

STANDARD TERMS AND CONDITIONS OF SALE

1. OFFER AND ACCEPTANCE: "Seller" is that entity identified in the quotation, invoice, or other document originated by Seller of the goods or products ("Goods") and services ("Services") referred to herein, such quotation, invoice, or other document being Seller's offer (the "Offer"), and these terms and conditions of sale contained herein, these "Terms", and together with the Offer, this "Agreement") to the buyer named in the Offer ("Buyer"). Buyer's acceptance is expressly limited to the Terms and Seller hereby objects to and rejects any additional or different terms or conditions in Buyer's acceptance, Buyer's purchase order, or other documentation purporting to order the same or equivalent Goods or Services contained in this Agreement. Buyer accepts the Offer as made and all provisions of this Agreement (a) by transmitting, in oral or written form, a Buyer purchase order number, an authorization to proceed, or other request; (b) by issuing any document which orders the same or equivalent Goods or Services referred to herein; (c) by accepting or making any payment for any Goods or Services furnished hereunder; or (d) by any Buyer conduct recognizing the existence of a contract between Buyer and Seller for the Goods and Services referred to herein. 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 the Terms. No modification of the Offer and this resulting Agreement (including any additional or different terms or conditions in Buyer's acceptance) shall be binding on Seller unless Seller expressly agrees (in Seller's sole and absolute discretion) in writing to change this Agreement. Notwithstanding anything to the contrary contained in this Agreement, Seller may, from time to time change the Services without the consent of Buyer provided that such changes do not materially affect the nature or scope of the Services, or the fees or any performance dates set forth in the Offer.

2. PRICE AND QUANTITY: The price for the Goods and Services covered by this Agreement shall be the price shown for such items on the Offer. Prices do not include any federal, state or local taxes, duties, charges or fees of any kind imposed by any governmental authority which may be imposed upon the sale, use, transfer, importation, or transportation of materials or Services and all such costs shall be paid by Buyer.

3. LIMITED WARRANTY: Seller warrants the Goods delivered hereunder to be free from material defects in material and workmanship and to substantially conform to the Specifications for a period of one (1) year from the date of Seller's shipment (the "Warranty"). Seller's sole obligation and Buyer's exclusive remedy for defects in Goods shall be limited, in Seller's sole and absolute discretion, to either repair or replacement of Goods determined to be defective. Repair or replacement of defective Goods shall be FOB Seller's factory (as designated by Seller). Any claim by Buyer must be made by Buyer to Seller in writing within five (5) days of the discovery of the claimed defect but in no event after the expiration of one (1) year from the date of Seller's shipment to Buyer, whichever is earlier. Buyer's failure to so notify Seller of such defects within the above time periods shall bar Buyer from any remedy under this Warranty, or for any recovery of damages or losses due to defects in the Goods. If any of the Goods delivered hereunder have or have components with a shelf life of less than one (1) year, then the warranty period stated herein shall not exceed the shelf life for such Goods.

THIS WARRANTY IS THE SOLE WARRANTY COVERING THE GOODS AND SELLER MAKES NO OTHER WARRANTY OF ANY KIND, WHETHER EXPRESS, IMPLIED OR STATUTORY, AND ALL IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE ARE HEREBY DISCLAIMED BY SELLER AND EXCLUDED FROM THIS WARRANTY. IN NO EVENT SHALL SELLER BE LIABLE FOR CONSEQUENTIAL, COMPENSATORY, PUNITIVE OR INCIDENTAL DAMAGES, NOR FOR DOWNTIME, REMOVAL, OR REINSTALLATION COSTS HOWSOEVER ARISING FROM SELLER'S PERFORMANCE OF THIS AGREEMENT OR THE PERFORMANCE OF THE GOODS.

This Warranty shall not apply to Goods which have been repaired or altered by any person or entity other than authorized representatives of Seller or to damage or defects caused by accident, vandalism, Acts of God, erosion, normal wear and tear, improper selection by Buyer or others, and other causes reasonably beyond Seller's control. This Warranty shall not apply to the misapplication, improper installation, or misuse of the Goods caused by variations in environment, the inappropriate extrapolation of data provided, the failure of Buyer or others to adhere to pertinent specifications or industry practices, or otherwise. Products manufactured by a third party ("Third Party Product") may constitute, contain, be contained in, incorporated into, attached to or packaged together with, the Goods. Third Party Products are not covered by this Warranty.

