

# ASSOCIATED METALCAST, LLC

## AMI Purchase Order Terms and Conditions

- Entire Agreement.** These AMI Purchase Order Terms and Conditions (these "Terms") and the purchase order ("Purchase Order," and together with these Terms, the "Agreement") issued by Associated Metalcast, LLC ("AMI") set forth the entire agreement between AMI and the seller identified on the Purchase Order ("Seller") with respect to the subject matter hereof and supersede all prior agreements and discussions between them. Except for a Change issued by AMI pursuant to Section 6 below, no modification or amendment hereof will be effective unless in writing and signed by a duly authorized representative of each party. Any terms and conditions set forth in any order confirmation or acknowledgment or any other documents issued by Seller shall be of no force or effect whatsoever. Different or additional terms or Seller's responses are hereby rejected and no prior or subsequent conduct of AMI shall be deemed to be an acceptance of different or additional terms.
- Acceptance of Offer:** The Purchase Order constitutes an offer by AMI. Seller's written acceptance of the Purchase Order or delivery of all or part of the good(s) or service(s) specified therein (respectively, "Goods" and "Services") constitutes acceptance of the Agreement, and such acceptance is expressly limited to the specific terms and conditions of the Agreement.
- Warranties:** Seller represents and warrants that: (a) it has absolute title and full right to transfer good and merchantable title to all Goods and Services; (b) the Goods are now and at the time of delivery shall be free of any security interest, lien or encumbrance; (c) all Goods shall strictly conform to the descriptions and specifications set forth or referred to herein and in the Purchase Order, shall be new, shall be merchantable, shall be free from defects in workmanship, material and design, and shall be fit for the purpose intended and shall perform the required functions in a manner satisfactory to AMI; (d) it shall perform the Services using personnel of required skill, experience and qualifications and in a professional and workmanlike manner in accordance with best industry standards for similar services; (e) it is in compliance with, and shall provide the Goods and Services in compliance with, all applicable laws; and (f) the Goods and Services shall not infringe or misappropriate the intellectual property rights of any third party. Such warranties shall apply for the greater of one (1) year from the date of delivery or for any longer period as the Seller or manufacturer of the Goods normally provides. These warranties survive any delivery, inspection, acceptance or payment of or for the Goods or Services by AMI. The warranties set forth in this Section are cumulative and in addition to any other warranty provided by law or equity. In addition to all other remedies available to AMI, AMI may, at AMI's election, correct any Goods and Services that fail to conform to the foregoing warranties ("Nonconforming Items") at Seller's expense, replace any Nonconforming Items at Seller's expense, hold any Nonconforming Items at Seller's risk to cover, and/or return any rejected Nonconforming Items to Seller at Seller's expense, and Seller shall promptly issue a refund of all amounts paid by AMI for any such returned Nonconforming Items.
- Test/Inspection/Nonconforming Product:** Seller shall provide AMI with all test/inspection data sheets, drawings and / or specifications required by the Purchase Order. The data must include the actual measured value and be traceable to the delivered Goods or Purchase Order number. Test/inspection records for the Goods shall be: (a) retained by Seller for a minimum of seven (7) years or longer if indicated in the Purchase Order (the "Retention Period") and shall be made available by Seller upon request, to AMI, AMI's customers or any applicable regulatory authorities at any time during the Retention Period; or (b) shall be provided by Seller with the applicable shipment of Goods. Test/Inspection records data must identify the Goods furnished by Purchase Order number and part number, and must be signed (including title) by the Seller's authorized representative.
- Inspection at Seller's Facility:** AMI, as well as AMI's customers and regulatory authorities, shall have the right to inspect the Goods at Seller's facility at any time prior to final acceptance. Any such inspection shall not constitute acceptance or relieve Seller from any obligations under the Agreement.
- Order Changes:** AMI shall have the right at any time to suspend Seller's performance hereunder, increase or decrease the ordered quantities of Goods or Services, change the delivery date of the Goods or Services or make changes in the drawings, designs, specifications, materials, packaging, and place of delivery or method of transportation (each, a "Change"). Seller agrees that such Changes shall apply as though the Changes were included in the original Purchase Order. If any Change causes an increase or decrease in the cost, or the time required for performance, Seller shall notify Buyer in writing within twenty (20) days from the receipt of such Change, and the parties shall agree on an equitable adjustment in the price and/or delivery date, and shall modify the Order in writing. If Seller fails to timely deliver such notice, any claim for any adjustment in the price and/or delivery date in connection with a Change shall be waived by Seller. Except in the event of a Change, Seller shall not make any changes to the form, fit, function, drawings, designs, specifications, materials, process, packaging, time and place of delivery or method of transportation of the Goods without AMI's prior written consent. Any and all Changes shall be flowed down to all of Seller's subtier suppliers.
- Delivery:** Each package shall be numbered and labeled by Seller with AMI's Purchase Order number, part number, contents and weight, shall contain an itemized packing slip and shall be properly packed for shipment. Invoices must accurately reflect price and quantity and show terms of payment and delivery. Bills of lading, express receipts, etc. must be sent forward on the day shipment is made and all shipments must be made in the name of the Seller. Delivery shall be made F.O.B. (freight prepaid) to the AMI location identified in the Purchase Order, unless otherwise specified by AMI in writing, and in the quantities and on the delivery date(s) set forth in the Purchase Order. Notwithstanding any agreement to

