



The following Standard Terms & Conditions of Sale (“Terms & Conditions”) shall apply to all quotations and offers made by Concast Metal Products Company (the “Company”) and to all purchase orders and confirmations submitted to the Company. All sales of goods, products and services of the Company (collectively, “Products”) shall be governed solely and exclusively by the below Terms & Conditions.

ANY DIFFERENT OR ADDITIONAL TERM OR CONDITION OF SALE, WHETHER OR NOT MATERIAL, PROPOSED BY THE BUYER OF ANY PRODUCTS OR CONTAINED IN ANY PURCHASE ORDER OR CONFIRMATION SUBMITTED TO THE COMPANY IS HEREBY REJECTED. THESE STANDARD TERMS & CONDITIONS SHALL NOT BE CONSTRUED AS AN ACCEPTANCE OF ANY OFFER OR A CONFIRMATION OF ANY ORAL DISCUSSION. Instead, the Company agrees to sell Products to the Buyer solely and exclusively on basis of the following Terms & Conditions:

1. **ACCEPTANCE:** Acceptance by the Company of the Buyer’s order is expressly conditioned upon Buyer’s agreement to each of these Terms & Conditions. Any inconsistent or additional terms or conditions contained in Buyer’s purchase order, purchase contract, confirmation or other document are hereby rejected. The Terms & Conditions may be modified only by a single written instrument executed by the Buyer and the Company. These Terms & Conditions constitute the entire agreement between the Company and the Buyer with respect to the subject matter contained herein and supersede all prior oral or written representations, warranties, agreements and understandings.

2. **PRICES AND TAXES:** All prices quoted by the Company shall be subject to change without notice due to metal price and commodity fluctuations. Unless otherwise stated in the Company’s sales quotation, all pricing is quoted F.O.B., the Company’s facility at State Route 113 Birmingham, Ohio. The amount of any local, State or Federal tax levied on the Products shall be added to the amount due from Buyer and shall remain the sole responsibility of Buyer. The Company reserves the right to revise payment terms if at any time the Company, acting in its sole discretion, deems the credit worthiness of the Buyer to be in question. The Buyer shall pay, to the extent permitted by law, all reasonable costs and expenses, including attorney fees and costs incurred by the Company, in connection with any collection action for payment of the amounts due to the Company. If the Products ordered from the Company are to be delivered over a specified period of time following the order date, or if the purchase order provides for a specific quantity or estimated quantity of Product based on an estimated need, the Buyer agrees to accept shipment of all Products ordered and estimated in the purchase order and to pay for such Products in accordance with this Section 2 on or before the date that such payment is due.

3. PACKAGING: Products shipped in one-way containers (e.g., barrels, canisters, sacks, bags, cartons, etc.) shall become the property of the Buyer and shall not be returned to the Company, but shall be properly and lawfully disposed of by Buyer. The packaging of Products shipped in returnable containers shall remain the property of the Company and the Buyer shall return all such containers to the Company in the same condition they were in upon receipt. The Buyer shall be liable for the failure to return such containers. Products shipped in containers are invoiced at their net weight.

4. DELIVERY: All times, dates and schedules specified for the delivery of Products shall be understood to be approximate and are based on estimates made on the date of receipt of Buyer's order. The Company shall not incur any liability, either direct or indirect, nor shall any order be cancelled, because of or as a result of any delays in meeting such times, dates and schedules. The Company reserves the right to satisfy delivery of Products through partial deliveries and part performance.

5. FORCE MAJEURE: The Company shall in no event be responsible or liable for any delays or failures in manufacture or delivery due to any cause or condition beyond the control of the Company, including, without limiting the generality of the foregoing, pandemics, supply chain issues, strikes or other labor difficulties, fire, floods, inability to secure transportation facilities, actions of the elements, shortage of materials or equipment, riots or other civil commotion, and war.

