



TERMS AND CONDITIONS OF SALE

1. EXCLUSIVE TERMS, CONDITIONS AND LIMITATIONS OF OFFER.

These Terms and Conditions of Sale ("Terms") set forth the exclusive terms and conditions on which Seller is offering to sell the goods and/or services described on the face of the accompanying Customer Acknowledgement form or referenced in a Seller quotation, invoice, or Terms (collectively the "Products") to the buyer named in the Customer Acknowledgement accompanying these Terms and Conditions of Sale ("Buyer"). Neither the provision of these Terms nor any commencement of work necessary to sell such Products is an acceptance of any offer of Buyer. Any agreement between Buyer and Seller is expressly made conditional on Buyer's assent to these Terms. Acceptance or acknowledgement by Buyer of these Terms is expressly and exclusively limited to the terms, conditions and limitations herein and on the face hereof, such terms, conditions and limitations being the only terms, conditions and limitations to which Seller will agree, which supersede all prior statements, proposals, negotiations, representations and agreement and shall constitute the entire agreement between Seller and Buyer. These Terms take precedence over all other terms, conditions and limitations on Buyer's purchase order and other forms and documents of the Buyer or any other person or entity which are inconsistent herewith or in addition hereto. This serves as a written objection to and rejection of all such inconsistent or additional terms, conditions and limitations. The terms, conditions and limitations herein can be modified, altered or added to only by a subsequent written instrument signed by an authorized officer of Seller which shall set forth with particularity (and not through incorporation by reference) the precise terms, conditions and limitations modified, altered or added to with specific written reference to the terms, conditions and limitations of this Terms which are modified, altered or added to. No prior inconsistent course of dealing, course of performance or usage of trade, if any, shall constitute a waiver or interpretation of these Terms. Any references by Seller to Buyer's specifications and similar requirements are only to describe the Products provided under this Terms and no warranties and/or other terms or conditions contained in Buyer's specifications shall have any force or effect. Typographical or clerical errors on the face hereof or on any Seller quotation, invoice, or Terms are subject to correction.

2. PRICE ADJUSTMENT AND PAYMENT; QUANTITIES

Unless otherwise indicated, the prices and charges quoted by Seller for Products shall be invoiced at the same prices and charges. Such purchase price must be paid in accordance with the terms on the face of this Customer Acknowledgement without deductions, set-offs, counterclaims, back charges or any other charges whatsoever. Weights and quantities shown hereon are estimated. Unless otherwise agreed, invoice weights and/or lengths may vary by up to 10%, and Buyer shall pay for the actual amount shipped and invoiced.

3. DELIVERY, RISK OF LOSS AND TITLE.

Unless otherwise agreed by Seller, all deliveries shall be FOB Seller's point of shipment (Incoterms 2020), and freight shall be paid by Buyer. Seller will make commercially reasonable efforts to comply with Buyer's request as to method and route of transportation. Estimated dates for delivery are approximate and are provided to Buyer on the basis of Seller's estimate for informational purposes only, and they are not guaranteed. Unless otherwise specified on the face hereof, title and risk of loss of goods shall pass to Buyer upon Seller's delivery to carrier or upon tender to Buyer's agent, whichever first occurs. Buyer shall at all times bear risk of loss or damage, and in no event shall Seller be liable for loss of damage to any material provided to Seller for the performance of services hereunder. Buyer shall be responsible for filing and pursuing claims with carriers for loss or damage in transit. Buyer shall be responsible for obtaining any necessary transportation permits unless that responsibility is expressly assumed by Seller in a signed writing.

4. PACKAGING, LOADING OR BRACING REQUESTS.

Seller will use reasonable means to comply with any packaging, loading or bracing requests made by Buyer. Any extra costs due to compliance with such requests may be charged to Buyer. If no packaging, loading or bracing requests are made by Buyer, Seller shall use its customary practices for the method of transportation used for such Products.

