

Standard Terms and Conditions

1. **Applicability.** These Standard Terms and Conditions apply to all quotes, purchase orders, and sales transactions issued by or entered into with United Alloy, Inc. ("UA") relating to any proposed sale of goods and/or incidental services ("Products") by UA and/or its affiliates (including, but not limited to, United Alloy Texas LLC, United Alloy Great River LLC, and United Alloy Ohio LLC) to any third party ("Buyer"), and are incorporated into each such quote, purchase order, and sales transaction by reference. As used herein, the term "UA" refers to United Alloy, Inc., and/or any United Alloy affiliate which actually manufactures the Products.

2. **Acceptance.**

- 2.1. UA's offer to sell Products to Buyer is expressly subject to Buyer's acceptance of these Standard Terms and Conditions.
- 2.2. Buyer's submission of a purchase order in response to any UA quote constitutes Buyer's acceptance of these Standard Terms and Conditions, in their entirety, and precludes Buyer's objection to UA's Standard Terms and Conditions and/or Buyer's inclusion of any different or additional terms, items or conditions in any resulting order except as set forth in a written amendment referencing these UA Standard Terms and Conditions and signed by both UA and Buyer. If Buyer has previously made UA an offer with respect to the Products, no UA quote will operate as an acceptance of Buyer's offer, but instead will be deemed a counteroffer. Buyer agrees that UA is not bound by any term or condition in any Buyer offer that is inconsistent with or in addition to the terms and conditions hereof. All sections of the Uniform Commercial Code as adopted in Wisconsin that are not inconsistent with any term hereunder are incorporated by reference. To the extent any provision of the UCC would provide Buyer with rights or remedies beyond those expressly set forth in these Standard Terms and Conditions, such UCC provisions are expressly excluded and shall not apply.

3. **Payment.**

- 3.1. UA may invoice Buyer (i) upon shipment, (ii) upon delivery, and/or (iii) for any deposits, progress payments, tooling charges, or other amounts as stated in UA's quotation or order acknowledgement. Unless otherwise stated in a written quotation issued by UA, Buyer shall pay all invoices in full net thirty (30) days from the invoice date, in U.S. dollars and in immediately available (cleared) funds, without setoff, deduction, counterclaim, or withholding of any kind.
- 3.2. Late Charges; Collection Costs. Any amount not paid when due shall accrue interest at the rate of 1.5% per month (18% per annum) or the maximum rate permitted by applicable law, whichever is less, from the due date until paid. Buyer shall reimburse UA for all reasonable costs of collection, including attorneys' fees and expenses.
- 3.3. Taxes. Prices are exclusive of all sales, use, excise, value added, goods and services, customs, duties, and similar taxes, levies, and charges (collectively, "Taxes"). Buyer shall pay all Taxes applicable to the sale of the Products (other than taxes on UA's net income). If Buyer claims exemption from any Taxes, Buyer shall provide UA with a valid exemption certificate prior to shipment; otherwise, Buyer shall pay such Taxes.
- 3.4. Credit; Adequate Assurance; Suspension. All sales are subject to UA's credit approval. If UA, in its sole discretion, reasonably determines that Buyer's credit or ability to pay is impaired or insecure, UA may require cash in advance, a deposit, letter of credit, or other adequate assurance of payment. If Buyer fails to make any payment when due or fails to provide adequate assurance within five (5) business days after request, UA may, without liability, suspend performance, withhold shipment, stop

work, and/or cancel any affected order(s), in each case without prejudice to UA's other rights and remedies. Upon any such suspension or cancellation, Buyer shall remain liable for all amounts due for Products already shipped or manufactured, all cancellation fees under Section 4, and all other amounts owing to UA.

- 3.5. Allocation of Payments. UA may apply payments to invoices, charges, and amounts due in such order as UA determines in its discretion.
- 3.6. No Waiver. Acceptance by UA of any late or partial payment shall not constitute a waiver of UA's right to receive full and timely payment of all amounts due.

