

## PROGRESSIVE METAL MFG. CO. PURCHASING TERMS AND CONDITIONS

1. **ACCEPTANCE** - Acceptance of Buyer's purchase order is expressly limited to the terms and conditions set forth in this purchase order and any relevant Supply Agreement (the "Supply Agreement"). This purchase order shall be deemed to be accepted by Seller and to become a contract (a) upon receipt by Buyer of an acknowledgment of the purchase order being accepted by the Seller, (b) commencement by Seller of performance of the work called for herein, or (c) shipment of any materials called for herein by Seller to Buyer. The word "material" as used herein means goods, parts, property and services furnished by Buyer to Seller. Any proposal for additional, different or inconsistent terms or any attempt by Seller to vary in any degree any of the terms of this offer in Seller's acceptance, any other documents or otherwise is deemed material and is hereby objected to and rejected, but any such proposals shall not operate as a rejection of this offer, unless such variances are in the terms of the description, quantity, price or delivery schedule of the goods or services, and this offer shall be deemed accepted by Seller without said additional or different terms. If this purchase order shall be deemed an acceptance of a prior offer by Seller, such acceptance is limited to the express terms set forth herein. The Seller agrees that this purchase order contains the complete, exclusive and entire statement of the terms of the agreement and supersedes any previous oral or written representations, and no other agreement, understanding or proposal, including, without limitation, provisions in Seller's quotations, proposals, acknowledgments, invoices or other documents, which modifies or changes any term or condition of the purchase order, or includes any other additional, different or inconsistent terms from those contained in this purchase order, shall be binding unless it has been reduced to writing and specifically accepted in writing by Buyer. No course of dealing, course of performance or usage of trade shall be applicable unless expressly incorporated by this purchase order. Any clerical errors contained in this purchase order or in the Supply Agreement are subject to correction by Buyer. Seller shall at all times comply in all respects with the terms of the then current version of Buyer's "Supplier Manual," located on Buyer's website as such may be revised from time to time by Buyer at its sole discretion.

2. **PURCHASES; PRICES** - Buyer agrees to purchase from Seller, and Seller agrees to sell to Buyer, the materials specified on the purchase order or in the Supply Agreement, at the prices specified on the purchase order or in the Supply Agreement, and on the other terms and conditions specified herein. Such prices shall constitute the full and complete prices for the materials, inclusive of all costs and expenses, including, without limitation, those related to freight, handling, shipping, packaging, storage, taxes and all other fees and charges related to the materials and the delivery of the materials to Buyer (all of which shall be the sole responsibility of Seller), and no additional charges of any type shall be added without Buyer's express written consent. No price increases shall be effective unless agreed to in writing by Buyer. All discounts shall be based on the full amount of each invoice. In addition to any other remedies that may be available to Buyer at law or equity, Buyer shall be entitled to an appropriate reduction in any relevant price with respect to any shortages of materials ordered or any defective materials or materials that are rejected. Any purchase order issued for time and materials services without a specified final price or a "shall not to exceed amount", will require full agreement by Buyer at Buyer's discretion before final invoicing. Under no circumstances shall Buyer be responsible for costs exceeding what is agreed upon on the purchase order.

3. **PAYMENT TERMS** - Payments shall be made by Buyer on a net 45 day basis or as specified on this purchase order, after the later to occur of: (i) Buyer's receipt of Seller's invoice; and (ii) delivery of the materials in question, in compliance with the terms of this purchase order. Each invoice shall specify the Purchase Order number.

4. **DELIVERY** - Material ordered herein must be delivered at the time or times specified on the purchase order or in written releases issued by Buyer hereunder or in the Supply Agreement. Buyer may specify the carrier or method of transportation at any time. Time is of the essence under this purchase order, and without limitation to the foregoing, 100% on-time delivery is of the essence. In the event of any late delivery, Buyer may (in addition to any other rights and remedies that may be available to Buyer at law or equity), at its option, reject the materials that are subject to the late delivery, cancel this purchase order for default, partially cancel this purchase order for default, vary delivery terms hereunder (including, without limitation, requiring Seller to use expedited delivery at Seller's expense), or use other materials. Any losses or damages sustained or costs incurred by Buyer by reason of late delivery (without regard to which option Buyer elects) shall be paid to Buyer by Seller. Buyer hereby notifies Seller that such losses and damages may include, without limitation, incidental and consequential damages and lost profits. Buyer may refuse to accept and/or return to or store for Seller (at Seller's risk and expense) any materials that are delivered prematurely. Seller shall reimburse Buyer for all expenses, including, without limitation, damage to the materials, incurred due to improper packing, marking, loading or routing.