5. WARRANTY AND LIMITATIONS OF WARRANTY.

Seller warrants that all Products sold to Buyer pursuant hereto will, at the time of delivery, conform to Seller's standard specifications (unless otherwise agreed in advance between Seller and Buyer, with appropriate documentation), manufacturing and commercial tolerances, variations and practices. All services will be performed by Seller using commercially reasonable efforts which are defined by industry standards subject to the capabilities and tolerances of Seller's existing equipment and processes. With respect to any toll processing provided to Buyer by Seller, Seller assumes no responsibility for the cost of the material being processed. Seller takes exception to, and does not warrant compliance with, any subjective terms used in Product specifications, including (but not limited to) terms such as "uniform," "sound," "free from foreign materials," "imperfections," "unusual visual condition" and "good manufacturing and inspection practices." Any samples provided are solely for the purpose of evaluating the Products and do not constitute or create warranties of any kind, express or implied. THE AFORESAID WARRANTY IS IN LIEU OF ALL OTHER WARRANTIES, EXPRESS OR IMPLIED. ALL IMPLIED WARRANTIES ARE HEREBY EXPRESSLY DISCLAIMED, INCLUDING, WITHOUT LIMITATION, WARRANTIES OF MERCHANTABILITY AND OR FITNESS FOR A PARTICULAR PURPOSE. No promise or



affirmation of fact made by any employee, agent or representative of Seller shall constitute a warranty or give rise to any liability or obligation. BUYER'S REMEDY FOR NONCONFORMING PRODUCTS SHALL BE LIMITED TO THE REPAIR OR REPLACEMENT OF NONCONFORMING PRODUCTS FOB SELLER'S PLANT (INCOTERMS 2020) OR (AT SELLER'S OPTION) A CREDIT FOR THE PURCHASE PRICE OF SUCH NONCONFORMING PRODUCTS IF THE PRODUCTS ARE RETURNED. THE REPAIR, REPLACEMENT OR CREDIT FOR THE PURCHASE PRICE OF NONCONFORMING PRODUCTS CONSTITUTES FULFILLMENT OF ALL LIABILITIES OF SELLER TO BUYER UNDER ANY AND ALL WARRANTIES, INCLUDING LIABILITY BASED IN CONTRACT, TORT AND/OR STRICT LIABILITY BUYER'S REMEDY FOR NONCONFORMING SERVICES SHALL BE LIMITED TO REPERFORMANCE OF THE SERVICES OR, IF IN SELLER'S SOLE OPINION THE SERVICES CANNOT BE REPERFORMED, REFUND OF THE PURCHASE PRICE OF SUCH NONCONFORMING SERVICES. THE REPERFORMANCE OR REFUND OF THE PURCHASE PRICE OF NONCONFORMING SERVICES CONSTITUTES FULFILLMENT OF ALL LIABILITIES OF SELLER TO BUYER UNDER ANY AND ALL WARRANTIES, INCLUDING LIABILITY BASED IN CONTRACT, TORT AND/OR STRICT LIABILITY. IN NO EVENT SHALL THE LIABILITY OF SELLER EXCEED THE PURCHASE PRICE OF THE SERVICES. The foregoing constitutes the final expression by Seller of its warranty. Such warranty cannot be modified or supplemented except in writing by Seller signed by an authorized officer of Seller. This warranty is provided by Seller solely to Buyer and applies to all Products and services sold by Seller to Buyer.

6. **FORCE MAJEURE.**

Seller shall not be liable for any losses or damages resulting from delay or failure of delivery or performance due to causes beyond Seller's control, including, without limitation, plant conditions, strike, differences with workmen, lockout, or any labor shortage or difficulty, fire, flood, accident, quarantine restrictions, earthquake, tornado, epidemic, pandemic or other casualty or act of God, war, riot, civil disobedience or other emergency or acts of civil or military authorities, compliance with orders, priorities or requests of any governmental agencies, embargoes, failure of Seller's suppliers to meet delivery schedules or any shortage of raw materials howsoever caused, inability or delay in obtaining labor, materials, cars, trucks, fuel or machinery necessary for transportation, delays in Seller's Credit Department receiving information upon which its approval of this order is based, or any other cause, condition or contingency beyond the reasonable control of Seller, whether similar to those enumerated or not. In the event of any of the foregoing, Seller shall give written notice to Buyer and may apportion its production and all stock material among its customers in such manner as it may consider equitable and extend the time of performance by the period of such delay.

7. **TECHNICAL DATA, ADVICE, SPECIFICATIONS.**

Any technical data, production data, production estimates and/or performance figures, advice, drawings and specifications furnished by Seller with respect to Products supplied and the use of such Products is given without charge, and Seller assumes no obligation or liability for any damages, consequential, incidental, special, liquidated, penal or otherwise for such data, estimates, advice, drawings and specifications given or result obtained irrespective of whether claims or actions with respect to such are based upon contract, tort, strict liability, warranty or otherwise. All such data, estimates, figures, advice, drawings and specifications shall be given and accepted at Buyer's risk, and Buyer shall treat such information as confidential and not disclose or use it unless Seller agrees otherwise. Catalogs, circulars and similar pamphlets of the Seller are issued for general information purposes only and shall not be deemed to modify the provisions hereof or create any warranties. In the event that Seller is providing Products hereunder which are experimental or are made or produced by an experimental process, then Buyer shall treat as confidential any technical data, specifications, and information of Seller relating thereto and not disclose to others or use the same for any other purpose.