4. **Cancellations.**

- 4.1. Buyer may cancel any Product Order at any time by providing written notice to UA and paying all applicable cancellation fees noted below, which shall be invoiced immediately by UA and be due and payable by Buyer within thirty (30) days of UA's invoice for the same.
- 4.2. For any Product Order with a total value of \$100,000 or less, cancellation fees shall be based on the timing of the Buyer's cancellation notice relative to the scheduled delivery date to Buyer as specified in the applicable Product Order, as follows:

Cancellation Notice Timing	Cancellation Fee
28 or fewer days before delivery date; OR if the subject Product has already been manufactured and is being held in UA's finished goods inventory awaiting shipment; OR if the internal UA job order has been released to production and nested for manufacturing	Product Order Price x 100%
84-29 days before delivery date	Product Order Price x 60%
112-85 days before delivery date	Product Order Price x 25%
140-113 days before delivery date	Product Order Price x 10%
More than 140 days before delivery date	No Fee

- 4.3. For any Product Order with a total value exceeding \$100,000, UA reserves the right to impose a cancellation fee pursuant to Section 4.2, above, or in an amount equal to the actual costs UA has incurred in connection with the Product Order, which amount may exceed the percentage amounts set forth in Section 4.2 but shall never exceed the total Product Order price. If UA elects to impose a cancellation fee based on actual costs incurred, then UA shall provide Buyer with a written, itemized calculation substantiating such actual costs within ten (10) business days of receiving Buyer's cancellation notice, and Buyer shall be responsible to pay the calculated cancellation fee in lieu of the standard cancellation fee set forth in Section 4.2.
- 4.4. UA's determination of applicable cancellation fees shall be final and binding, provided such determination is made in accordance with this clause.
- 4.5. All cancellation fees shall be paid by Buyer to UA within thirty (30) days of UA's invoice for the same. Buyer's obligation to pay cancellation fees shall not be subject to offset for any reason and shall survive any cancellation of the subject Product Order.
- 4.6. Buyer's cancellation of any Product Order and payment of cancellation fees under this Section 4 shall not constitute an

accord and satisfaction of any claims UA may have asserted against Buyer before the cancellation occurs and shall not waive UA's right to seek additional damages or remedies available at law or equity for Buyer's material breach of contract that occurred prior to cancellation, provided that UA shall not be entitled to seek damages arising solely from a Product Order cancellation if cancellation fees have been paid by Buyer pursuant to this Section 4.

5. Inspection; Acceptance

- 5.1. Buyer shall inspect the Products promptly upon delivery (or, if applicable, upon delivery to Buyer's carrier under the applicable delivery term). Buyer shall be deemed to have accepted the Products unless Buyer provides UA with written notice of rejection within thirty (30) calendar days after delivery, specifying in reasonable detail the alleged nonconformity. Any rejection must (i) be limited to the portion of Products reasonably alleged to be nonconforming, (ii) identify the applicable UA invoice number, purchase order number, and quantity affected, and (iii) be accompanied by supporting documentation reasonably requested by UA (including photographs). Failure to timely and properly reject constitutes acceptance. Any use, installation, modification, resale, or other disposition of the Products by Buyer after delivery shall constitute conclusive acceptance and a waiver of any claim that the Products were nonconforming that was discoverable upon reasonable inspection. To the maximum extent permitted by law, Buyer waives and disclaims any right to revoke acceptance of the Products. In any event, Buyer shall have no right to revoke acceptance after the thirty (30) calendar day inspection period.
- 5.2. No Return Without Authorization. Buyer shall not return any Products to UA without UA's prior written return authorization and shipping instructions. Any unauthorized return may be refused and returned to Buyer at Buyer's expense.
- 5.3. Exclusive Remedies for Nonconforming Products. If any Products are properly rejected and UA confirms nonconformity, UA shall, in its sole discretion, repair, replace, or refund the purchase price paid for the nonconforming Products, and such remedy shall be Buyer's sole and exclusive remedy for nonconforming Products, subject to the warranty and limitations set forth in these Standard Terms and Conditions.

6. Warranty

- 6.1. For one year following UA's delivery of any Product to Buyer (the "Warranty Period"), UA warrants to Buyer that:
 - 6.1.1. UA shall have good title to the Products at the time of delivery.
 - 6.1.2. The Products will have been manufactured in conformity to the specifications and requirements made part of the applicable Product Order for the Products and UA's standard manufacturing practices.
 - 6.1.3. The Products will be of good design and, except for Products manufactured according to Buyer's Specifications, the manufacture, assembly, use, sale, and distribution of the Products will not infringe on the patent, trademark, copyright or other proprietary or intellectual property rights of any third party in the United States, including but not limited to, any trade secret or duly issued domestic or foreign patents, except that for Products manufactured according to Buyer's Specifications: (i) UA expressly disclaims and makes no warranty or representation whatsoever regarding the design, safety, fitness for purpose, or non-infringement of such Products, (ii) Buyer represents, warrants and covenants that it has all intellectual property rights, licenses, and permissions necessary to enable UA to manufacture the Products according to such