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pay freight, express or other transportation charges, the risk of loss or damage in transit shall be upon Seller. Title shall pass to AMI on delivery of the conforming Goods to AMI's premises. TIME IS OF THE ESSENCE IN CONNECTION WITH DELIVERY HEREUNDER. If any Goods or Services are not delivered within the time specified in this Purchase Order or within a reasonable time, if no time is so specified, or if Seller is not in compliance with any schedule or timetable developed hereunder, AMI, in addition to all other remedies, shall have the right to refuse acceptance of such Goods or Services and/or terminate the Agreement.

8. **Termination:** AMI may terminate the Agreement for any reason at any time in whole or part by written notice to Seller. In such event, provided Seller is not in breach of this Agreement for any reason, AMI and Seller will mutually agree in writing upon an equitable final payment for the terminated portion of the Agreement, which shall consist only of Seller's actual costs up to the date of termination, including an allowance for obsolescence, rework or scrap, if any, but only for work in process within Seller's normal manufacturing cycle required to meet the delivery schedule, plus a reasonable profit thereon, less any value thereof to Seller. In no event shall such final payment exceed the amount which would have been payable hereunder for such terminated portion had the Agreement been completed by the Seller.

9. **AMI's Information/Confidentiality:** All non-public, confidential or proprietary information of AMI, including but not limited to trade secrets, technology, specifications, drawings, sketches, CAD models, samples, patterns, dies or other tools, technical information or data, and information pertaining to business operations and strategies, customers, pricing and marketing, disclosed or made available by AMI to Seller, whether in written, electronic or other form or media, and whether or not marked, designated or otherwise identified as confidential (collectively, "Confidential Information"), is confidential and Seller shall not disclose the Confidential Information to any third party or use the Confidential Information for any purpose other than the performance of the Agreement. Confidential Information does not include information that is: (a) in the public domain, without fault of Seller; (b) known to Seller at the time of disclosure; or (c) is rightfully obtained by Seller on a non-confidential basis from a third party. Upon the termination or expiration of the Agreement, all Confidential Information shall be returned to AMI unless directed otherwise by AMI, in which case Seller shall follow AMI's directions with respect to the destruction of such Confidential Information, and upon such destruction Seller shall confirm that fact to AMI in writing.

10. **Indemnity:** To the fullest extent permitted by law, and without limiting any other rights or remedies, Seller shall indemnify, defend and hold AMI, its affiliates and their respective officers, directors, employees, agents, successors and assigns harmless from any and all costs, losses, damages, claims, actions, judgments, interest, awards, fines, settlements and liabilities, including but not limited to all costs, expenses, attorney's fees and costs of litigation, regardless of the nature thereof or person asserting such claim and despite the sole or concurrent negligence or gross negligence of AMI, caused by, arising out of, incident to or resulting from: (a) the Goods or Services supplied pursuant to the Agreement; (b) any acts or failure to act, in whole or in part, of Seller, its agents, employees, subcontractors and suppliers (collectively, "Seller Personnel") in the performance of any aspect of the Agreement; (c) breach any representation, warranty, covenant or obligation under the Agreement by Seller or the Seller Personnel; (d) violation of applicable laws, ordinances, rules, regulations, orders or decisions by Seller or the Seller Personnel, including without limitation all environmental laws; and (e) infringement or misappropriation of the intellectual property rights of a third party arising out of the Goods, Services or AMI's use thereof. Seller shall not enter into any settlement with respect to any indemnified claim, demand or action without the prior written consent of AMI.

11. **Non-Waiver:** The failure of AMI to insist upon strict performance of any term or condition herein shall not be deemed to be a waiver of any rights or remedies that AMI shall have and shall not be deemed to be a waiver of any subsequent default of such term or condition by Seller. No waiver by AMI of any provisions of the Agreement is effective unless explicitly set forth in writing signed by AMI.

12. **Compliance with Laws:** Seller warrants its compliance with all applicable federal, state and local laws and regulations in the performance of the Agreement. Without limiting the foregoing, Seller warrants and agrees to certify on the face of all invoices, if requested, its compliance in the performance of the Agreement with (a) the Fair Labor Standards Act of 1938, as amended, and all negotiations and orders there under; (b) the regulations of standards relating to pricing of products of any federal or state agency or price commission; (c) all requirements of the Federal Occupational Safety and Health Act of 1970, as amended, and all regulations and rules there under; (d) the provisions of 29 CFR Part 470; and (e) any and all other federal and state laws, orders or regulations applicable to the Goods or Services.

13. **Environmental / Safety:** Seller agrees to comply with all environmental laws, ordinances, rules, regulations, orders and decisions issued by any federal, state or local body or agency relating to Seller's performance of the Agreement and the Goods and Services. If applicable or unless otherwise waived by AMI, Seller shall supply to all of its employees, sub-contracted personnel, and independent contractors performing work or services on AMI's premises (excepting AMI's Administration facility) such personal protective equipment as AMI requires. In addition, Seller shall supervise and be responsible for ensuring that all employees, sub-contracted personnel, and independent contractors wear the required items of personal protective equipment at all times while on AMI's premises or AMI's client's premises.