8. **CLAIMS.**

In order to insure prompt inspection by Buyer, Seller must be notified in writing concerning the nonconformity of the Products to the description on the face hereof as soon as practicable and in no event later than thirty (30) days after Buyer receives the Products or should have discovered such nonconformity, whichever occurs first. Such written notice shall set forth with particularity the nature and extent of the nonconformity. All claims for shortages must be made in writing within twenty (20) days after receipt of the Products by Buyer or its agent and specify with particularity the exact shortage. Consignees must give immediate written notice to the carrier's agent at destination in the event of damage or loss in transit. In no event shall Seller be responsible for claims resulting in whole or in part, directly or indirectly, from the use, misuse or abuse of nonconforming Products or for the costs of labor and/or materials expended on any such Products. Failure to furnish such written claim within such prescribed period of time shall terminate all liability of Seller. Seller must be given the opportunity upon written demand to inspect the Products claimed to be nonconforming. Nonconforming Products will be returned to Seller upon receipt of Seller's authorization to do so. All transportation costs with respect to such returns shall be paid by Seller. Buyer must demonstrate to the reasonable satisfaction of Seller that any nonconformity alleged was solely caused by a breach by Seller of its warranty.

9. **LIMITATION OF LIABILITY.**

SELLER SHALL NOT UNDER ANY CIRCUMSTANCES BE LIABLE UNDER ANY THEORY OF LIABILITY FOR ANY INDIRECT, SPECIAL, INCIDENTAL, PUNITIVE, EXEMPLARY OR CONSEQUENTIAL DAMAGES, INCLUDING, WITHOUT LIMITATION, ANY LOSS OF INCOME, PROFITS OR PRODUCTION; ANY REPROCUREMENT COSTS; INCREASES IN THE COST OF OPERATIONS; OR DAMAGES TO MATERIAL. IN NO EVENT SHALL SELLER'S CUMULATIVE LIABILITY UNDER ANY AND ALL LEGAL THEORIES EXCEED THE PURCHASE PRICE OF THE AFFECTED PRODUCTS.



10. CHANGES, TERMINATION OR CANCELLATION.

(a) After acceptance of an order, Seller shall have the right to change, terminate or cancel the order because of any of the force majeure circumstances set forth in Paragraph 9 hereof or other circumstances which may be deemed to require allocation of production or delivery by Seller, including but not limited to the effect on any laws, ordinances, regulations directives, or administrative or other governmental actions, the compliance with which Seller shall deem to require such change or cancellation. No such change or cancellation by Seller shall be deemed to be a breach of any provision, term, condition or covenant of these Terms. (b) After Buyer places an order, the order shall not be changed, terminated, cancelled or modified by Buyer nor shall Buyer hold up releases of Products manufactured or processed except with Seller's written consent, which consent shall be conditioned upon compliance with the terms and conditions hereof and the agreement of Buyer to indemnify Seller against all resulting loss. (c) Insistence by Buyer upon cancellation (other than as permitted in subparagraph (b) above) or suspension of manufacture, processing, shipment or delivery or failure to furnish data or specifications when requested or required will be treated as a breach of contract.

11. CREDIT APPROVAL.

Payment terms as herein provided, work to be performed by Seller and shipments shall at all times be subject to the approval of Seller's Credit Department. If Seller has any doubts as to Buyer's ability to pay, or if Buyer fails to fulfill the terms and conditions of payment herein and on the face of the accompanying Customer Acknowledgement form, Seller may decline to perform any further shipment or delivery hereunder until Seller receives satisfactory security, which may include, but is not limited to, full or partial prepayment. In the event of anticipatory breach by Buyer or if the financial condition of Buyer at any time does not, in the reasonable judgment of Seller, justify continuance of the work to be performed by Seller hereunder on the terms of payment originally specified, Seller may require full or partial payment in advance or may cancel any order(s) then outstanding and Buyer shall reimburse Seller for its cancellation charges.