6. PRODUCT SELECTION AND SUITABILITY: The Company shall have no responsibility or liability for Buyer's handling, fabrication, installation or other use of any Product sold to the Buyer, or for such Products' conformance with applicable Federal, state, local or foreign laws, rules, regulations, and ordinances. **IN NO EVENT SHALL THE COMPANY BE RESPONSIBLE FOR ANY INJURY, LOSS OR DAMAGE ARISING OUT OF THE BUYER'S IMPROPER SELECTION, MISAPPLICATION OR MISUSE OF ANY PRODUCT.**

BUYER HEREBY ACKNOWLEDGES AND AGREES THAT IT WILL BE SOLELY RESPONSIBLE FOR ANY DAMAGES OR INJURIES THAT ARISE FROM ITS SELECTION, HANDLING, FABRICATION OR INSTALLATION OF ANY PRODUCTS PURCHASED FROM THE COMPANY INCLUDING, WITHOUT LIMITATION, INJURIES OF DAMAGES ASSOCIATED WITH ANY COMPONENTS OR PARTS MADE WITH OR FROM ANY PRODUCT. EXCEPT AS PROVIDED IN THE PRODUCT SPECIFICATIONS, BUYER HEREBY CONFIRMS THAT THE COMPANY HAS NOT MADE ANY REPRESENTATIONS OR WARRANTIES CONCERNING ANY PRODUCTS, THEIR APPLICATION, USE, STRENGTH OR OTHER QUALITIES, OR APPLICATION FOR PARTS USED IN THE AEROSPACE INDUSTRY.

7. LIMITED WARRANTY: The Company will repair or replace, at its discretion, any Product sold by it which fails to meet the Company's specifications for such Product. Demands made on account of a defective Product must be made within ninety (90) days from date of shipment and must be accompanied by the return of the defective Product, at the Buyer's expense. The Company's obligation of repair or replacement: (a) shall extend only to the original purchaser of the Products; (b) shall require that the Buyer notify

the Company in writing within thirty (30) days after the Buyer becomes aware of any such defect; and (c) shall not include the cost of labor or other charges incurred by the Buyer in returning the defective Product to the Company. No Product returns shall be made without the prior written consent of the Company. The Company shall not be liable for any repair or replacement of any defect that results from the misuse, improper handling, improper selection or misapplication of the Product.

8. MANUFACTURER WARRANTY: Certain Products or components of Products sold by the Company may be warranted by a third party manufacturer. The Company is not responsible or obligated to enforce any warranties provided by such manufacturers, but will use commercially reasonable efforts to assist the Buyer in obtaining or verifying any such warranty. The Company may distribute literature or sales materials from the manufacturers of Products, but assumes no responsibility for the content of such literature or materials.

9. EXCLUSION OF OTHER WARRANTIES: EXCEPT FOR THE EXPRESS WARRANTY OF REPAIR OR REPLACEMENT SET FORTH ABOVE, THE COMPANY MAKES NO REPRESENTATIONS OR WARRANTIES, EXPRESS OR IMPLIED, WITH RESPECT TO THE PRODUCTS, INCLUDING ANY IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR PARTICULAR PURPOSE, AND THE COMPANY HEREBY DISCLAIMS THE SAME. NO REPRESENTATIONS OR WARRANTIES MADE AT ANY TIME BY ANY REPRESENTATIVE OF THE COMPANY SHALL BE EFFECTIVE TO VARY, EXPAND OR AUGMENT THE ABOVE-STATED EXPRESS WARRANTY OR ANY OTHER OF THESE TERMS & CONDITIONS OF SALE.

10. LIABILITY LIMITATION: In no event shall the Company be liable to the Buyer or to any other person or entity for consequential, incidental, special or other damages of any kind resulting from or in any manner related to any Products sold by the Company, their manufacture, application, use or inability to use, including, without limitation, damages arising out of or in any manner relating to their delivery or any delay in their delivery, it being understood that the sole and exclusive remedy of the Buyer shall be the repair or replacement limited warranty set forth in these Terms & Conditions. IN NO EVENT SHALL THE MEASURE OF DAMAGES EXCEED THE PURCHASE PRICE ACTUALLY PAID BY THE BUYER FOR THE PRODUCTS. Should the Products prove so defective, however, as to preclude the remedying of warranted defects by repair or replacement, the Buyer's sole and exclusive remedy shall be the refund of the actual purchase price paid by Buyer to the Company upon return of the Products to the Company.

11. CANCELLATION OR CHANGES OF ORDERS: No orders may be withdrawn or cancelled by the Buyer, nor may delivery be deferred, unless the Company shall first be paid a cancellation or deferral charge in an amount set by the Company in its reasonable discretion. In the event the Buyer shall request reasonable changes to its order after receipt thereof by the Company, the Buyer shall be responsible for all charges reasonably assessed by the Company with respect to such changes. In no event shall the Buyer request unreasonable changes with respect to any of the terms of any order, including but not limited to changes with respect to quantity and delivery dates. The

reasonableness of a requested change shall be determined solely by the Company using its reasonable discretion.