Specifications without infringing any third party rights, (iii) Buyer shall be solely responsible for and shall defend, indemnify and hold UA harmless from and against any and all claims, losses, damages, liabilities, costs, expenses (including reasonable attorneys' fees), judgments or settlements arising from or relating to any actual or alleged design defects, safety issues, or intellectual property infringement related to Products manufactured according to Buyer's Specifications, and (iv) UA's sole obligation with respect to such Products shall be to manufacture them in accordance with the Specifications provided by Buyer as otherwise provided herein. To the extent that any Products are manufactured or supplied in accordance with Buyer Specifications, (i) Buyer is solely responsible for the accuracy, completeness, and suitability of the Buyer Specifications, (ii) UA may rely on the Buyer Specifications without independent verification, (iii) any errors, ambiguities, omissions, or inconsistencies in the Buyer Specifications, and any resulting nonconformity, delay, rework, scrap, or cost increase, shall be Buyer's responsibility, and (iv) any changes in Buyer Specifications shall not be effective unless accepted by UA in writing and shall entitle UA to reasonably adjust pricing, lead times, and other terms to reflect any such change.

- 6.1.4. The Products will have been manufactured in accordance with applicable federal, state and local laws, rules and regulations of the United States in effect at the time of manufacture.
- 6.1.5. The Products will be free from defects and of good quality, material, and workmanship.
- 6.2. Warranty Exclusions and Limitations.
 - 6.2.1. The warranties set forth herein shall not apply to the non-conformity or failure of any Product due to (i) service of the Product with non-conforming replacement parts; (ii) improper or contaminated fuel, oil, and/or coolants; (iii) failure to maintain fluid levels recommended by UA; (iv) normal wear and tear; (v) misuse, abuse, negligence or improper installation (including but not limited to failure to install on a level surface, failure to install proper containment systems, or failure to follow UA's installation guidelines); (vi) acts of God or other casualty losses beyond UA's control (such as collision, accident, theft, vandalism, riot, war, terrorism, fire, freezing, lightning, earthquake, windstorm, volcanic eruption, flooding, tornado or hurricane); (vii) rodent infestation; (viii) modification or alteration of any Product without prior written authorization from UA; (ix) repairs made to the Product without prior written authorization from UA; (x) misapplication; (xi) corrosion or rusting of any kind, whether caused by outside storage, environmental conditions, or normal wear and tear; (xii) designs specified by the Buyer and/or end-Buyer; (xiii) the failure or non-conformity of any accessory used in the manufacture or assembly of the Product which is supplied by third party suppliers, in which case Buyer's warranty rights shall be determined by the warranties provided by said third-party suppliers, if any; or (xiv) improper pressurization. **UA MAKES NO REPRESENTATION OR WARRANTY OF ANY KIND, EXPRESS OR IMPLIED, REGARDING THE LEGAL OR REGULATORY COMPLIANCE OF THE PRODUCTS IN ANY JURISDICTION WHERE THEY MAY BE INSTALLED OR USED, EXCEPT THAT UA REPRESENTS AND WARRANTS THAT THE PRODUCTS, AS MANUFACTURED AND DELIVERED, SHALL COMPLY WITH ALL APPLICABLE FEDERAL LAWS AND**

REGULATIONS OF THE UNITED STATES IN EFFECT AT THE TIME OF MANUFACTURE. IF THE PRODUCT ORDER SPECIFICALLY IDENTIFIES CANADA AS THE DESTINATION JURISDICTION, UA WARRANTS COMPLIANCE WITH APPLICABLE FEDERAL LAWS AND REGULATIONS OF CANADA IN EFFECT AT THE TIME OF MANUFACTURE. BUYER ACKNOWLEDGES AND AGREES THAT IT IS OTHERWISE SOLELY RESPONSIBLE FOR DETERMINING THE LEGAL REQUIREMENTS APPLICABLE TO THE INSTALLATION AND USE OF THE PRODUCTS IN ANY JURISDICTION AND FOR ENSURING COMPLIANCE WITH ALL APPLICABLE STATE, LOCAL, AND FOREIGN LAWS AND REGULATIONS.