12. TERMS OF PAYMENT; DEFAULT.

All payments shall be made in U.S. Dollars. Subject to approval by Seller's Credit Department, terms of payment are as set forth on the face of the Customer Acknowledgement for accompanying these Terms. In the absence of such provisions on the face hereof, payment terms shall be net thirty (30) days from the date of invoice. Amounts unpaid after the payment term shall accrue interest compounded monthly at the annual rate of 18% or the maximum legal rate, if less. Buyer hereby grants to Seller a security interest in all Products subject to this Order Acknowledgement (except for work by Seller on Buyer's goods) until the complete purchase price is paid by Buyer. If Buyer shall fail to make payments under these Terms or any other agreement between Buyer and Seller in accordance with the terms hereof or thereof, Seller may defer further shipments and defer rendering further services until such payments are made or, at its option, cancel the relevant purchase order with respect to any balance.

13. PAYMENT OF FREIGHT, TRANSPORTATION, TAXES AND OTHER GOVERNMENT CHARGES BY BUYER.

Unless otherwise specified by Seller, the purchase price of the Products covered by this Terms does not include present or future freight charges, if applicable, nor does it include transportation, customs duties, sales, use, excise, or any similar tax or other governmental charge upon or with respect to the sale, purchase, manufacture, processing, fabrication, delivery, storage, use and consumption, or transportation of such Products which Seller may be required to pay or collect under any existing or future law. Consequently, in addition to the price specified in this Terms, the amount of freight charges and transportation taxes and any present or future sales, use excise or any similar tax or other governmental charges applicable to this Terms and to the sale and/or furnishing of the services required by this Terms shall be paid by Buyer, or in lieu thereof in the case of taxes. Buyer shall provide Seller with a tax exemption certificate acceptable to applicable taxing authorities. Whenever applicable, such tax or taxes or other governmental charges will be added to the invoice as a separate charge to be paid by Buyer. Buyer shall pay or reimburse Seller if Seller pays, any and all Federal, state, foreign, municipal or other local taxes, charges, including lighterage, wharfage, landing charges, handling charges, tolls, dues, demurrage and other charges not regularly included in the ocean freight rate, and all import and other duties, customs and tariffs imposed the Products or the delivery or use thereof, or upon any act done or document of title or other instrument used in connection with the transaction, and any and all such taxes, tariffs, duties or charges imposed upon or measured by the sales contemplated herein or the purchase price payable hereunder. In furtherance of the foregoing and not in limitation, and without regard to the applicable delivery term, Seller shall have the right to immediately increase the price of the Products to cover the amount of any duties, taxes, tariffs, customs formalities or other Federal (including, without limit, under Section 232 of Trade Expansion Act of 1962 and Section 301 of the Trade Act of 1974), state, municipal or foreign governmental charges imposed upon import of the Products or import of the work in process, raw materials or other supplies used by Seller to manufacture the Products ("Import Duties"). Notwithstanding the delivery term applicable to these Terms, Buyer expressly waives any right to claim force majeure or any other legal or equitable right to terminate, suspend or amend these Terms as a result of any import duties or other charges referenced in this section or otherwise avoid its obligation to pay any import duties or other charges referenced in this section.

14. NO WAIVER.

Failure of Seller to enforce any of the terms, conditions and limitations of this Terms shall not be construed as a waiver thereof or a waiver of any other terms, conditions or limitations herein or on the face hereof, and the failure of Seller to exercise any rights arising from default of Buyer or otherwise shall not be deemed to be a waiver of such right or any other



right. The terms, conditions and limitations herein and on the face hereof may be enforced and the rights of Seller may be enforced at any time in whole or in part.

15. **BINDING AGREEMENT; ASSIGNMENT.**

These Terms will be deemed to have been accepted by Buyer if Seller has not been notified to the contrary in writing within fifteen (15) days of Buyer's receipt hereof, or by the action of Buyer in accepting Products or tendering full or partial payment for all or any part of the Products covered by these Terms. Buyer may not thereafter assign its obligations hereunder to any other person or entity without the written approval of Seller.

16. **APPLICABLE LAW.**

The laws of the State of Pennsylvania (other than Pennsylvania's choice of law rules) shall apply in interpreting these Terms and any order placed under these Terms. The United Nations Convention on Contracts for The International Sale of Goods (the "CISG") shall not apply. If any clause or provision of these terms and conditions shall be held in violation of applicable law or otherwise invalid or unenforceable, these Terms shall be interpreted as if such provisions were limited to the extent legally permitted or, if such clause or provisions is prohibited in its entirety, it shall be null and void and these Terms as so modified shall remain in full force and effect. Any controversy, dispute or claim arising out of or relating to these Terms may be submitted to a court of law having competent jurisdiction in Pennsylvania to resolve the dispute. The parties hereby consent to the jurisdiction of the state and federal courts located in Pennsylvania for purposes of any lawsuit brought in connection with these Terms or any order placed under these Terms.

