

STANDARD TERMS AND CONDITIONS

The term “CMF” means CM Fabricating, LLC, a Missouri limited liability company and the customer or person or entity buying products (“Products”) from CMF is referred to as the “Buyer”. CMF and Buyer are sometimes referred to collectively as the “Parties” or individually as a “Party”.

General Terms and Conditions of Supply – This document (the “Terms and Conditions”) shall be deemed to be an integral part of any sale of Products from CMF to Buyer. These Terms and Conditions and all documents incorporated by reference herein, constitute the entire agreement (“Agreement”) between Buyer and CMF regarding such sale, and such sale is expressly limited to and conditioned upon Buyer’s acceptance of, and assent to, these Terms and Conditions. Any understandings, agreements, course of dealing or performance, transactions, or usage of trade that purport to modify, vary, explain, supplement or contradict this Agreement do not come into force unless and until confirmed in writing by CMF. All estimates, deliveries, or other auxiliary services are provided exclusively on the basis of these Terms and Conditions. Terms and conditions submitted by Buyer are hereby contradicted and not recognized even if such terms and conditions are not expressly contradicted again upon receipt. These Terms and Conditions are deemed to be accepted at the latest upon delivery of the Products.

1. **ESTIMATES.** All estimates (“Estimates”) provided by CMF shall be effective for thirty (30) days from the time such estimate is sent to Buyer.
2. **PRICE.** Prices provided on any Estimate are net and do not include any taxes (including but not limited to, value added taxes, import fees and taxes, and any other city, county, state, or federal taxes where applicable), freight charges, insurance, storage costs, special handling, demurrage, or any other similar charges, costs, or fees. Any such taxes and fees will be itemized separately and are subject to change upon issuance of the final invoice (“Invoice”).
3. **PAYMENT TERMS.** Payment shall be made to CMF prior to shipping of Products to Buyer unless otherwise agreed to in writing by CMF.
4. **SHIPMENT AND RISK OF LOSS.** Unless otherwise agreed to by all Parties, all shipments shall be made DAP Buyer’s location according to Incoterms 2010. Costs for shipment and delivery shall be included on the Invoice and are due and payable before any Products are shipped to Buyer.
5. **CANCELLATION.** Buyer shall not have the right to cancel any order once Products have been shipped and all sales are final.
6. **INSPECTION, REJECTION, AND ACCEPTANCE.** All deliveries of Products by CMF to Buyer shall be subject to inspection by Buyer at the time and place of delivery, and Buyer shall have the right to reject any Product that does not conform to the Invoice description in a material way. Upon rejection of such non-conforming Products, CMF shall have the option to correct such non-conformance at CMF’s sole cost and expense or to refund the portion of the purchase price which corresponds to such non-conforming Product. Buyer shall not have the right to reject Products that conform to the Invoice description even if some of the Products delivered under such Invoice are deemed to be non-conforming. Any Products not rejected on the date and

time of delivery at the place of delivery shall be deemed accepted by Buyer and Buyer shall have no further rights to reject such Products for any reason. Acceptance of Products by Buyer at the time and place of delivery will not invalidate any warranties provided by these Terms and Conditions.

7. **INSTALLATION.** Unless otherwise agreed in writing, CMF will provide an instructional video to assist Buyer with installation of Products at Buyer's facility. Such instructional video is for informational purposes only and CMF shall not be responsible for any misinterpretations or misunderstandings of Buyer that result in improper installation. Unless Buyer is qualified to perform installation of Products, Buyer shall hire a third party professional who will be solely responsible for installation of Products. In no instance will CMF be responsible for improper installation or for damages or loss arising from installation of Products whether such installation is deemed proper or improper.

8. **PRODUCT SAFETY FEATURES.** Buyer represents and warrants that Buyer will not remove, alter, cover up, or damage any and all safety features of Products including, but not limited to, warning and instruction labels affixed to any Products, and will not otherwise impede or affect the ability of any and all persons to observe such safety features or read such warning or instruction labels at all times.