6.2.2. THE WARRANTIES SET FORTH HEREIN ARE COMPLETE AND IN LIEU OF ALL OTHER CONDITIONS, REPRESENTATIONS, EXPRESS WARRANTIES, AND IMPLIED WARRANTIES, INCLUDING THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, AND ALL OTHER WARRANTIES IMPLIED BY STATUTE, USAGE, CUSTOM OF THE TRADE OR OTHERWISE. UA MAKES NO WARRANTIES REGARDING THE PRODUCTS EXCEPT AS SET FORTH HEREIN. ALL WARRANTIES NOT STATED HEREIN ARE SPECIFICALLY DISCLAIMED.

6.2.3. BUYER ACKNOWLEDGES AND AGREES THAT THE WARRANTIES STATED HEREIN EXTEND FOR ONE YEAR FROM UA'S DELIVERY DATE TO BUYER AND THAT UA'S PRICING FOR THE PRODUCTS IS SPECIFICALLY BASED UPON THIS LIMITED WARRANTY PERIOD. BUYER FURTHER ACKNOWLEDGES THAT THE WARRANTY PERIOD DOES NOT EXTEND BASED ON THE DATE OF DELIVERY TO OR INSTALLATION BY BUYER'S END CUSTOMER.

6.3. Warranty Claim Procedures.

6.3.1. Initiation of Warranty Claims. Buyer shall initiate any Warranty Claim (i) by sending written notice of any potential claim to UA within ten (10) business days of Buyer becoming aware of any incident that may be caused by a breach of warranty, and (ii) by submitting all pertinent information regarding the Warranty Claim to UA in writing as soon as reasonably possible and in any event within thirty (30) days of Buyer becoming aware of the incident giving rise to the claim, including but not limited to a description of each involved Product and its part number, the Product's location, the date the Product was assembled into the Buyer's product, if any, the date the Product was first placed in service, the Product's alleged failure date, a description of the Product's failure and the hours affected, UA invoice number and date, UA tank serial number, description of defect, results of testing performed by Buyer or its representatives, service tickets, warranty claim records, the total cost of the claim being asserted, and all documentation supporting the claim.

6.3.2. Inspection by UA. UA shall have a reasonable opportunity after receiving notice of a warranty claim, not to exceed thirty (30) calendar days from receipt of such notice, to complete an inspection of the subject Product. Buyer shall reasonably cooperate with and facilitate UA's inspection efforts and provide any reasonably requested documentation or information regarding the Product and the circumstances of its alleged failure. UA reserves the right to inspect the Product in its installed location prior to its removal or to require photographs or other

documentation of the installation and alleged defect. UA shall have no responsibility or liability to cover the costs of any corrective actions, repairs, replacements, or remedial measures taken by Buyer or Buyer's customer without the express advance written consent of an authorized representative of UA. Any such actions taken without UA's prior written consent shall void all warranty obligations with respect to the affected Product.

6.4. Damages and Limitations of Liability.

6.4.1. LIMITED AND EXCLUSIVE REMEDY – REPAIR, REPLACEMENT, OR REFUND. IF UA DETERMINES, IN ITS SOLE AND ABSOLUTE DISCRETION, THAT A PRODUCT IS DEFECTIVE AND COVERED BY THE TERMS OF THIS WARRANTY, THEN UA SHALL, AT UA'S SOLE OPTION AND DISCRETION, (I) REPAIR THE COVERED PRODUCT, (II) REPLACE THE COVERED PRODUCT WITH A NEW OR REFURBISHED PRODUCT OF EQUAL OR GREATER FUNCTIONALITY, OR (III) REFUND THE PURCHASE PRICE PAID FOR THE PRODUCT TO BUYER. EXCEPT AS EXPRESSLY PROVIDED IN THESE STANDARD TERMS AND CONDITIONS, THE REMEDIES SET FORTH IN THIS SECTION ARE BUYER'S SOLE AND EXCLUSIVE REMEDIES FOR ANY AND ALL CLAIMS ARISING FROM, CONNECTED WITH, OR RELATING TO THE PRODUCTS OR ANY SERVICES, WHETHER BASED IN CONTRACT, WARRANTY, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY, STATUTE, MISREPRESENTATION (WHETHER NEGLIGENT OR OTHERWISE), OR ANY OTHER THEORY. If UA elects to repair the covered Product, UA shall repair the Product itself unless UA receives a reasonable good faith estimate that the required repair will require work of two (2) hours or less, in which event UA may elect to authorize Buyer to make such repair, whereupon (i) Buyer shall submit appropriate documentation to UA to confirm the repair has been made, including a timesheet itemizing all labor costs incurred to make the repair, and (ii) UA shall reimburse Buyer for the actual reasonable cost to complete the repair, subject to a maximum of two (2) hours of labor and a maximum labor rate of \$150 per hour, for a total maximum reimbursement of \$300, provided that (a) Buyer submits complete documentation, including itemized invoices and proof of payment, within sixty (60) days of completing the repair, (b) Buyer obtains UA's prior written approval before commencing any repair work if the estimated costs exceed \$100, and (c) UA determines, in its sole discretion, that the repair was necessary and properly performed.

