SPACE ALLOYS USA LLC

STANDARD TERMS AND CONDITIONS OF SALE

1985 E 500 N, Windfall, Indiana 46076 · SpaceAlloysUSA.com · Doc. No. SAUSA-TC-001 · Rev A DRAFT — FOR ATTORNEY REVIEW, NOT FOR ISSUE

1. ACCEPTANCE; EXCLUSIVE TERMS

These Standard Terms and Conditions of Sale ("Terms") apply to every quotation, order acknowledgment, and sale of products, including cold-worked stainless steel bar and related mill products ("Products"), by Space Alloys USA LLC ("Seller") to any purchaser ("Buyer"). Seller's acceptance of any order is expressly conditioned on Buyer's assent to these Terms. Any terms in Buyer's purchase order, specifications, or other documents that add to, vary from, or conflict with these Terms are rejected and shall not bind Seller unless expressly accepted in a writing signed by an authorized representative of Seller. Buyer's issuance of a purchase order, acceptance of delivery, or payment constitutes acceptance of these Terms.

2. QUOTATIONS; PRICES

Quotations are valid for thirty (30) days from the date of issue unless otherwise stated and are subject to withdrawal or revision by Seller at any time before Buyer's order is accepted. Prices are exclusive of all taxes, duties, tariffs, freight, insurance, and handling, all of which are Buyer's responsibility unless expressly stated otherwise. For orders with extended delivery schedules, Seller reserves the right to adjust prices to reflect documented increases in raw material, alloy surcharge, or energy costs arising between order acceptance and shipment, with notice to Buyer.

3. ORDERS; CHANGES; CANCELLATION

Orders are binding on Seller only upon Seller's written order acknowledgment. Because Products are manufactured or processed to order, Buyer may cancel or modify an accepted order only with Seller's written consent and upon payment of Seller's costs incurred, including material acquired, processing performed, and a reasonable allowance for overhead and profit on work in process.

4. SPECIFICATIONS; CONFORMANCE; CERTIFICATION

Products will conform to the specifications, grades, sizes, and tolerances expressly identified in Seller's order acknowledgment (e.g., AMS, ASTM, or customer specifications there referenced), and to no other specifications. Unless otherwise agreed in writing, dimensional tolerances, straightness, surface condition, and quantity variations conform to standard industry practice for the product form. Each shipment will be accompanied by a Certificate of Conformance and, where applicable, mill test reports establishing chemical and mechanical properties and heat lot traceability. Nitronic is a registered trademark of Electralloy, a G.O. Carlson company; references to alloy designations identify material grade only.

5. QUANTITY TOLERANCE

Shipments of plus or minus ten percent (10%) of the ordered quantity or weight, or the nearest standard bar count, shall constitute complete performance of the order, and the price shall be adjusted pro rata to the quantity actually shipped, in accordance with standard mill practice.

6. DELIVERY; TITLE; RISK OF LOSS

Unless otherwise stated in Seller's order acknowledgment, all sales are EXW (Incoterms 2020) Seller's facility, Windfall, Indiana. Title and risk of loss pass to Buyer upon Seller's tender of Products to the carrier. Delivery dates are estimates made in good faith and are not guaranteed; Seller shall not be liable for any delay in delivery, and delay shall not entitle Buyer to cancel an accepted order except as required by law.

7. PAYMENT

Subject to credit approval, payment terms are net thirty (30) days from date of invoice, without setoff or deduction. Seller may require payment in advance, progress payments, or other security. Past-due amounts bear a service charge of one and one-half percent (1.5%) per month or the maximum rate permitted by law, whichever is less, plus Seller's reasonable costs of collection. Seller may suspend performance while any amount is past due.

