

Customer PO Terms & Conditions

Accu-Fab LLC 1550 Abbott Drive, Wheeling, IL 60090

The sale of products and services (“Products”) by ACCU-FAB, LLC (“ACCU-FAB”) are subject to these terms and conditions (“Agreement”) regardless of other or additional terms or conditions that conflict with or contradict this Agreement in any purchase order, document, or other communication (“Order”). Preprinted terms and conditions on any document of ACCU-FAB’s customer (for example: Orders or confirmations) and/or ACCU-FAB’s failure to object to conflicting or additional terms will not change or add to the terms of this Agreement.

Acceptance

These Standard Terms and Conditions, together with the terms of any quotation from ACCU-FAB, constitute the entirety of terms and conditions concerning any such orders or purchases between ACCU-FAB and you (“Customer”). ACCU-FAB’s willingness to conduct any such transaction is expressly conditioned on the purchaser accepting ACCU-FAB’s Standard Terms and Conditions. By placing an order or accepting shipment of goods, the purchaser confirms that they have reviewed ACCU-FAB’s Standard Terms and Conditions, and acknowledges and agrees (1) that ACCU-FAB’s entry into this transaction is conditioned on the purchaser’s acceptance of the ACCU-FAB Standard Terms and Conditions, (2) that ACCU-FAB’s Standard Terms and Conditions will control in the event they conflict with any terms or conditions contained in any purchase order, request for quotation, or other communication from the purchaser, and (3) that any failure by ACCU-FAB to object to conflicting or additional terms will not change or add to ACCU-FAB’s Standard Terms and Conditions.

Price

Price and availability of products offered by ACCU-FAB are subject to change without prior notice. Prices may fluctuate based on external factors, including but not limited to, fluctuating costs of raw materials for goods and services and rising labor costs. All listed prices are exclusive of federal, state, local and foreign taxes, duties, tariffs, levies and similar assessments and Customer agrees to bear and be responsible for the payment of all such charges, excluding taxes based upon ACCU-FAB’s net income. All amounts due will be grossed-up for any withholding taxes imposed by any foreign government.

Terms of Payment

Payment terms are net 30 days from the date of ACCU-FAB’s invoice or as otherwise specified by ACCU-FAB. All payments will be made (a) in United States dollars; and (b) in full without set-off or counterclaim, and without deduction for exchange, collection, taxes or other fees that may be imposed by any government or any other charges. If Customer fails to timely make payment hereunder, ACCU-FAB may defer shipments or otherwise suspend the sale of any products until all overdue payments are received. All amounts due hereunder will accrue interest from the first day following the due date until paid in full at a rate equal to the lesser of the highest rate legally permitted in the jurisdiction in which you are located or 1.5% per month. Payment of interest will not foreclose any other right that ACCU-FAB may have as a consequence of late payment. If ACCU-FAB is required to take legal action to collect unpaid amounts, and ACCU-FAB is successful in such action, Customer will reimburse all costs and reasonable attorneys’ fees incurred by ACCU-FAB in such collection.

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Purchase Orders

No order will be binding upon ACCU-FAB until it is accepted in writing (which may include electronic transmissions) by ACCU-FAB. Any change to a purchase order must be in the form of a written or electronic communication acceptable to ACCU-FAB. All product specifications including, but not limited to, quality standards, packaging requirements and parts specifications, must be provided to the Seller by the Customer upon issuance of the purchase order. Any purchase documents provided by Customer containing any standard printed terms of purchase/sale will be for administrative purposes only, and such standard printed terms of purchase/sale will be of no force or effect. All Orders including, but not limited to, Electronic Purchase Orders, for products identified by ACCU-FAB as non-standard or "NCNR", are non-cancelable, non-returnable. ACCU-FAB may identify products as non-standard or "NCNR" by various means including, but not limited to, quotes, scope of services, products lists, attachments or exhibits.

No accepted orders may be changed, cancelled, or rescheduled without ACCU-FAB's written consent (which may include electronic transmissions), which may be given or withheld by ACCU-FAB in its sole discretion. Upon cancellation of any Order, Customer must pay ACCU-FAB for any incurred costs for any products or components thereof ordered pursuant to such purchase order which ACCU-FAB is not able to cancel or return (in each case without payment or liability) to the applicable product manufacturer. Notwithstanding anything to the contrary herein, NCNR Products are non-cancelable and non-returnable.