4. ACCEPTANCE: Rejection of the Goods supplied under this Agreement by Buyer shall only occur if the Goods shipped are materially different than identified in the Offer or fail to meet the Specifications. Any such rejection by Buyer shall occur within a reasonable time after delivery or tender at the Delivery Point of such Goods, but in any event no later than thirty (30) days thereafter. If the Goods are not rejected by Buyer or Buyer's agent in a writing delivered to Seller within said thirty (30) day period, such Goods shall be deemed accepted by Buyer. In the event of Buyer's rejection of the Goods in accordance with the first sentence of this section 4, Seller's liability shall be limited to replacing the rejected Goods within a reasonable time, or to allow credit to the extent of the invoice value of the Goods, in Seller's sole and absolute discretion. Seller shall not be liable for any loss, damage, or expense of any kind, arising from delays due to transportation, installation, Buyer's rejection of Goods, or any other cause whatsoever. Buyer acknowledges and agrees that the remedies set forth in this section 4 are Buyer's exclusive remedies for the delivery of such nonconforming Goods.

5. LIMITATION OF SELLER'S LIABILITY: Seller's liability on any claim of any kind, including claims based upon Seller's negligence, breach of contract, or strict liability in tort, for any loss or damage arising out of, connected with, or resulting from the use of the Goods or Services furnished hereunder or Seller's performance of this Agreement, shall in no case

exceed the purchase price allocable to the Goods or part thereof or Services which specifically give rise to such claim. IN NO EVENT SHALL SELLER BE LIABLE TO BUYER OR ANY THIRD PARTY FOR ANY LOSS OF USE, REVENUE OR PROFIT OR LOSS OF DATA OR DIMINUTION IN VALUE, OR FOR ANY CONSEQUENTIAL, INDIRECT, INCIDENTAL, SPECIAL, EXEMPLARY, OR PUNITIVE DAMAGES WHETHER ARISING OUT OF BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE), OR OTHERWISE, REGARDLESS OF WHETHER SUCH DAMAGES WERE FORESEEABLE AND WHETHER OR NOT SELLER HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, AND NOTWITHSTANDING THE FAILURE OF ANY AGREED OR OTHER REMEDY OF ITS ESSENTIAL PURPOSE.

6. PAYMENT: Seller's invoices for Goods delivered and/or Services performed are net and due and payable in full thirty (30) days from the date of such invoice. Buyer shall pay interest on all past due payments at the maximum rate permitted by law, calculated daily and compounded monthly. Seller reserves a security interest in the Goods pursuant to the Uniform Commercial Code ("UCC") and in all proceeds thereof until payment in full of the purchase price for such Goods. Buyer shall execute and deliver to Seller all such UCC financing statements and other documents as may be requested by Seller for the purpose of perfecting Seller's security interest in the Goods and proceeds. In no event shall Buyer make any setoff or reduction to amounts owed by Buyer to Seller by reason of any Buyer claim or demand against Seller, whether alleged by Buyer to arise under this Agreement, in tort, or otherwise. Any such setoffs or deductions by Buyer shall constitute a material breach of this Agreement. Buyer shall reimburse Seller for all costs incurred in collecting any past due payments, including, without limitation, attorneys' fees. In addition to all other remedies available under these Terms or at law (which Seller does not waive by the exercise of any rights hereunder), Seller shall be entitled to suspend the delivery of any Goods or performance of any Services if Buyer fails to pay any amounts (under this Agreement or any other agreement with Seller) when due and such failure continues for five (5) days following written notice thereof.