17. **ADDITIONAL CLAUSES.**

Any clause required to be included in an agreement of this type by an applicable law or administrative regulation having the effect of law shall be deemed to be incorporated herein. Acceptance and execution of orders accepted by reason of any law or administrative regulation having the effect of law, or in order to carry out the intent or purpose of any law or regulation or to acquiesce in a request by a government agency or official thereof are contingent upon the continuation in effect of such law, regulation or request and may be cancelled by Seller upon the expiration or withdrawal of such law, regulation or request, provided, however, that Seller at its option may complete such orders. Buyer shall notify Seller in writing of any applicable mandatory flow-down provisions in the case of government orders. Safety Data Sheets have been prepared for the Products and will be made available to Buyer upon request.

18. **INTEGRITY; NONDISCLOSURE.**

Seller values highly the confidence and goodwill of its customers and suppliers. Seller competes only on the basis of merit, and expect Buyer and all of its customers to judge and purchase its Products solely on the basis of quality, price, delivery and service. Gifts and gratuities to people that are intended to influence purchasing and sales decisions are prohibited. This policy applies in all relationships with our customers and suppliers. Buyer shall not give, or offer to give, anything of value to any foreign government official to obtain or maintain business involving the Products or otherwise obtain a business advantage, and Buyer shall comply in all respects with the Foreign Corrupt Practices Act, the UK Bribery Act, and the OECD Antibribery Convention. It may become necessary for a party to disclose to the other party information which the disclosing party considers confidential and/or proprietary. The receiving party shall have a duty to protect all information that is disclosed by the disclosing party in any manner. The receiving party shall not disclose the disclosing party's information to any third party without the prior written consent of the disclosing party and shall limit its disclosure to its employees having a need to know such information. The receiving party shall protect the disclosing information by using the same degree of care (but not less than a commercially reasonable degree of care) used to prevent the unauthorized disclosure of the receiving party's own information of a similar nature.

19. **PATENTS; TRADEMARKS; UNPATENTED INFORMATION.**

If any Products sold hereunder are to be prepared or manufactured according to Buyer's specifications, Buyer shall indemnify and save harmless Seller against any claims or liability for violation of any intellectual property rights, including patent, trade secret or trademark rights, owned or controlled by third parties in the United States or in any other country on account of such preparation or manufacture. The sale of Products covered by these Terms shall not expressly or impliedly grant to Buyer any right or license of any kind under any patent, patent application, or other industrial property right owned or controlled by Seller or its affiliates, but the foregoing shall not be understood to limit in any way the right of Buyer to use and sell such Products, in the events such Products, as sold hereunder, are covered by any such patent. Seller warrants that the Products, in and of themselves, will not infringe on the intellectual property rights of any third party, but there is no warranty that the use of any Products may not infringe patent rights of others. Any intellectual property, whether or not such intellectual property is protectable, developed by Seller in performance of its obligations under these Terms will remain the sole and exclusive property of Seller, and Buyer shall have no rights in such intellectual property (except to the extent developed solely in performance of the order covered hereby).

20. **COMPLIANCE WITH LAW; EXPORT RESTRICTIONS.**

The ultimate shipment by Seller of Products under these Terms is subject to Buyer's compliance with all applicable laws. In addition, the right and ability of Seller to make such sales under all decrees, statutes, rules and regulations of the U.S. Government presently in effect or which may be in effect hereafter, which govern exports or otherwise pertain to export controls. Any order which cannot be fulfilled due to the inability of Seller to obtain necessary export approvals including any required export license shall be considered rejected by Seller upon receipt of order. In the event the Products are



exported from the United States or re-exported from a foreign destination by Buyer, Buyer shall ensure that the distribution and export/re-export of the Products take place in compliance with all laws, regulations, orders or other restrictions including the U.S. Export Administration regulations. Buyer agrees that neither it nor any of its subsidiaries will export/re-export any Products, technical data or process, directly or indirectly, to any country for which the United States government or any agency thereof requires an export license or other government approval without first obtaining such license or approval. These Terms are for the sale of commercial items unless otherwise specified herein. Seller does not agree to any government terms (including Military or other Government Specifications, Federal Acquisition Regulations or other Government Procurement Standards) unless otherwise expressly agreed or required by applicable law.

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