Availability

ACCU-FAB will use commercially reasonable efforts to fill each purchase order submitted by you and accepted by ACCU-FAB; provided that the purchase order has been properly submitted and such products are available to ACCU-FAB. Notwithstanding any other provision of the Agreement, the obligation of ACCU-FAB to sell or provide any product to Customer is subject to the availability of such product. ACCU-FAB will not be liable for damages caused by failure to ship or delay in shipment resulting from conditions beyond the control of ACCU-FAB. ACCU-FAB reserves the right to allocate sales of products among its customers in its sole discretion. ACCU-FAB reserves the right to change the specifications of any product (including all statements and data appearing in ACCU-FAB's website, data sheets and advertisements) without notice. If specifications are changed, ACCU-FAB assumes no obligation to provide the change on products previously purchased or to continue to supply discontinued products or versions. ACCU-FAB may substitute products manufactured to such modified specifications for those specified herein provided such products substantially conform to the products described in the sale contract. ACCU-FAB reserves the right to discontinue sale of products at any time.

Contingencies

ACCU-FAB is not liable, either wholly or in part, for non-performance or a delay in performance due to force majeure or contingencies or causes beyond the reasonable control of ACCU-FAB (each, a "Force Majeure Event") including, but not limited to, acts of God, wars, acts of terrorism, riots, civil disturbances, strikes, labor disputes, fires, storms, floods, earthquakes, natural disasters, epidemics, economic or inflationary pressures, inability to obtain or use raw or component materials or parts, the unforeseen change in prices of those materials, fuel, labor, equipment, facilities, or transportation, or technical or yield failure where ACCU-FAB has exercised ordinary care in the prevention thereof, and acts of any government or agency thereof.

Customer PO Terms & Conditions

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Production and deliveries may be allocated in a reasonable manner in the event of a shortage of goods. Customer's order will be deemed suspended for so long as any such Force Majeure Event prevents or delays ACCU-FAB's performance. In the event of any such suspension, ACCU-FAB shall have the right, at its option, upon notice to Customer, (a) to terminate its obligation to sell any or all of the Products ordered hereunder, or (b) to resume performance as soon as practicable after the suspension, and reschedule delivery of the Products ordered hereunder to one or more deferred dates to be mutually agreed upon by Customer and ACCU-FAB.

Shipping Practices

With each shipment, ACCU-FAB will include an itemized packing list referencing the part number for each ordered product. ACCU-FAB may ship orders in installments or from multiple locations if it determines that it is commercially reasonable to do so.

Transportation; Title

Products will be delivered by ACCU-FAB to a carrier, FOB ACCU-FAB's shipping facility. Title and risk of shipping loss or damage to products will pass to you when the products are delivered to such carrier or picked-up for shipping by the carrier. The cost of any handling, shipping and insurance arranged by ACCU-FAB will be billed as an add-on to your invoice and paid by Customer, unless otherwise noted. Customer is responsible for any and all costs of customs formalities as well as all duties, taxes and other official charges payable upon importing or exporting the products and Customer will be responsible for clearing the products through customs upon arrival, unless ACCU-FAB notifies Customer otherwise. ACCU-FAB may deliver goods in installments. All delivery dates are estimates. ACCU-FAB shall make reasonable efforts to affect shipment on or before the scheduled shipping date(s) reflected on ACCU-FAB's acknowledgment or invoice, but shipping deadlines are not guaranteed. If no shipping date is specified, shipment will be made on date(s) selected by ACCU-FAB. ACCU-FAB shall not be liable for any loss or expense (consequential or otherwise) incurred by Customer if ACCU-FAB fails to meet the estimated delivery dates. Delivery may be made in advance of any scheduled delivery date upon reasonable prior notice to Customer. All items will be packed for shipment and shipped in accordance with ACCU-FAB's standard practices. ACCU-FAB reserves the right to allocate production and deliveries among its various customers at ACCU-FAB's sole discretion under any circumstances. Customer must submit to ACCU-FAB all claims for shortages in shipment or notice of other irregularities within 10 days after receipt of such shipment by you. Any failure by Customer so to inspect and report shall constitute a waiver by Customer of any claim or right of Customer against ACCU-FAB arising with respect to any such error, shortage, defect or nonconformity.

Remedies

If Customer fails to pay when due any amount owed to ACCU-FAB for products purchased from ACCU-FAB, ACCU-FAB shall have, in addition to any other rights of ACCU-FAB, the right (without liability of ACCU-FAB) to place account on "Credit Hold" and no orders will be processed or shipped until outstanding balance has been resolved. In addition, until you have paid to ACCU-FAB the entire amount due to ACCU-FAB for such products, ACCU-FAB shall retain a security interest in such products in the amount of the full purchase price plus all other amounts due hereunder and all costs of collection incurred by ACCU-FAB (including but not

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limited to court costs and reasonable attorneys' fees), and ACCU-FAB shall retain all rights and remedies of a secured party under the Uniform Commercial Code as in effect at the time of delivery of such products. A copy of ACCU-FAB's invoice may be filed with the appropriate authorities at any time as a financing statement or chattel mortgage in order to perfect ACCU-FAB's security interest. Upon the request of ACCU-FAB, Customer will execute any financing statements and other documents or instruments necessary or appropriate in order for ACCU-FAB to perfect its security interest.