7. BUYER'S DEFAULT: Buyer shall maintain in effect all the licenses, permissions, authorizations, consents, and permits that it needs to carry out its obligations under this Agreement. If Buyer fails to make any payment to Seller (under this Agreement or any other agreement with Seller) when due, if Buyer becomes insolvent or Buyer's financial responsibility otherwise becomes impaired or unsatisfactory in Seller's sole and absolute discretion, or if Buyer commits a material breach of this Agreement (or any other agreement with Seller), or inhibits or frustrates Seller's performance of this Agreement (or any other agreement with Seller) by any act or failure to act, Seller may, without breach of contract and without prior notice or demand, suspend or cancel further performance or deliveries due hereunder or terminate this Agreement in its entirety. Buyer shall be liable to Seller for any losses or damages of Seller arising from such Buyer defaults and failures, as well as any resulting delays to Seller's performance. Seller may, in its sole and absolute discretion, resume performance of this Agreement upon Buyer's removal of any inhibiting cause (under this Agreement and/or any other agreement with Seller), and upon Buyer's providing sufficient assurance or security for its performance (under this Agreement and any other agreement with Seller) as Seller in its sole and absolute discretion may determine to be required.

8. WAIVER: The failure of Seller in any one or more instances to enforce one or more of the terms of this Agreement, to exercise any right, power or privilege hereunder, or the waiver by Seller of any breach of this Agreement, shall not be construed as thereafter waiving any terms, conditions, rights, powers or privileges of this Agreement, and the same shall continue and remain in force and effect as if no such failure to enforce had occurred. No waiver by Seller of any of the provisions of this Agreement is effective unless explicitly set forth in writing and signed by Seller.

9. FORCE MAJEURE: Seller shall not be liable or responsible to Buyer, nor be deemed to have defaulted or breached this Agreement, for any failure or delay in fulfilling or performing any term of this Agreement when and to the extent such failure or delay is caused by or results from acts or circumstances beyond the reasonable control of Seller including, without limitation, acts of God, flood (or other adverse weather conditions), fire, earthquake, explosion, accidents, necessary repairs to machinery, governmental actions, laws or regulations (now or hereafter in effect), war, invasion, or hostilities (whether war is declared or not), terrorist threats or acts, riot, or other civil unrest, national emergency, revolution, insurrection, epidemic, pandemic, lockouts, strikes or other labor disputes (whether or not relating to the workforce of Seller), or restraints or delays affecting carriers or inability or delay in obtaining supplies of adequate or suitable materials, materials or telecommunication breakdown or power outage. In the event of any of the foregoing, Seller shall have the right to allocate and reschedule production and delivery of Goods and/or Services to Buyer as Seller, in its sole discretion and absolute discretion, shall deem fair and practical, without liability to Seller.

10. DELIVERY OF GOODS AND PERFORMANCE OF SERVICES: (a) The Goods will be delivered within a reasonable time after the receipt of Buyer's purchase order, subject to availability of finished Goods. Sales and delivery of the Goods provided hereunder are EX Works point of manufacture, Incoterms® 2020 (the "Delivery Point") unless Seller's Offer expressly states otherwise. Title and risk of loss shall pass to Buyer upon Seller's delivery at the Delivery Point and, for the avoidance of doubt, Seller shall not be liable for any delays, loss, or damage in transit unless expressly set forth in the Offer. Any packaging and crating costs of Goods for purposes of export (or similar or related costs) shall be the responsibility of Buyer unless expressly set forth in the Offer. If Seller, in its sole and absolute discretion, chooses to assist Buyer with loading any Goods for Buyer at the Delivery Point, Seller shall use reasonable care for such loading and will load without an additional cost to Buyer, but Seller will under no circumstances have any responsibility for any related damage to any Goods. Seller may, in its sole and absolute discretion, without liability or penalty, make partial

shipments of Goods to Buyer. Each shipment will constitute a separate sale, and Buyer shall pay for the units shipped whether such shipment is in whole or partial fulfillment of Buyer's purchase order. If for any reason Buyer fails to accept delivery of any Goods on the date fixed pursuant to Seller's notice that such Goods have been delivered at the Delivery Point, or if Seller is unable to deliver such Goods at the Delivery Point on such date because Buyer has not provided appropriate instructions, documents, licenses or authorizations: (i) risk of loss to such Goods shall pass to Buyer; (ii) such Goods shall be deemed to have been delivered; and (iii) Seller, at its option, may store such Goods until Buyer picks them up, whereupon Buyer shall be liable for all related costs and expenses (including, without limitation, storage and insurance). (b) Seller shall use reasonable efforts to meet any performance dates to render the Services specified in the Offer, and any such dates shall be estimates only. With respect to the Services, Buyer shall (i) cooperate with Seller in all matters relating to the Services and provide such access to Buyer's premises, and such office accommodation and other facilities as may reasonably be requested by Seller, for the purposes of performing the Services; (ii) respond promptly to any Seller request to provide direction, information, approvals, authorizations, or decisions that are reasonably necessary for Seller to perform Services in accordance with the requirements of this Agreement; and (iii) provide such customer materials or information as Seller may request to carry out the Services in a timely manner and ensure that such customer materials or information are complete and accurate in all material respects