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5. **FORCE MAJEURE** - Seller shall be excused for any failure to make, or delay in making, delivery as specified herein or in any release hereunder, if such failure or delay is caused by an accident, fire, flood, invasion, civil commotion, act of terrorism, act of God or government regulation or restriction (collectively, "Force Majeure Events"), so long as not caused by Seller's actions, omissions or negligence and so long as Seller notifies Buyer promptly (and in all cases within 48 hours) upon the occurrence of the Force Majeure Event; provided, however, that Seller shall not be excused by a failure or delay that is caused by any labor problems or strikes relating to the workforce of Seller or its suppliers or subcontractors or any commercial circumstances affecting pricing or availability of any goods, raw materials or other items, and the foregoing shall not constitute Force Majeure Events. During the period of any such delay or failure by Seller, Buyer at its option may (a) purchase materials from other sources and reduce its purchases from Seller by such quantities, without liability to Seller, or (b) have Seller provide materials from other sources in quantities and at times requested by Buyer and at the price set forth in this purchase order. Seller shall within 10 days of Buyer's request for adequate assurances provide Seller with assurances that the delay or failure shall not exceed 30 days. If the delay lasts more than 30 days or Seller does not provide adequate assurance that the delay or failure will cease within 30 days, Buyer may immediately cancel this purchase order without liability. Buyer shall also be excused for any failure or delay in performing under this purchase order or in accepting delivery, if such failure or delay is due to any Force Majeure Event.

6. **QUALITY** - All materials delivered hereunder by Seller must (a) strictly conform to the representations and warranties set forth herein or in the Supply Agreement or otherwise made by Seller and all relevant specifications, including, without limitation, any specifications set forth on the purchase order or in the Supply Agreement or attached hereto or thereto and any specifications previously agreed upon by the parties, and (b) strictly conform to all relevant drawings, designs, descriptions, specifications and samples. All materials delivered hereunder by Seller must provide certification and MSDS (as required or incorporated herein by reference) and/or samples required to be furnished by Seller under this purchase order. All materials will be subject to Buyer's inspection, and Buyer may at any time reject any material not conforming to the requirements of this purchase order, including, without limitation, the requirements of this Section 6 and the warranties contained elsewhere in this purchase order. This right to reject materials shall survive any prior inspection, acceptance, payment, testing and use. Buyer shall advise Seller of a rejection by either written notice or return of the rejected material, at Seller's risk and expense, within a reasonable time after such rejection. In the event of rejection by written notice, Buyer may thereafter either return the rejected material to Seller at Seller's risk and expense or hold the same for Seller at Seller's risk and expense. Buyer must be informed if there is an alternate product with less environmental impact that meets the current manufacturing specifications. Buyer shall also have the right (but not the obligation) at any time to inspect and/or test, with or without representatives of its customer(s), (a) any materials prior to shipment, and (b) Seller's premises, records, equipment, tooling, Special Tooling (as defined in Section 13 below), supplies and any other items pertinent to production and/or quality control of any materials to be delivered hereunder. Such inspections and testing may be conducted by Buyer or any third party selected by Buyer.

7. **CONFLICT MATERIALS** - As part of our commitment to responsible sourcing, we require some of our suppliers to submit annually a Conflict Minerals Reporting Template (CMRT). The CMRT report provides information about the presence or absence of conflict minerals in the supply chain, as well as the steps taken to ensure responsible sourcing of these minerals. Conflict minerals (3TG) refer to minerals tungsten (W), tantalum (Ta), tin (Sn), and gold (Au) that are sourced from regions where armed conflict and human rights abuses are prevalent. If Seller adds or uses 3TG in any products or processes sold to Buyer, Seller must notify Buyer upon acceptance of purchase order and submit a CMRT using the latest version.

8. **QUANTITY** - The quantity of material ordered or released hereunder must be strictly adhered to unless otherwise agreed upon, and may not be exceeded or shorted. Buyer shall not be liable for and may reject and may either return to Seller or retain for Seller (in either case at Seller's risk and expense) any material delivered in excess of that so ordered or released.