9. **PROPRIETARY RIGHTS AND INTELLECTUAL PROPERTY.** Unless expressly stated in these Terms and Conditions, CMF retains all rights in its intellectual property (including copyright, trademarks, patents, design rights, know-how, processes, procedures, technical information, data, and formulae) associated with the Products. Buyer agrees not to infringe, directly or indirectly, any intellectual property of CMF, and agrees to not reverse engineer Products in any way.

10. **LIMITED WARRANTY.** CMF warrants that Products: (i) will be free from defects in materials, workmanship and design for a period not to exceed six (6) months from the date of delivery and (ii) are free and clear of all liens and encumbrances and CMF has good and merchantable title and is authorized to sell such Product to Buyer.

The warranty provided for in this Section 10 shall be immediately void and of no further force or effect under any of the following circumstances: (i) modification, alteration, improper installation or improper repair of Products, (ii) the use or attempted use of any spare parts or replacement parts in or on any Product unless otherwise agreed to by CMF in writing, (iii) failure of Buyer to strictly follow maintenance and use instructions of any Product as set forth in any applicable communication or documentation provided to Buyer by CMF.

EXCEPT AS EXPRESSLY SET FORTH IN THESE TERMS AND CONDITIONS, CMF MAKES NO REPRESENTATION OR WARRANTY OF ANY KIND, EITHER EXPRESS OR IMPLIED, AS TO THE PRODUCTS, THEIR MERCHANTABILITY, OR FITNESS FOR ANY INTENDED USE OR PURPOSE. CMF'S LIABILITY (WHETHER UNDER THE THEORIES OF BREACH OF CONTRACT OR WARRANTY, NEGLIGENCE, OR STRICT LIABILITY) FOR PRODUCTS SHALL BE LIMITED TO REPAIRING OR REPLACING PRODUCTS OR PARTS FOUND BY BUYER TO BE DEFECTIVE, OR AT CMF'S OPTION, TO REFUNDING THE PURCHASE PRICE OF SUCH PRODUCTS OR PARTS. AT CMF'S REQUEST, BUYER

WILL SEND, AT BUYER'S SOLE EXPENSE, ANY ALLEGEDLY DEFECTIVE PRODUCTS TO CMF FOR CONSIDERATION OF A WARRANTY CLAIM.

11. **WARRANTY CLAIMS PROCEDURE.** For all warranty claims made pursuant to Section 10, Buyer shall first contact CMF and provide notice that Buyer intends to make a warranty claim on a Product. Upon verification by CMF that Buyer is within the applicable warranty period for such Product, CMF will provide Buyer with a document (the "Return Authorization") authorizing the return of such Product for inspection and evaluation by CMF. The Return Authorization will provide instructions for processing the warranty claim. Failure by Buyer to strictly follow the instructions provided on the Return Authorization will invalidate Buyer's warranty claim.

12. **LIMITATION OF REMEDY AND LIABILITY. CMF SHALL NOT BE LIABLE FOR DAMAGES CAUSED BY DELAY IN PERFORMANCE AND THE REMEDIES SET FORTH IN THESE TERMS AND CONDITIONS ARE EXCLUSIVE. IN NO EVENT, REGARDLESS OF THE FORM OF THE CLAIM OR CAUSE OF ACTION (WHETHER BASED IN CONTRACT, INFRINGEMENT, NEGLIGENCE, STRICT LIABILITY, OTHER TORT OR OTHERWISE), SHALL CMF'S LIABILITY TO BUYER EXTEND BEYOND OR EXCEED THE PRICE PAID BY BUYER FOR THE SPECIFIC PRODUCTS PROVIDED BY CMF GIVING RISE TO THE CLAIM OR CAUSE OF ACTION. BUYER AGREES THAT IN NO EVENT SHALL CMF'S LIABILITY TO BUYER AND/OR ITS CUSTOMERS EXTEND TO INCLUDE INCIDENTAL, CONSEQUENTIAL OR PUNITIVE DAMAGES.** The term "consequential damages" shall include, but not be limited to: liquidated damages paid or payable to any third party pursuant to a contract or agreement between Buyer and such third party; loss of anticipated profits; business interruption; loss of use, revenue, reputation and data; costs incurred, including without limitation, for capital, labor, fuel, or power; and loss or damage to property or equipment. Buyer expressly acknowledges and agrees that CMF has set its prices and entered into the Agreement in reliance upon the limitations of liability and other terms and conditions specified herein, which allocates the risk between CMF and Buyer and form a basis of this bargain between the Parties.