6.4.2. IN NO EVENT SHALL UA BE LIABLE FOR ANY DIRECT, INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL OR PUNITIVE DAMAGES OF ANY KIND ARISING FROM, CONNECTED WITH OR RELATING TO THE PRODUCTS, ANY SERVICES, ANY QUOTATION OR ORDER, OR THESE STANDARD TERMS AND CONDITIONS, INCLUDING ANY CLAIM ALLEGED UNDER CONTRACT, WARRANTY, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY, STATUTE, OR ANY OTHER THEORY OF LIABILITY, INCLUDING, BUT NOT LIMITED TO: LOSS OF REVENUE OR PROFITS; LOSS OF GOODWILL; ATTORNEYS' FEES; DAMAGE TO BUSINESS OR BUSINESS RELATIONS; LOSS OF USE OF EQUIPMENT; COST OF CAPITAL; COST OF SUBSTITUTED FACILITIES OR SERVICES OR PRODUCTS; DOWN-TIME COSTS; CLAIMS BY BUYER'S CUSTOMERS; LIQUIDATED DAMAGES; EXPENSES INCURRED BY BUYER IN CONNECTION WITH THE

WARRANTY CLAIM; FREIGHT COSTS; REINSTALLATION COSTS (INCLUDING LABOR); AND ANY OTHER DAMAGES FOR ECONOMIC LOSSES OR PROPERTY DAMAGE ARISING FROM, CONNECTED WITH OR RELATING TO UA'S ACTS OR OMISSIONS, WHETHER UNDER CONTRACT, NEGLIGENCE, STRICT LIABILITY, ENTERPRISE LIABILITY OR OTHER PRODUCT LIABILITY THEORIES. THIS PROVISION APPLIES WHETHER OR NOT (i) SUCH DAMAGES ARE FORESEEABLE, (ii) UA HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, OR (iii) SAID DAMAGES ARE TO PERSON OR PROPERTY. IN NO EVENT SHALL UA'S TOTAL CUMULATIVE LIABILITY TO BUYER OR ANY CLAIMANT ARISING FROM, CONNECTED WITH, OR RELATING TO ANY CLAIM, WHETHER BASED IN CONTRACT, WARRANTY, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY, STATUTE, OR OTHERWISE, SHALL EXCEED THE PURCHASE PRICE PAID FOR THE SPECIFIC PRODUCT THAT IS THE SUBJECT OF THE CLAIM OR CLAIMS.

6.4.3. WITHOUT LIMITING THE FOREGOING, UA SHALL NOT BE LIABLE FOR ANY DAMAGES, PENALTIES, CHARGEBACKS, FINES, OR LIQUIDATED DAMAGES ARISING OUT OF OR RELATING TO ANY DELAY IN DELIVERY OR FAILURE TO MEET ANY DELIVERY DATE, UNLESS UA EXPRESSLY AGREES TO SUCH LIABILITY IN A WRITING SIGNED BY UA.

6.5. ANY ACTION ARISING OUT OF OR IN ANY WAY CONNECTED WITH THE PRODUCTS MUST BE BROUGHT BY BUYER WITHIN TWO (2) YEARS FROM THE DATE OF DELIVERY BY UA TO BUYER, OR THE APPLICABLE STATUTORY PERIOD, WHICHEVER IS SHORTER.

6.6. NO RELIANCE. BUYER ACKNOWLEDGES THAT IT HAS NOT RELIED ON, AND WAIVES ANY CLAIM BASED ON, ANY STATEMENT, REPRESENTATION, ESTIMATE, OR PROJECTION NOT EXPRESSLY SET FORTH IN A WRITING EXECUTED BY UA AND BUYER THAT EXPRESSLY REFERENCES THESE STANDARD TERMS AND CONDITIONS.