Warranties

ACCU-FAB warrants that the Products will be free from defects in material and workmanship and conform in all material respects to their applicable specifications for a period of 45 days from the date of delivery ("Warranty Period"), when received under normal conditions and in accordance with their applicable specifications. For any breach of this warranty, ACCU-FAB will, at its option and expense and as its sole obligation, and as Customer's exclusive remedy, repair or replace any defective Product returned to ACCU-FAB during the Warranty Period, provided that an examination by ACCU-FAB discloses to Customer's reasonable satisfaction that a defect is covered by this warranty. This warranty does not apply to any Products that have been (i) subject to misuse, neglect, or abuse, (ii) improperly installed or maintained, or (iii) repaired or altered by anyone other than ACCU-FAB or its authorized agents, contractors, or personnel. EXCEPT AS STATED IN THIS SECTION, ACCU-FAB MAKES NO WARRANTIES, EXPRESSED OR IMPLIED, AND SPECIFICALLY DISCLAIMS ANY IMPLIED WARRANTIES OF FITNESS FOR A PARTICULAR PURPOSE, MERCHANTABILITY, TITLE, AND NON-INFRINGEMENT OF THIRD-PARTY RIGHTS.

Prior to returning any product to ACCU-FAB, Customer must obtain a return materials authorization number ("RMA") from ACCU-FAB's QC . The RMA must appear on all packages returned to ACCU-FAB. ACCU-FAB will issue an RMA within 10 business days after agreeing with Customer's request. If ACCU-FAB requests or authorizes return of defective or non-conforming products, Customer is responsible for paying shipping and insurance costs from its location to ACCU-FAB; provided that if such return is the result of ACCU-FAB's negligence in the filling of such order, ACCU-FAB will be responsible for paying such shipping and insurance costs. No returned packages will be accepted without a valid RMA provided by ACCU-FAB. Credit (or reduction in payment) will only be accepted once approval has awarded.

LIMITATION ON ACCU-FAB'S LIABILITY

CUSTOMER'S EXCLUSIVE REMEDY SHALL BE LIMITED TO THE COST OF THE DAMAGED OR OTHERWISE NON-CONFORMING GOODS. IN NO EVENT SHALL ACCU-FAB HAVE ANY LIABILITY TO CUSTOMER, ARISING OUT OF OR IN CONNECTION WITH THE SALE OR USE OF THE PRODUCTS SOLD HEREUNDER OR THE TRANSACTIONS CONTEMPLATED HEREBY (WHETHER BASED ON CONTRACT, NEGLIGENCE, BREACH OF WARRANTY OR OTHERWISE) IN AN AMOUNT IN EXCESS OF THE AMOUNT(S) ACTUALLY RECEIVED BY ACCU-FAB FROM CUSTOMER FOR THE SALE OF THE SPECIFIC PRODUCT(S) WHICH GIVE RISE TO ACCU-FAB'S ALLEGED LIABILITY. ACCU-FAB SHALL HAVE NO OTHER LIABILITY, OBLIGATION OR RESPONSIBILITY OF ANY KIND, IN ANY WAY OR TO ANY EXTENT FOR ANY LOSSES, EXPENSES, COSTS, DAMAGES OR LIABILITIES FOR ANY REPRESENTATION OR WARRANTY OF ANY KIND WITH RESPECT TO THE PRODUCTS (OR THE PERFORMANCE THEREOF), OR ARISING IN ANY WAY OR IN CONNECTION WITH THE PURCHASE BY OR USE OR SALE OF THE PRODUCTS BY CUSTOMER, EVEN IF ACCU-FAB HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. IN NO EVENT SHALL ACCU-FAB HAVE ANY LIABILITY,

Customer PO Terms & Conditions

Accu-Fab LLC 1550 Abbott Drive, Wheeling, IL 60090

OBLIGATION OR RESPONSIBILITY FOR ANY INDIRECT, INCIDENTAL, CONSEQUENTIAL, SPECIAL, PUNITIVE OR EXEMPLARY DAMAGES ARISING IN ANY WAY IN CONNECTION WITH THE PRODUCTS OR THEIR SALE OR USE, INCLUDING BUT NOT LIMITED TO DAMAGE TO PROPERTY, INJURY TO PERSONS, LOSS OF USE OF THE PRODUCTS OR ANY ITEM WITH WHICH SUCH PRODUCTS ARE USED, LOST PROFITS, OR DELAYS OR INCONVENIENCE.