13. **INDEMNIFICATION.**

- a. Buyer agrees to defend, indemnify and hold CMF, its officers, directors and employees harmless from and against any and all claims, actions, suits, demands, damages, liabilities, obligations, and other losses, including reasonable attorneys' fees and court costs arising therefrom or related thereto, claimed from or against CMF and arising out of (i) Buyer's ownership and use of the Products, (ii) Buyer's acts or omissions and (iii) Buyer's performance under this Agreement.
- b. In no event shall either Party be liable for punitive, indirect, incidental, special or consequential damages suffered by the other Party, including but not limited to loss of profits.

14. **FORCE MAJEURE.** CMF shall not be liable for any act, omission, result or consequence, including but not limited to any delay in delivery or performance or non-performance due to acts of God; acts of Buyer; war; weather; sabotage; civil disturbances or riots; the prior performance

of any government order; any order bearing priority rating or order placed under any allocation program (mandatory or voluntary) established pursuant to law; local labor shortage; fire; flood or other casualty; government regulation or requirement; shortage or failure of raw material, supply, fuel, power or transportation; breakdown of equipment; strikes, labor disputes or differences with workmen, regardless of whether or not CMF is capable of settling any such labor problem; unforeseen circumstances or any events beyond CMF's reasonable control whether of similar or dissimilar nature than those above enumerated (each a "Force Majeure Event"). CMF has the right to cancel any order if CMF determines in its sole discretion that it will be unable to perform due to any events beyond its control, including, but not limited to those enumerated above, and CMF shall have no liability to Buyer for any costs incurred by Buyer as a result of such cancellation.

15. **CONFIDENTIALITY.** In the course of the relationship between the Parties, Buyer may acquire valuable trade secrets, proprietary data, and other confidential information of CMF including without limitation, drawings, specifications, data, goods, technical information, information on processes, customer identities, and other tangible and intangible property (collectively, the "Confidential Information"). Buyer agrees that throughout the course of its relationship with CMF and for a period of five (5) years after the most recent order placed by and delivered to Buyer, Buyer will not, without the expressed written consent of CMF, directly or indirectly communicate or divulge to, or use for its own benefit or the benefit of any other person or entity, any of CMF's Confidential Information which was communicated to or otherwise learned of or acquired by Buyer during the course of its relationship with CMF. Notwithstanding the foregoing, Buyer may disclose or use Confidential Information under any of the following circumstances: (i) disclosure or use thereof in good faith and in connection with the performance of its duties in the course of its relationship with CMF, but only to the extent required, (ii) disclosure or use of any such information or data which is generally known within the industry or is otherwise available through independent resources, and (iii) disclosure or use thereof pursuant to any regulatory, compliance, or legal requirement in which case Buyer agrees to provide notice of such requirement prior to such disclosure or use in order to give CMF, in its discretion, the ability to challenge any such disclosure or use with the applicable governmental authority or to otherwise obtain a protective order as to such disclosure or use. Buyer agrees to immediately notify CMF of any disclosure of Confidential Information that is not permitted under these Terms and Conditions and of any other misuse of Confidential Information in violation of these Terms and Conditions. In addition, Buyer agrees to indemnify and hold harmless CMF and its respective officers, directors, employees, agents, successors and assigns, from and against any and all claims, actions, suits, demands, damages, liabilities, obligations, and other losses, including reasonable attorneys' fees and court costs arising therefrom or related thereto, claimed from or against CMF and related to the unauthorized use or disclosure of CMF's Confidential Information including but not limited to dissemination of Confidential Information that occurs due to a third-party data breach of Buyer's computer, filing, or data retention systems.