12. RETURN OF PRODUCTS: The Buyer may return any Product purchased from the Company only if authorized to do so by the Company in each instance. Product returns which have been authorized must be made in the Product's original packaging and the Products must be in good condition (e.g., with no portion removed).

13. NO PROTECTION FROM CLAIM OF INFRINGEMENT: The Company makes no representation or warranty that any Product ordered from the Company or its subsequent use shall be free of any claims by a third party that such Product or use violates or infringes the intellectual property rights of a third party.

14. SECURITY INTEREST: The Buyer hereby grants to the Company a purchase money security interest in the Products covered hereby and any proceeds thereof resulting from the resale of the Products until full payment is received. The Buyer hereby authorizes the Company to file any and all documents and UCC-1 financing statements necessary to establish, notice, maintain and perfect such security interest.

15. APPLICABLE LAW:

(a) These Terms & Conditions of Sale shall be determined and construed in accordance with, and shall be governed by, the laws of the Commonwealth of Pennsylvania, excluding its conflict of law principles, and Buyer agrees to submit to the exclusive venue and jurisdiction of the state or federal courts located within Allegheny County, Pennsylvania for the purpose of resolving any dispute or claim arising from or connected to the purchase of Products.

(b) In the event Buyer is an entity formed under the laws of a jurisdiction other than any State of the United States of America, Pennsylvania law shall still govern any sale of Products to such Buyer, excluding its conflict of law principles, and all disputes arising under any such sale shall be finally settled under the Rules of Arbitration of the International Chambers of Commerce instead of submitting to the exclusive jurisdiction of the appropriate state or federal court within Pennsylvania. The place of arbitration shall be Mars, Pennsylvania. The language to be used in the arbitral proceeding shall be English. The arbitration panel shall consist of three arbitrators, one arbitrator to be appointed by the Company, one arbitrator to be appointed by Buyer and the third arbitrator to be appointed in accordance with the Rules of the International Chambers of Commerce. Arbitration awards rendered shall be final and binding and shall not be subject to any form of appeal. The losing party, as determined by arbitrators, shall pay all reasonable out-of-pocket expenses (including, without limitation, reasonable attorneys' fees) incurred by the prevailing party, as determined by the arbitrators, in connection with any dispute unless the arbitrators direct otherwise. Nothing shall preclude either party from seeking interim or permanent equitable or injunctive relief, or both, from any court having jurisdiction to grant the same. The pursuit of equitable or injunctive relief shall not be a waiver of the duty of the parties to pursue any remedy for monetary damages through the arbitration described in this section. The Company and Buyer hereby expressly

exclude applicability of the United Nations Convention on Contracts for the International Sale of Goods if the same would otherwise apply hereto.

16. MISCELLANEOUS: These Terms & Conditions contain the entire agreement and understanding of the parties and shall merge and supersede all prior discussions, agreements and understandings of every nature between them. These Terms & Conditions shall not be amended except in a writing signed by both parties. Failure, delay, or any partial exercise by either party of any right, power, or privilege available to such party hereunder shall not operate as a waiver, or preclude further exercise by such party of any other right, power, or privilege. If any provision or portion of these Terms & Conditions are determined to be illegal, invalid or unenforceable, such provision or portion thereof shall be deemed stricken and deleted from these Terms & Conditions to the same extent and effect as if it were never incorporated herein, but all other provisions of these Terms & Conditions and the remaining portion of any provision that is construed to be illegal, invalid or unenforceable in part shall continue in full force and effect. The obligations and rights of the parties with respect to an order of Products hereunder shall not be delegated or assigned by either party without the prior written consent of the other party. Any notice or other documents to be given or delivered hereunder by any party to any other party shall be in writing and shall be delivered personally or sent by certified mail, postage prepaid return receipt requested, or by a nationally recognized overnight courier service, to the respective addresses set forth in the Company's quotation. Each party is acting as an independent contractor and not as an agent, partner, or joint venturer with the other party for any purpose. Neither party shall have any right, power, or authority to act or to create any obligation, express or implied, on behalf of the other party.