11. **DELAY, TERMINATION, OR CANCELLATION BY BUYER:** Seller shall be entitled to recover all costs, expenses, and damages suffered as a result of Buyer's cancellation, or termination of this Agreement, or Buyer's delay of Seller's performance under this Agreement. Buyer shall be liable to Seller for the greater of (a) any unpaid balance due Seller pursuant to the terms of any outstanding invoices with respect to this Agreement; and (b) Seller's actual cost of production of the Goods to be produced by Seller pursuant to the terms of this Agreement through such date as Seller receives written notice of Buyer's cancellation, plus twenty percent (20%) of the purchase price set forth herein. For purposes of the preceding sentence, "Seller's actual cost of production" shall mean Seller's actual costs of labor, materials and fully burdened overhead associated with the manufacture and sale of the Goods to Buyer. Notwithstanding any provision herein to the contrary, the remedies available to Seller pursuant to the terms of this section shall not be exclusive and, in the event of cancellation of this Agreement by Buyer, Seller shall have the right to elect any remedies available to Seller at law or in equity. If Seller's performance of its obligations under this Agreement is prevented or delayed by any act or omission of Buyer or its agents, subcontractors, consultants, representatives or employees, Seller shall not be deemed in breach of its obligations under this Agreement or otherwise liable for any costs, charges, or losses sustained or incurred by Buyer, in each case, to the extent arising directly or indirectly from such prevention or delay.

12. **PATENTS:** To the extent the Goods covered by this Agreement are manufactured pursuant to designs and Specifications provided by Buyer, Buyer shall indemnify and save harmless Seller, its agents, employees, subcontractors, affiliates or representatives, from any expense, cost, loss, damage or liability for infringement of any patents with respect to such items and their process of manufacture and Buyer agrees at its own expense to defend or assist, in Seller's sole and absolute discretion, in the defense of any action in which such infringement is alleged with respect to the manufacture, sale or use of such Goods delivered hereunder.

13. **ASSISTANCE BY SELLER:** No recommendation or statement made or assistance given by Seller, its agents, employees, subcontractors, affiliates or representatives, in connection with the installation, application, storage, transportation, or use of the Goods furnished hereunder shall constitute a waiver by Seller of any of the provisions herein, or enlarge Seller's liability, as herein defined, or be deemed to provide any warranty in excess of those Seller warranties set forth herein.

14. **ATTORNEY FEES AND EXPENSES:** If Seller is required to file suit or take other legal action to enforce any of its rights hereunder Buyer shall pay the attorney fees and expenses incurred by Seller.

15. **SALES:** All sales are final. Any return of Goods shall be subject to the prior written consent of Seller.

16. **SPECIFICATIONS, APPLICATION, AND USE:** Buyer agrees to furnish to Seller, without cost, all necessary designs, drawings, specifications, engineering and mathematical data, and other such information (collectively, "Specifications") for the manufacture of the Goods as requested by Seller. Buyer shall furnish one set of (a) general specifications and drawings, and (b) mathematical data. All mathematical data furnished hereunder shall be furnished in a format mutually acceptable to Buyer and Seller. Seller shall not be responsible for errors in Specifications nor shall Seller be responsible for manufacturing to tolerances stated in error by Buyer. Buyer shall be responsible for the performance of Goods produced to Buyer's Specifications. Buyer shall be responsible for determining the appropriate use or application of Seller's Goods for Buyer's requirements, notwithstanding Buyer's solicitation of, or Seller's providing advice or recommendations to Buyer. Buyer waives any claim against Seller, and Seller's agents, employees, subcontractors, affiliates or representatives, arising out of Buyer's selection, application or use of the Goods furnished hereunder. Buyer shall indemnify, defend and save harmless Seller and its agents, employees, subcontractors, affiliates and representatives from any claim or suit for personal injury (including death), property damage, or other liability arising out of the improper selection, improper application, or any misuse of Seller's Goods or failure to follow Seller's application, installation, or safety instructions, or proper industry standards.