14. **Applicable Law / Remedies:** The Agreement shall be governed by the laws of the State of Alabama, without regard to such its principles of conflicts of laws. Any legal suit, action or proceeding arising out of or relating to the Agreement shall be brought exclusively in the United States District Court for the Northern District of Alabama or the Circuit

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Court of Calhoun County, Alabama. Reference to specific remedies of AMI herein does not exclude other available remedies of AMI.

15. **Equal Employment Opportunity:** Seller represents and warrants that it shall comply with: (a) the non-discrimination clauses contained in Section 202 of Executive Order 11246 as amended, pertaining to equal employment opportunity for all persons, are incorporated herein; (b) the affirmative action clauses pertaining to employment of the handicapped contained in 41 C.F.R. 60-741.4 issued under Section 503 of the Rehabilitation Act of 1973, as amended; (c) the affirmative action clauses pertaining to employment of disabled veterans and veterans of Vietnam Era contained in 41 C.F.R. 60-250.4, issued under the Vietnam Era Veterans Readjustment Assistance Act of 1974; and (d) the Americans with Disabilities Act of 1990.
16. **Prices:** The price of the Goods and Services shall be as set forth in the Purchase Order, and Seller shall invoice AMI after completion of delivery of the Goods and Services. AMI shall pay all undisputed amounts under each invoice within thirty (30) days from the date of receipt of each invoice. Unless otherwise specified in the Purchase Order, the prices include all packaging, transportation costs, insurance, customs. The prices of the Goods or Services covered by the Agreement shall not be increased except with the prior written consent of AMI. AMI shall be entitled to any decrease in the price of the Goods or Services on any undelivered portion of the Agreement.
17. **Assignment:** Seller shall not assign its right or delegate its performance, in whole or in part, under the Agreement without the prior written consent of AMI and any attempted assignment thereof without such written consent shall be totally void.
18. **Notices:** All notices and other communications hereunder shall be in writing and addressed to the parties at the addresses set forth on the face of the Purchase Order or to such other address that may be designated by the receiving party in writing.
19. **Severability:** If any term or provision of the Agreement is invalid, illegal, or unenforceable in any jurisdiction, such invalidity, illegality or unenforceability shall not affect any other term or provision of the Agreement or invalidate or render unenforceable such term or provision in any other jurisdiction.
20. **Insurance:** Seller shall procure, pay for, and maintain the following minimum insurance coverage for the entire term of the Agreement, which shall be issued by a fiscally sound insurance carrier which maintains an A.M. Best rating of A or better: (i) \$1,000,000 per occurrence/\$2,000,000 aggregate of General Liability with Product and Completed Operations; (ii) Worker's Compensation as required by state law; (iii) \$1,000,000 combined single limit Commercial Automobile; and (iv) \$1,000,000 Excess Liability (Umbrella). Seller shall ensure that all of the foregoing insurance policies: (a) provide that the carrier give AMI at least thirty (30) days' prior written notice of cancellation or non-renewal of such policies; (b) provide that such insurance be primary and any similar insurance in the name of or for the benefit of AMI shall be excess and non-contributory and shall be provided on an occurrence basis; (c) except for Worker's Compensation, name AMI as an additional insured and contain an endorsement to the policy evidencing such additional insured status; and (d) waive any right of subrogation of Seller's insurer(s) against AMI. Simultaneously with the Seller's receipt of the Purchase Order, each annual anniversary thereof and at any time upon AMI's request thereafter, Seller shall provide AMI with copies of the certificates of insurance and policy endorsements for all insurance coverage required by this Section. This Section shall not be construed in any manner as waiving, restricting or limiting the liability of Seller for any obligations imposed under the Agreement.
21. **Survival:** Provisions of these Terms which by their nature should apply beyond their terms will remain in force after any termination or expiration of the Agreement, including but not limited to Sections 3, 4, 8, 9, 10, 14 and this Section 21.
22. **Seller Changes:** The Seller shall notify AMI, in writing, of any changes to the following:
- o Quality representative or change in company ownership, whether by sale or transfer of more than 50% of the equity interests of Seller or all or substantially all of the assets of Seller;
  - o Change to Quality Management System certifications (if applicable);
  - o Change to manufacturing line, facility location, or processes;
  - o Inability to make delivery date; and
  - o Material/product substitution – these are not allowed without prior written consent from AMI.
23. **Quality & General Customer Flow-down Requirements:** Seller shall comply with all flow-down requirements from AMI's customers – these include quality, cybersecurity, and general requirements. Seller agrees to conform to the requirements outlined in AS9100D Section 8.4.3 as appropriate. The Purchase Order will call out any customer specific flow-down requirements, either by detailed requirement, customer name or by the associated Quality/Customer Requirement number, and all such flow-down requirements are hereby incorporated into the Agreement by reference.