quoted by Milwaukee Forge for delivery of any products are estimates only, and unless stated in writing, Milwaukee Forge will not be liable for any charges resulting from either late or early delivery of products from the date quoted no matter the cause. Milwaukee Forge reserves the right to ship overruns and underruns as previously communicated in writing, or in the absence of specific terms, those that are customarily and commercially reasonable and acceptable in the industry, and to invoice Purchaser therefore. Prices quoted are F.O.B. our plant, Milwaukee, Wisconsin and are for quantities produced and shipped at one time.

Payment: Unless otherwise agreed to by Milwaukee Forge in writing, payment terms are Net 30 days and as otherwise set forth on customer’s Credit Application on file with Milwaukee Forge. Payment terms other than 'Net 30 days' require advance written approval of the Milwaukee Forge CFO. Further, changes or attempts to change payment terms by Purchaser will not be recognized, unless approved in writing through the office of the Milwaukee Forge CFO. Payment must be made in United States Dollars. A returned check charge of \$30.00 applies to all dishonored checks presented by Purchaser. All terms are based on credit approval. Purchaser agrees that Milwaukee Forge shall be entitled to make or change any or all credit decisions concerning sales in Milwaukee Forge’s discretion, including a refusal to sell. Purchaser shall not have a right of set off or offset of any kind. All indebtedness outstanding after the due date shall be subject to a late fee of 1.5% per month (18% annually), unless such rate exceeds the highest

rate permitted by law, in which event the rate shall be highest permissible by law. Purchaser agrees to pay Milwaukee Forge's legal fees of 25% of the amount owed, plus expenses and other costs in the event Milwaukee Forge pursues collection or other enforcement efforts, whether or not legal action is filed. Milwaukee Forge shall have the right to terminate this Agreement, any purchase order, to stop Goods in transit, and to suspend further performance under every Agreement in the event Purchaser fails to make any payment when due and as otherwise permitted by applicable law.

Solvency: Purchaser agrees that each purchase order ("P.O.") constitutes a representation that it is both solvent and not a debtor in any insolvency, bankruptcy, or restructuring proceeding. In the event of insolvency, Milwaukee Forge's invoice shall constitute a demand for reclamation of the Goods identified on the invoice under Section 2-702 of the Uniform Commercial Code (the "UCC" and Section 546(c) of the United States Bankruptcy Code . Purchaser agrees to promptly notify Milwaukee Forge in case of insolvency, waives any defenses to Milwaukee Forge's right of reclamation to the Goods identified in Milwaukee Forge's invoice and shall promptly return possession of such Goods to Milwaukee Forge.

Taxes: Prices of Goods or Services are exclusive of all applicable federal, state, local and VAT taxes. Purchaser agrees to pay (or reimburse Milwaukee Forge) for all taxes however designated, arising out of the sale imposed under the authority of any federal, state, local or foreign taxing jurisdiction, upon receipt of a sales invoice for the amount of the tax.

Cancellation: All orders are final and may not be cancelled except with Milwaukee Forge's express agreement in writing, which it may withhold in its sole discretion. In the event of a full or partial cancellation of any purchase order, Purchaser is responsible for all costs incurred up to and including the time of cancellation, including all costs expended and committed for raw materials, work in process, finished Goods, Services provided, labor, supplies, administrative costs, outside services or consultants, and any other costs associated with performance of any P.O.

Inspection and Acceptance: Purchaser agrees to promptly inspect all Goods as received, and any rejection or claim based on nonconformity must be made in writing no later than ten (10) days after delivery. If Purchaser fails to give such written notice within the applicable time period stated above, the Goods will be deemed accepted, will not be subject to revocation of acceptance, and Purchaser will be deemed to have absolutely waived any claim for defects or shortages, including any claims under the Limited Warranty set forth below. If Purchaser gives written notice within the applicable time period set forth above, Purchaser will give Milwaukee Forge reasonable opportunities to inspect and test the Goods that are the basis for any claim. As a condition for replacement, refund or credit, Milwaukee Forge will be entitled to the return of the nonconforming Goods in the same condition as when they were received. No claim against Milwaukee Forge shall be made or allowed for Goods returned without Milwaukee Forge's prior written consent and a return Goods authorization number that Milwaukee Forge will issue. All claims for loss or damage during transit must be made against the carrier by notation on the freight bill or delivery receipt.

Returns: All returns must be approved, in advance, in writing in the form of an authorization number (either RGA or RMA). Milwaukee Forge receiving cannot accept returned Goods without this prior authorization and the respective number. Goods must be returned in good condition for appropriate analysis and potential rework. No Goods may be returned and no credit will be given for Goods after the expiration of 364 days from the date such Goods were received by Purchaser, or 364 days from the date Milwaukee Forge makes such Goods available for shipment to Purchaser, in the case of Goods held by Milwaukee Forge at Purchaser's request. No credit will be given for Goods claimed to be defective that were consumed by Purchaser and commercially sold or otherwise used in commercial applications.