16. **WAIVER.** Failure or inability of either Party to enforce any right hereunder shall not waive any such right with respect to future performance under the Agreement.

17. **EXPORT.** Buyer agrees that all applicable export control laws, regulations, orders and requirements, including without limitation those of the jurisdiction in which CMF and Buyer are established or from which Product may be supplied, will apply to their receipt and use. In no event shall Buyer use, transfer, release, or export Product in violation of applicable laws, regulations,

orders or requirements. In connection with the transactions contemplated by the Agreement, Buyer is familiar with and shall fully comply with all applicable laws, regulations, rules and other requirements of CMF's jurisdiction and of any applicable state, foreign and local governmental body in connection with the purchase, receipt, use, transfer and disposal of Products. If Buyer exports a Product in violation of any applicable law, regulation or rule, Buyer shall be solely responsible for any fines or penalties imposed by competent authorities and shall indemnify and hold CMF harmless from any fines, penalties, and costs (including legal fees) incurred by CMF in connection with Buyer's violation.

18. **GENERAL PROVISIONS.** The Agreement supersedes all other communications, negotiations and prior oral or written statements regarding the subject matter of the Agreement. All typographical or clerical errors made by CMF in any Estimate, Invoice or publication are subject to correction.

19. **APPLICABLE LAW; VENUE.** Interpretation of these Terms and Conditions and all transactions between the Parties shall be governed by and interpreted in accordance with the laws of the State of Missouri (without regard to conflict of laws provisions). Buyer irrevocably consents and agrees that proceedings against Buyer may be brought in the courts of the State of Missouri in Clay County, or the District Courts of the United States for the U.S. Judicial District in which said Clay County is included. The U.N. Convention on Contracts for the International Sales of Goods shall not apply to the Agreement.

20. **NOTICE.** All notices, claims, requests and other communications hereunder which are required or may be given under this Agreement shall be in writing and shall be deemed to have been duly given and received on the date sent if hand-delivered, or sent by delivery service, or facsimile transmission or email to the address set forth on the applicable Invoice. Notices, claims, requests, and other communications delivered by mail shall be deemed to have been received three (3) business days after deposit in the US mail postage prepaid.

21. **ASSIGNMENT.** Neither the Agreement nor any of the rights, interest or obligations hereunder shall be assigned by Buyer without the prior written consent of CMF which consent shall not be unreasonably withheld provided, however, that Buyer may (i) assign the Agreement to any entity that acquires all or substantially all of Buyer's assets or its business that is the subject hereof, or (ii) upon written notice to CMF, assign the Agreement to any entity that is owned by Buyer.

22. **TOOLS AND MATERIALS.** CMF shall retain title to any designs, sketches, drawings, blueprints, patterns, dies, models, molds, tools, special appliances and materials furnished or paid for by CMF in connection with any order.

23. **COMPLIANCE WITH LAWS.** In connection with each order, Buyer shall comply with all applicable foreign, federal, state and local laws, executive orders, rules and regulations, including but not limited to the Occupational Safety and Health Act of 1970 as amended ("OSHA"), Toxic Substances Control Act as amended ("TOSCA"), Equal Employment Opportunity Act and the Regulations and Standards issued pursuant thereto, and the Fair Labor Standards Act of 1938 as amended ("FLSA").

24. **HEADINGS.** The paragraph headings and numbers are for convenience only and shall not be deemed to affect in any way the language of the provisions to which they refer.

25. **INTERPRETATION.** Where the context of the Agreement so requires, the singular shall include the plural and vice versa.

26. **SEVERABILITY.** Any provision of this Agreement that is prohibited or unenforceable in any jurisdiction shall, as to such jurisdiction, be ineffective only to the extent of such prohibition or unenforceability without invalidating the remaining provisions of this Agreement or affecting the validity or enforceability of such provisions in any other jurisdiction.

27. **ORDER OR PRECEDENCE.** In the event of any conflict between the Agreement and any other terms and conditions of any other document, the Agreement shall govern. In the event of conflict between the terms and conditions found in the Invoice and these Terms and Conditions, the Invoice shall govern.