6.7. THE REMEDIES STATED IN THESE STANDARD TERMS AND CONDITIONS ARE INTENDED TO BE THE SOLE AND EXCLUSIVE REMEDIES OF THE BUYER WITH RESPECT TO THE PURCHASE OF ANY PRODUCTS AND ANY BREACH OF WARRANTY. THE PARTIES ALSO AGREE THAT, REGARDLESS OF THE FAILURE OF THE SOLE AND EXCLUSIVE REMEDY, THE LIMITATIONS OF LIABILITY, EXCLUSIONS OF DAMAGES, AND DISCLAIMERS SET FORTH IN THESE STANDARD TERMS AND CONDITIONS SHALL APPLY. UA WILL NOT BE LIABLE FOR ANY CONSEQUENTIAL DAMAGES OF WHATSOEVER KIND OR NATURE. THE PARTIES INTEND THE EXCLUSION OF CONSEQUENTIAL DAMAGES AS AN INDEPENDENT AGREEMENT APART FROM THE SOLE AND EXCLUSIVE REMEDY HEREIN.

7. Buyer Indemnification

7.1. Buyer shall defend, indemnify, and hold harmless UA and its affiliates, and each of their respective directors, officers, employees, and agents, from and against any and all claims, demands, suits, actions, proceedings, losses, damages, liabilities, judgments, settlements, costs, and expenses (including reasonable attorneys' fees) arising out of or relating to:

7.1.1. Installation and site work. The unloading, handling, storage, installation, commissioning, servicing, or maintenance of the Products by Buyer, Buyer's contractors, or any third party, including any site

conditions and any failure to follow UA's written installation guidelines (if any).

7.1.2. Use, operation, and misuse. The operation, use, repair, modification, alteration, or misuse of the Products by Buyer, Buyer's customers, end users, or any third party, including use outside any instructions or specifications provided with the Products, or any failure by Buyer to provide adequate warnings, instructions, or training to its customers or end users.

7.1.3. Buyer statements and materials. Any labels, warnings, instructions, manuals, packaging, advertising, marketing materials, product literature, sales representations, or warranties/guarantees made or provided by Buyer (or anyone acting on Buyer's behalf) regarding the Products, including any claim alleging inadequate, inaccurate, or improper warnings or instructions to the extent attributable to such Buyer-provided materials.

7.2. UA shall provide Buyer with prompt written notice of any claim subject to indemnity, provided that any delay in providing such notice shall not relieve Buyer of its indemnification obligations except to the extent Buyer is materially prejudiced by such delay. Buyer shall control the defense with counsel reasonably acceptable to UA, at Buyer's sole cost and expense. UA shall have the right to participate in the defense at its own expense with counsel of its choice. Buyer shall keep UA reasonably informed of the status of the defense and shall not settle any claim in a manner that imposes any liability, obligation, or admission on UA, or that does not include a full and unconditional release of UA, without UA's prior written consent, which consent shall not be unreasonably withheld.

7.3. Carveout. Buyer shall have no indemnity obligation under this section to the extent any claim is finally determined to have been caused solely and directly by UA's gross negligence or willful misconduct in the design or manufacture of the Products as delivered to Buyer, and not by any subsequent modification, alteration, or misuse by Buyer or third parties.

8. **Force Majeure.** UA reserves the right to suspend, delay, or cancel any order of goods from Buyer, and shall have no liability or obligation to fulfill the affected order, if UA's business or operations are interrupted, impaired, or discontinued in whole or in part by: (a) acts of God, fire, flood, earthquake, hurricane, tornado, or other natural disasters; (b) epidemic, pandemic (including COVID-19 and its variants), or public health emergency; (c) strikes, lockouts, labor disputes, or other industrial disturbances; (d) war, civil disorder, acts of terrorism, riots, insurrection, or hostilities (whether declared or undeclared); (e) government actions, regulations, orders, or restrictions; (f) supply chain disruptions, including shortages or delays in obtaining raw materials, components, or transportation; (g) cyber attacks, data breaches, telecommunications failure, or critical technology system failures; (h) power outages or energy supply disruptions; or (i) any other similar circumstances or events beyond UA's reasonable control (each, a "Force Majeure Event"). UA shall promptly notify Buyer of any Force Majeure Event affecting its performance and shall use commercially reasonable efforts, as determined in UA's sole discretion, to minimize the impact of such event. If a Force Majeure Event continues for more than ninety (90) consecutive days, either party may terminate the affected order(s) upon written notice to the other party. In the event of such termination, Buyer shall pay UA for all Products completed or in process prior to termination, plus reasonable costs incurred by UA in connection with such order(s), including raw materials purchased or committed for such order(s).