8. INSPECTION; CLAIMS; EXCLUSIVE REMEDY

Buyer shall inspect Products promptly upon receipt. Claims for shortage, damage in transit, or nonconformance must be made in writing within thirty (30) days after receipt, and the Products held intact for Seller's inspection; Products shall be deemed accepted thereafter. No Product may be returned without Seller's written return material authorization (RMA). For any Product that Seller confirms is nonconforming, Seller will, at its option, replace the Product, reprocess it, or refund the purchase price paid for it. THE FOREGOING IS BUYER'S SOLE AND EXCLUSIVE REMEDY FOR NONCONFORMING PRODUCT.

9. LIMITED WARRANTY; DISCLAIMER

Seller warrants only that, at the time of delivery, the Products conform to Section 4. SELLER MAKES NO OTHER WARRANTY, EXPRESS OR IMPLIED, AND DISCLAIMS ALL IMPLIED WARRANTIES, INCLUDING THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. Buyer is solely responsible for determining the suitability of the Products for Buyer's applications, processes, and end uses, including any machining, forming, welding, or further processing performed by or for Buyer.

10. LIMITATION OF LIABILITY

IN NO EVENT SHALL SELLER BE LIABLE FOR ANY INCIDENTAL, CONSEQUENTIAL, SPECIAL, PUNITIVE, OR INDIRECT DAMAGES, INCLUDING LOST PROFITS, LOST PRODUCTION, OR COSTS OF PROCUREMENT OF SUBSTITUTE GOODS, WHETHER ARISING IN CONTRACT, TORT, STRICT LIABILITY, OR OTHERWISE. SELLER'S TOTAL LIABILITY ARISING OUT OF OR RELATED TO ANY ORDER SHALL NOT EXCEED THE PRICE PAID BY BUYER FOR THE PRODUCT GIVING RISE TO THE CLAIM. Any action by Buyer must be commenced within one (1) year after the cause of action accrues.

11. EXPORT CONTROL

The Products, and related technical data, may be subject to U.S. export control laws, including the Export Administration Regulations (EAR) and, where applicable, the International Traffic in Arms Regulations (ITAR). Buyer shall not export, re-export, transfer, or divert any Product or technical data except in full compliance with all applicable U.S. laws and regulations, and shall not sell or transfer Products to any denied or restricted party. Buyer shall be responsible for obtaining any required license or authorization.

12. GOVERNMENT CONTRACTS; FLOW-DOWNS

If Buyer's order is issued under a U.S. Government prime contract or subcontract, no FAR, DFARS, or other government flow-down clause shall apply to Seller unless the specific clause is identified in Buyer's order and expressly accepted in Seller's written order acknowledgment. Seller's acceptance of an order that references a government contract number does not, by itself, constitute acceptance of any flow-down provision.

13. TRACEABILITY; COUNTERFEIT PREVENTION

Seller maintains heat lot traceability for Products in accordance with its quality management system. Buyer shall preserve Seller's identification markings and certifications with the material and shall not misrepresent the origin, grade, or certification status of any Product. Products are sold for Buyer's use or authorized resale with full accompanying documentation only.

14. FORCE MAJEURE

Seller shall not be liable for any failure or delay in performance caused by events beyond its reasonable control, including acts of God, fire, flood, weather, labor disputes, shortages of materials, energy, or transportation, supplier delay or failure, equipment failure, epidemic, war, terrorism, cyber incident, or acts or orders of any government. Seller may allocate available Products among its customers in any reasonable manner.

15. GOVERNING LAW; VENUE

These Terms and all orders are governed by the laws of the State of Indiana, without regard to its conflict-of-laws rules. The United Nations Convention on Contracts for the International Sale of Goods shall not apply. The state and federal courts sitting in Indiana shall have exclusive jurisdiction over any dispute, and each party consents to the personal jurisdiction and venue of such courts.

16. GENERAL

Buyer may not assign an order without Seller's written consent. If any provision of these Terms is held unenforceable, the remainder shall continue in effect. Seller's failure to enforce any provision shall not constitute a waiver. These Terms, together with Seller's quotation and order acknowledgment, constitute the entire agreement between the parties with respect to the sale of the Products and supersede all prior or contemporaneous understandings relating thereto.