

TERMS AND CONDITIONS OF SALE

1. **Controlling Provisions.** This document, together with the sales quotation referencing this document (the "Quote" and collectively with this document, this "Contract") constitutes an offer by MicroPrecision LLC ("Company") to provide the goods described in the Quote (collectively, the "Products") to the party to whom the Quote is addressed ("Buyer"). Buyer's acceptance of this Contract is limited to the terms contained in this Contract, and Company hereby objects to and rejects any additional, different or varying terms proposed by Buyer (including any terms contained in Buyer's orders), unless Company expressly agrees to such terms in writing. Such proposal of additional, different or varying terms by Buyer will not operate as a rejection of Company's offer, and Company's offer will be deemed accepted without such additional, different or varying terms. This Contract constitutes the final expression of the terms between Company and Buyer regarding the Products and is the complete statement of those terms. Any terms, conditions, negotiations or understandings not contained in this Contract will have no force or effect unless made in writing and signed by Company and Buyer.
2. **Acceptance.** Buyer will be deemed to have accepted this Contract upon the earliest of the following to occur: (a) Company's receipt of a copy of this Contract signed by Buyer; (b) Buyer's payment of any deposit or other amounts due under this Contract; (c) Company's delivery of the Products; or (d) any other event constituting acceptance under applicable law.
3. **Orders.** Buyer's order of any Products from Company shall be subject to the provisions of this Contract. Buyer's order must be made in a form acceptable to Company. Company reserves the right to accept or reject any orders for any reason in its sole discretion. Company may accept any order by confirming the order (whether by written confirmation, invoice or otherwise) or by delivering the Products covered thereby, whichever occurs first. No order is binding on Company unless accepted by Company as provided in this Section. If an order is a blanket order which contemplates more than one shipment over a period of time, Buyer must schedule its releases such that all Products covered by the order are taken within one year after the date of Company's first shipment under such blanket order.
4. **Changes, Cancellations, and Returns.** Buyer may not change or cancel an order that has been accepted by Company, unless Company agrees in writing. Company reserves the right to change the price, terms of payment and shipment dates for any Products affected by any changes to any order which are requested by Buyer and approved by Company in writing. When Company consents to the cancellation of any order, Buyer shall be responsible for all expenses incurred by Company related to such cancelled order. Buyer shall inspect the Products upon receipt at the destination and notify Company in writing of any shortages, damages to or defective products within five (5) days of delivery. Failure of Buyer to timely notify Company of any shortages, damage to or defective products shall constitute a waiver of any liability of Company. Buyer may not return any Products to Company unless Company agrees in writing. Company reserves the right to correct clerical or similar errors relating this Contract or any order hereunder.
5. **Delivery.** Unless otherwise stated in this Contract, Company shall deliver the Products F.O.B. Company's facility (the "Delivery Point"), as described in the Quote. All risk of loss, damage or delay, and title to the Products shall pass from Company to Buyer upon delivery to the carrier at the Delivery Point. All quoted shipment and/or delivery dates and/or periods are approximate. Time for delivery shall not be of the essence. Delivery dates given by Company are based on prompt receipt of all necessary information regarding the order. Company's failure to meet any shipment or delivery date does not constitute a cause for cancellation and/or for damages of any kind. Buyer shall be responsible for picking up the Products at the Delivery Point and for transporting such Products to Buyer's intended destination.
6. **Delivery Delays.** In the event of delay in delivery requested by Buyer or caused by Buyer's (a) failure to supply adequate instructions, (b) failure to arrange for pickup, (c) failure to supply or approve necessary data in a timely manner, (d) requested and approved changes, or (e) failure to provide documents required for Company to effect delivery, Company will store all Products at Buyer's risk and expense. Buyer shall pay all storage costs and expenses upon Company's demand.
7. **Prices; Taxes.** Prices for the Products shall be as stated in the Quote. Such prices shall be subject to adjustment by Company at any time prior to delivery to account for increases in Company's costs. Company will notify Buyer of any price increase prior to delivery of the affected Products. All prices are stated, and shall be payable, in U.S. dollars. All quotations from Company for the Products will automatically expire 30 days from the date thereof, unless the quotation states otherwise or is withdrawn by Company. Buyer shall pay or reimburse Company, on demand, for all taxes, fees and costs, including interest, imposed on, in connection with or measured by any transaction between Company and Buyer, in addition to the prices quoted or invoiced.
8. **Terms of Payment.** Buyer shall make all payments relating to this Contract in a method acceptable to Company. Unless otherwise stated in the Quote or approved by Company's Credit Department, terms of payment are net 30 days from the invoice date. Buyer agrees to pay a service charge at the rate of 1.5% per month (or at the highest rate allowable under applicable law, whichever is lower) on all overdue amounts (calculated from the due date to the date paid). Company may refuse to ship any Products to Buyer when Buyer has any invoices that are past due.
9. **Limited Warranty; Damages Limitations.** (a) Company warrants to Buyer that the Products sold to Buyer will be manufactured in accordance with, and will conform to, the written specifications for such Products as provided by Buyer to Company. The warranty period for this limited warranty shall be one year from the date such Products are delivered to the Delivery Point (the "Warranty Period"). This LIMITED WARRANTY SHALL NOT EXTEND to (i) defects caused by any specifications or designs supplied