9. **Title and Risk: Shipment.** Unless otherwise indicated on the UA quote, any risk of loss with respect to the Products will transfer to Buyer upon delivery of the Products to the carrier nominated by Buyer at the UA place of manufacture, in accordance with Incoterms® 2020

– FCA. Buyer shall be responsible for all costs and risks associated with transportation from the point of delivery onward, including insurance, import clearance, and duties. Title to the Products shall pass to Buyer only upon receipt of full payment in cleared funds by UA unless otherwise agreed in writing.

10. **Entire Agreement.** These Standard Terms and Conditions, together with the terms of UA's quote and any written amendments signed by both parties, are together intended by the parties to be a final, exclusive, complete, and fully integrated expression of their agreement and its terms, such that said documents constitute the entire agreement and understanding between the parties and terminate and supersede any prior oral or written agreements, discussions, or understandings relating to the subject matter hereof. In the event of any conflict between these Standard Terms and Conditions and any UA quote, these Standard Terms and Conditions shall control unless the quote explicitly states otherwise in a specific provision. There shall be no representations, promises, agreements, warranties, covenants or undertakings other than those expressly contained therein or incorporated therein by reference. NO COURSE OF PRIOR DEALINGS BETWEEN THE PARTIES AND NO USAGE OF TRADE SHALL BE RELEVANT TO SUPPLEMENT OR EXPLAIN ANY TERM USED HEREIN. No waiver, release, amendment or modification of any term shall bind UA unless set forth in a writing expressly referring to these Standard Terms and Conditions, duly executed by an authorized officer of UA with the title of Vice President or above. Any purchase order, acknowledgment, or other document issued by Buyer that contains terms different from or in addition to these Standard Terms and Conditions is hereby objected to and rejected, and such different or additional terms shall be of no force or effect. Any failure or delay by UA to exercise any right or remedy shall not constitute a waiver of such right or remedy.

11. **Applicable Law.** All UA quotes shall be deemed to have been made in the County of Rock, Wisconsin, and shall be governed in all respects by the laws of the United States of America and the laws of the State of Wisconsin, without reference to or application of its conflicts of law provisions.

12. **Dispute resolution.** In the event of any dispute, claim, or controversy arising from or relating to any Products sold by UA, these Standard Terms and Conditions, or any Quote incorporating these Standard Terms and Conditions, Buyer irrevocably consents and agrees to personal jurisdiction and venue in the federal and state courts of Rock County, Wisconsin, and agrees that any action shall be brought exclusively in such courts. Buyer expressly waives any objection to such jurisdiction or venue on the basis of inconvenient forum, lack of personal jurisdiction, or improper venue. The parties agree that the federal and state courts of Rock County, Wisconsin shall constitute the sole and exclusive jurisdiction for the resolution of any dispute between the parties. EACH PARTY HEREBY IRREVOCABLY WAIVES ANY AND ALL RIGHT TO TRIAL BY JURY IN ANY LEGAL PROCEEDING ARISING OUT OF OR RELATED TO THIS AGREEMENT OR THE TRANSACTIONS CONTEMPLATED HEREBY. In any action to enforce these Standard Terms and Conditions, the prevailing party shall be entitled to recover its reasonable attorneys' fees and costs from the non-prevailing party.

13. **Severability.** If any of the terms of these Standard Terms and Conditions or any quote in which they are incorporated is held to be illegal, invalid, or unenforceable, in whole or in part, then such invalidity or unenforceability shall affect only such clause or provision or part thereof, and such clause or provision or part thereof shall be severed without affecting the remaining terms, which shall remain in full force and effect; provided, however, that if such severance materially affects the fundamental basis of the bargain between the parties, either party may terminate the affected order(s) upon written notice. If any provision is held invalid or unenforceable, the parties agree that the court making such determination shall have the power to reduce the scope, duration, or area of the term, to delete specific words or phrases, or to replace any invalid or unenforceable term with a term that is valid and enforceable and that comes closest to expressing the intention of the invalid or unenforceable term.

14. **Headings.** The section headings are for reference only and will not be considered controlling as to the content or interpretation of any section.