17. **CONFIDENTIAL INFORMATION:** All non-public, confidential or proprietary information of Seller, including but not limited to, specifications, samples, patterns, designs, plans, drawings, documents, data, business operations, customer lists, pricing, discounts, or rebates, disclosed by Seller to Buyer, whether disclosed orally or disclosed or accessed in written, electronic or other form or media in connection with this Agreement is confidential, may be used solely for the use of performing this Agreement and may not be disclosed or copied unless authorized in advance by Seller in writing. Upon Seller's request, Buyer shall

promptly return all documents and other materials received from Seller. Seller shall be entitled to injunctive relief for any violation or threatened of this section 17. This section 17 does not apply to information that is: (a) already in the public domain without breach of this section; or (b) rightfully obtained by Buyer on a non-confidential basis from a third party.

18. **RELATIONSHIP OF THE PARTIES; NO THIRD-PARTY BENEFICIARIES:** The relationship between Seller and Buyer is that of independent contractors. Nothing contained in this Agreement shall be construed as creating any agency, partnership, joint venture or other form of joint enterprise, employment or fiduciary relationship between Seller and Buyer, and neither party shall have authority to contract for or bind the other party in any manner whatsoever. This Agreement is for the sole benefit of Seller and Buyer and their respective successors and permitted assigns and nothing herein, express or implied, is intended to or shall confer upon any other person or entity any legal or equitable right, benefit, or remedy of any nature whatsoever under or by reason of these Terms.

19. **GOVERNING LAW; JURISDICTION:** All matters arising out of or relating to this Agreement are governed by and construed in accordance with the internal laws of the State of Ohio without giving effect to any choice or conflict of law provision or rule (whether of the State of Ohio or any other jurisdiction) that would cause the application of the laws of any jurisdiction other than those of the State of Ohio. Any legal suit, action, or proceeding arising out of or relating to this Agreement shall be instituted in the federal courts of the United States or the courts of the State of Ohio in each case located in the City of Toledo and County of Lucas, and each of Seller and Buyer irrevocably submits to the exclusive jurisdiction of such courts in any such suit, action, or proceeding. If security interest filings are made by Seller, pursuant to section 6 (Payment), the UCC as enacted in the State wherein the filings are made shall govern such security interest and related filings.

20. **NOTICE:** All notices, requests, consents, claims, demands, waivers, and other communications hereunder (each, a "Notice") shall be in writing and addressed to the respective party at the addresses set forth on the face of the Offer or to such other address that may be designated by the receiving party in writing. All Notices shall be delivered by personal delivery, nationally recognized overnight courier (with all fees pre-paid), facsimile or email (with confirmation of transmission), or certified or registered mail (in each case, return receipt requested, postage prepaid). Except as otherwise provided in this Agreement, a Notice is effective only (a) upon receipt of the receiving party, or (b) if the party giving the Notice has complied with the requirements of this section 20.

21. **SEVERABILITY; SURVIVAL:** 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 provision of this Agreement or invalidate or render unenforceable such term or provision in any other jurisdiction. Provisions of these Terms which by their nature should apply beyond their terms will remain in force after any termination or expiration of this Agreement including, but not limited to, the following provisions: section 17 (Confidential Information), section 19 (Governing Law; Jurisdiction) and section 21 (Severability; Survival).

22. **FINAL AGREEMENT:** This Agreement comprises the entire agreement between Buyer and Seller, and supersedes all prior or contemporaneous understandings, agreements, negotiations, representations and warranties, and communications, both written and oral, and there are no understandings or agreements between Buyer and Seller relating to this Agreement which are not fully expressed herein, and no change shall be made to this Agreement unless it is made in writing and signed by duly authorized officers of Buyer and Seller. No part of Buyer's contract(s) with Buyer's customer(s) is included in this Agreement, except as may be specifically and expressly incorporated in Seller's written quotation to Buyer. Buyer may not assign or otherwise delegate any of Buyer's obligations under this Agreement without Seller's express prior written consent. Any purported assignment or delegation in violation of this section 22 is null and void. No assignment or delegation relieves Buyer of any of its obligations under this Agreement.