Indemnification

Customer agrees to defend indemnify, defend, and hold harmless ACCU-FAB, its shareholders, directors, officers, employees, agents, affiliates, and principals from and against any loss, damages, claims, liabilities, penalties, fines, costs, and expenses, including reasonable attorney's fees, resulting from or relating to Customer's misuse of the Products, abuse of the Products, or Customer's negligence in the use of the Products, including but not limited to Customer's violation of any applicable law, regulation, patent, trademark, or copyright right, or standard of applicable use for the Products.

Termination and Cancellation

Without prejudice to any rights or remedies ACCU-FAB may have under these Terms or at law, ACCU-FAB may, by written notice to Customer, terminate these Terms, or any part thereof, without any liability whatsoever, if: (i) Customer fails to make payment for any Products to ACCU-FAB when due; (ii) Customer fails to accept conforming Products supplied hereunder; (iii) a voluntary or involuntary petition in bankruptcy or winding up is filed against Customer, any proceedings in insolvency or bankruptcy (including reorganization) are instituted against Customer, a trustee or receiver is appointed over Customer, or any assignment is made for the benefit of creditors of Customer; or (iv) Customer violates or breaches any of the provisions of these Terms. Upon occurrence of any of the events referred to above under (i) through (iv), all payments to be made by Customer under the Agreement shall become immediately due and payable.

In the event of any default by Customer, ACCU-FAB may decline to make further shipments. If ACCU-FAB elects to continue to make shipments, ACCU-FAB's action shall not constitute a waiver of any default by Customer or in any way affect ACCU-FAB's legal remedies for any such default.

GENERAL PROVISIONS

Notices. All communications under these Terms shall be in writing and shall be deemed to have been duly given (i) upon personal delivery, (ii) upon deposit in the mail if mailed by certified mail, return receipt requested, postage prepaid, or (iii) upon deposit with a recognized courier with next-day delivery instructions.

Notice to ACCU-FAB sent to: [CEO / 1550 Abbott Drive, Wheeling, IL 60090INSERT ADDRESS AND/OR EMAIL WHERE NOTICE SENT TO]

Severability. In the event that any provision of these Terms shall, in whole or in part, be determined to be invalid, unenforceable or void for any reason, such determination shall affect only the portion of such provision determined to be invalid, unenforceable or void, and shall not affect in any way the remainder of such provision or any other provision of these Terms. The parties agree that they will negotiate in good faith

Customer PO Terms & Conditions

Accu-Fab LLC 1550 Abbott Drive, Wheeling, IL 60090

or will permit a court or arbitrator to replace any provision of these Terms so held invalid, unenforceable or illegal with a valid provision that is as similar as possible in substance to the invalid, unenforceable or illegal provision.

Waiver. The waiver by ACCU-FAB of a breach or a default of any provision of these Terms by Customer shall not be construed as a waiver of any succeeding breach of the same or any other provision, nor shall any delay or omission on the part of ACCU-FAB to exercise or avail itself of any right, power or privilege that it has, or may have hereunder, operate as a waiver of any right, power or privilege by ACCU-FAB.

Governing Law; Jurisdiction & Venue; Attorneys' Fees. These Terms and the transactions contemplated hereby shall be governed by and construed in accordance with the laws of the State of Delaware without considering its principles on conflicts of law.

Relationship of the Parties. Nothing contained in these Terms shall be deemed to constitute either party as the agent or representative of the other party, or both parties as joint venturers or partners for any purpose. Neither party shall have the authority to make any statements, representations or commitments or to take any actions which shall be binding on the other party, except as may be explicitly authorized in writing by such other party.

Attorney Fees. If any action at law or in equity is necessary to enforce or interpret the terms of this Agreement, the prevailing party shall be entitled to reasonable attorneys' fees, costs and necessary expenses, in addition to any other relief to which such party may be entitled, from the date enforcement is first attempted.

Entire Agreement; Amendment; Assignments. These Terms, together with information contained in ACCU-FAB's written product order acknowledgment and written invoice, (a) constitute the entire agreement of the parties hereto with respect to the subject matter hereof and supersede all prior understandings and agreements, whether written or oral, as to such subject matter; (b) may be amended or modified only by a writing executed by an authorized officer of the party against whom enforcement is sought; (c) may not be assigned by you without the written consent of ACCU-FAB; and (d) shall be binding upon and shall inure to the benefit of the respective successors and permitted assigns of the parties hereto.