by Buyer; or (ii) parts or other materials provided by Buyer. There is NO WARRANTY in cases of repairs, modifications or alterations of Products not authorized by Company in writing, damage in transit, negligence, abuse, abnormal usage, misuse, accidents, or normal wear and tear. Company's SOLE AND EXCLUSIVE obligation under this limited warranty (and Buyer's sole and exclusive remedy) will be, upon prompt written notice by Buyer at quality@micro-precision.com during the Warranty Period of any breach, to either, at Company's option: (i) repair or replace without charge any defective Product, in which case Buyer shall return to Company the defective Product or component at Buyer's sole expense; or (ii) credit to Buyer or refund the purchase price for such defective Product. This limited warranty covers only the replacement or repair of defective Products and does not include the cost of transportation of the Products to Company's facility. (b) THE EXPRESS WARRANTIES IN SECTION 9(a) ABOVE ARE EXCLUSIVE AND IN LIEU OF ALL OTHER WARRANTIES, INCLUDING, WITHOUT LIMITATION, IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. ALL OTHER EXPRESS AND IMPLIED WARRANTIES ARE HEREBY DISCLAIMED. Any oral or written description of the Products is for the sole purpose of identifying the Products and will not be construed as an express warranty. COMPANY SHALL NOT BE LIABLE FOR ANY SPECIAL, INDIRECT, INCIDENTAL OR CONSEQUENTIAL DAMAGES, INCLUDING, WITHOUT LIMITATION, LOST PROFITS, WHETHER FOR BREACH OF WARRANTY, FOR BREACH OR REPUDIATION OF ANY OTHER TERM OF THIS CONTRACT, OR FOR LIABILITY BASED ON NEGLIGENCE OR ANY OTHER THEORY. COMPANY'S AGGREGATE LIABILITY WITH RESPECT TO THIS CONTRACT SHALL BE LIMITED TO THE AMOUNT OF MONEY PAID TO COMPANY BY BUYER FOR THE PRODUCTS. Any assistance Company provides to or procures for Buyer outside the limitations of this Section will not constitute a waiver of the limitations of this Section. No Company employee or representative is authorized to change this limited warranty in any way or grant any other warranty unless such change is made in writing and signed by an officer of Company. Without limiting the foregoing, Buyer acknowledges that Company has no obligation to test designs and/or specifications or confirm that any designs and/or specifications are suitable or fit for any project, purpose, function, application or use, all of which inspection, testing and confirmation activities shall be solely the responsibility of Buyer.

10. **Intellectual Property.** Nothing in this Contract will be construed to give Buyer any rights in any trademarks or other intellectual property of Company.

11. **Force Majeure.** Company will not be responsible for any default or damage caused by an act of God, war, major disaster, terrorism, third-party criminal acts, insurrection, riot, flood, earthquake, fire, strike, lockout or other labor disturbance, delay by carriers, shortage of fuel, power, materials or supplies, operation of statutes, laws, rules or rulings of any court or government, demand for goods exceeding available supply or any other cause beyond Company's control. In the event of any delay in delivery, failure to fill orders or other default or damage caused by any of the foregoing, Company may, at its option and without liability, prorate its deliveries, cancel all or any portion of this Contract to the extent affected by the event of force majeure and/or extend any date upon which performance is due hereunder.

12. **Indemnification.** Buyer shall indemnify, defend and hold Company harmless from and against any and all liabilities, losses, fines, penalties, damages and expenses, including, without limitation, reasonable attorneys' fees, incurred by Company which arise out of or result from any of the following: (a) any claim that any designs or specifications furnished by Buyer infringe or constitute a misappropriation of any third party intellectual property rights; and (b) any claim for bodily injury, including death or disease, or for loss or damage to property which results from or is caused by the use of any product which is manufactured or sold by Buyer and which incorporates or otherwise utilizes any Product sold hereunder, except to the extent such claim results from any failure of a Product to conform, at the time of delivery to Buyer or its carrier, to applicable specifications.

13. **Termination.** In addition to other available remedies, Company may terminate this Contract with immediate effect upon written notice to Buyer if Buyer (a) fails to pay any amount when due or (b) has not otherwise performed or complied with this Contract in whole or in part.

14. **Miscellaneous.** This Contract constitutes the entire agreement between the parties with respect to Buyer's purchase of the Products and supersedes all other agreements or communications, written or oral, which may be deemed to be inconsistent with it. This Contract may not be amended or altered except by a writing signed by Company. This Contract will be governed by and construed according to the laws of the State of Wisconsin without giving effect to any choice or conflict of law provision or rule that would cause the application of the laws of any jurisdiction other than those of the State of Wisconsin. Neither this Contract nor sales hereunder will be governed by the provisions of the United Nations Convention on Contracts for the International Sale of Goods. If any provision of this Contract is held to be invalid or unenforceable for any reason, the parties acknowledge and agree that such invalidity or unenforceability (a) will not affect any other provision of this Contract, (b) the remaining terms, covenants and conditions hereof will remain in full force and effect, and (c) any court of competent jurisdiction may so modify the objectionable provision as to make it valid and enforceable. The failure of either party to insist, in any one or more instances, upon performance of any term, covenant or condition of this Contract will not be construed as a waiver or relinquishment of any right granted hereunder or the future performance of such term, covenant or condition. All of Company's remedies herein are cumulative and not exclusive of any other remedies available to Company at law, by contract or in equity. This Contract is for the sole benefit of the parties hereto and their respective successors and permitted assigns and nothing herein, express or implied, is intended to or shall confer upon any other person or entity any legal or equitable right, benefit, or remedy of any nature whatsoever under or by reason of this Contract.