9. **CARTAGE OR BOXING** - All materials shall be properly packed, marked, loaded and shipped as required by this purchase order and by the transporting carrier and as otherwise directed by Buyer. All materials shall be packed by Seller in suitable containers for protection to permit safe transportation and handling. Unless otherwise provided, Seller shall bear all costs for cartage, boxing, pallets, packages or containers required in connection with this purchase order. Seller shall properly mark each box, package, or container with Buyer's purchase order number and Buyer's ID or inventory number. Packing slips (which shall accompany the materials), shipping documents and memos, ASN documents and bills of lading shall show the purchase order number, vendor, and item and reference numbers. For each international shipments, Seller shall include

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a customs valuation invoice with a master packing slip and shall furnish all other required export/import documents. Export and trade credits shall belong to Buyer. Seller shall furnish (i) all documents required to obtain export credits and customs drawbacks; (ii) certificates of origin of the materials and goods supplied and the value added in each country; (iii) all USMCA and other related documents; (iv) all required export/import licenses or authorizations; and (v) any other documents requested by Buyer or any of its customers. Seller warrants that the contents of such documents shall be true and accurate. Seller shall indemnify Buyer for any damages, including, without limitation, duties, interest and penalties, arising from a false or inaccurate statement.

**10. DEFAULT** - Upon the occurrence of any one of the following events, Seller shall be deemed to be in default under this purchase order, and Buyer shall (without limitation to any other rights or remedies that may be available to Buyer at law or equity) have the unrestricted right, upon written notice, to terminate this purchase order and, upon the delivery or mailing of such notice to Seller, every obligation of Buyer hereunder shall immediately terminate: (i) Seller becoming insolvent; (ii) commencement of proceedings by, for or against Seller under any law relating to bankruptcy or the relief of debtors; the appointment of a receiver or trustee for Seller; or the execution by Seller of an assignment for the benefit of its creditors; (iii) determination by Buyer, in its sole judgment, that Seller's financial condition is such as to endanger its performance hereunder; (iv) the dissolution of Seller; the sale, transfer or disposition by Seller of all or substantially all of its assets (either in one transaction or through a series of transactions); or any merger, consolidation, reorganization, sale or other transfer of stock or other equity or other event that results in more than fifty percent (50%) of the equity ownership of Seller being owned by a person(s) who is not currently an equity owner of Seller; (v) Seller's failure to strictly comply with any of the provisions, terms, conditions or obligations of this purchase order (including, without limitation, its failure to make timely deliveries of material specified hereunder) or the Supply Agreement; (vi) any breach by Seller of any representations or warranties hereunder or in the Supply Agreement; (vii) Seller at any time ceasing in any way to be competitive with respect to cost, quality or delivery; or (viii) Seller's failure to comply with any other obligation owed by Seller to Buyer, including, without limitation, pursuant to other contracts between Buyer and Seller. If Buyer cancels this purchase order as hereinabove provided, Buyer shall not be liable to Seller for any amount, except for payments owed for conforming materials accepted by Buyer prior to termination, and (without limitation to any other rights that Buyer may have hereunder or at law or in equity) Seller shall compensate Buyer for all losses and damages (direct or indirect, including, without limitation, consequential and incidental damages and lost profits) sustained, and costs and expenses incurred, by Buyer by reason of such default and/or cancellation, including, without limitation, excess costs incurred by Buyer as a result of obtaining materials from another source.

**11. TERMINATION WITHOUT DEFAULT** - Buyer may, at any time, for any reason or no reason, for its sole convenience and at its sole discretion, upon notice in writing, terminate this purchase order in whole or in part, even though Seller is not then in default. Such notice shall state the extent and effective date of termination and upon the mailing or delivery thereof to Seller, Seller will, (i) in accordance with the direction set forth in such notice, terminate work hereunder and under any orders and/or subcontracts outstanding hereunder, and place no further orders or subcontracts hereunder; (ii) take all steps necessary to protect materials and/or property in Seller's possession in which Buyer has or may acquire an interest; and (iii) take all reasonable steps to minimize any costs, expenses and damages resulting from the termination. Upon such termination, Buyer's obligations to Seller shall be limited to payment for (i) conforming materials completed prior to the date of termination, in accordance with the terms and requirements hereof, and not previously paid for; (ii) the actual costs incurred by Seller which are properly allocable under recognized commercial accounting practices to the terminated portion of this purchase order (but excluding any charge for interest or materials which may be diverted to other orders); provided, however, that the total payments which Buyer is obligated to make upon such a termination shall not exceed the purchase order price of the materials to which such termination applies. Buyer shall have no other obligations or liability of any kind to Seller as a result of such a termination. Termination by Buyer hereunder shall be without prejudice to any claims which Buyer may have against Seller. Within 30 days after receipt of a termination notice, Seller shall submit (in writing) its claim for amounts due to Seller. Buyer reserves the right to verify the claim by auditing all relevant records. Seller shall not be paid for any work performed after the date of termination, nor for any costs incurred by Seller's suppliers or subcontractors after such date. Seller shall transfer title and deliver to Buyer, if so requested by Buyer, all undelivered goods, work in process or raw materials paid for by Buyer as provided above. Seller may not terminate this purchase order.