Limited Warranty/Limitation of Damages: All Goods are sold on the condition that Purchaser will examine and test samples prior to the initial purchase to determine whether the Goods meet Purchaser's requirements. Once Milwaukee Forge has made samples available, Purchaser's P.O. for Goods acts as confirmation of such examination and testing. During the claim periods set forth above under "Inspection and Acceptance", Goods are warranted to: (i) be substantially free from defects in material and workmanship when sold subject to all time limitations and storage conditions and (ii) comply with Milwaukee Forge's published specifications within stated tolerances, but it shall be Purchaser's responsibility to assure that such specifications and tolerances will fulfill Purchaser's requirements regardless of whether Milwaukee Forge has notice of such requirements. MILWAUKEE FORGE MAKES THIS LIMITED WARRANTY IN LIEU OF ALL OTHER WARRANTIES, EXPRESS OR IMPLIED. THERE ARE NO WARRANTIES, EXPRESS OR IMPLIED, OF FITNESS FOR A PARTICULAR PURPOSE OR MERCHANTABILITY, COURSE OF DEALING, USAGE OF TRADE OR NON INFRINGEMENT OR OTHERWISE ASIDE FROM THE LIMITED WARRANTY ABOVE AND THE DESCRIPTION OF THE GOODS. Milwaukee Forge's liability for breach of contract, breach of warranty, strict liability, product liability, recall liability, negligence or any other cause or theory is limited to, at Milwaukee Forge's option, replacement of defective Goods or refund of the purchase price. Under no circumstances will Milwaukee Forge be responsible for loss of use, lost profits, interruption of business, cover or for any special, incidental, indirect, or consequential damages regardless of whether arising from breach of contract, warranty, tort, or otherwise, regardless of whether Milwaukee Forge has or has not been advised of the possibility of such damages or other damages. This limited warranty is void with regard to any Goods altered, misused, not stored properly, or subject to neglect or accident. Milwaukee Forge shall not be responsible to Purchaser under this limited warranty for fit or other compatibility problems when the Goods are used with products of another manufacturer. All oral and written advice provided by Milwaukee Forge relating to the Goods is subject to the foregoing disclaimer of warranties and limitation of damages provision.

Force Majeure: If Milwaukee Forge is prevented from or delayed in performing by a force majeure event, it shall not be liable or responsible for its failure to timely perform, but shall perform as soon as possible after the force majeure event ceases. Force majeure includes, but is not limited to, events beyond Milwaukee Forge's control that affect production or transportation, such as acts of God, acts of war (whether an actual declaration thereof is made or not), acts of government, terrorism, riots, labor strikes, labor lockouts, interruption in telecommunication transmissions or product transportation, materials shortages, delays or sudden severe increases in materials prices or other costs, accident, fire, water damage, flood, earthquake, windstorm, pandemic, government closure order, other natural disasters or catastrophes, and compliance by Milwaukee Forge with any order, action, direction or request of any governmental officer, department, agency, authority, or committee thereof. This provision is intended to be interpreted to expand rather than limit the application of the Section 2-615 of the UCC, as adopted by the law of the applicable jurisdiction set forth in the governing law provision in the Agreement, or if there is no such agreement or provision, as adopted in the State of Wisconsin.

Governing Laws: The Agreement shall be interpreted under the laws of the State of Wisconsin without regard to or application of Wisconsin's conflict of laws principles. The United Nations Convention on Contracts for the International Sale of Goods shall not apply to this Agreement or any part of it. As allowed by the United Nations Convention on Contracts for the International Sale of Goods, the parties specifically disclaim its application. Purchaser consents to the jurisdiction and venue of state and federal courts in Milwaukee, Wisconsin to resolve any dispute between the parties; provided, however, that Milwaukee Forge may institute an action for relief in a different venue with appropriate jurisdiction at its election.

Miscellaneous: The Agreement shall be binding upon and inure to the benefit of the parties and their successors and assigns but is non-assignable by Purchaser without Milwaukee Forge's express written

consent. Nothing contained in the Agreement shall be construed to make the parties partners or joint venturers. Any waiver(s) of Purchaser's noncompliance with these terms must be in writing to be effective and shall not be binding on Milwaukee Forge with respect to any continuing or subsequent noncompliance. To the extent necessary to preserve Milwaukee Forge's rights, all terms of the Agreement shall survive acceptance of and payment for Goods sold, Services provided, as well as cancellation, termination or expiration of the Agreement. There shall be no third party beneficiaries of the Agreement. Section headings are inserted for convenience and do not add to or detract from the Agreement. The Agreement may be amended or altered only in a written document executed by both parties. Milwaukee Forge shall not be contractually bound to any provision except as agreed in a writing executed by an authorized officer of Milwaukee Forge. The invalidity of any provision of the Agreement shall not affect the force or validity of the remaining provisions. In the event that Milwaukee Forge has possession of a mold, die, or other equipment owned by Purchaser, Milwaukee Forge's maintenance and repair obligations shall be limited to those to which it has expressly agreed in writing.