

TERMS & CONDITIONS OF SALE & LIMITED WARRANTY OF LAKE CITY HEAT TREATING LLC (“BODYCOTE”)

1. As used herein the term “Goods” means the goods (or any part of them) to which services or processing is to be applied by Bodycote pursuant to an order. The term “Product” or “Products” means products supplied by Bodycote to a customer pursuant to an order. The term “Process or “Processing” means, as appropriate, hot isostatic pressing (HIP), encapsulation, evacuation and any associated processes or any other services provided by Bodycote to the Goods or performed in connection with the production of the Products. The customer agrees that acceptance of Bodycote’s offer for the sale of Goods, including the Processing of such Goods, is limited to the Terms and Conditions of Sale & Limited Warranty (“Terms”) herein and such Terms shall apply notwithstanding any contrary provisions contained in any document heretofore or hereafter delivered by customer to Bodycote, including, without limitation, any purchase order, shipping document or acknowledgment form provided by customer or its agents and even if such documents contain language mandating that the provisions contained in such documents override any contrary provisions contained in these Terms. Should Bodycote accept an offer by a customer for the sale of Goods, including the Processing of such Goods, Bodycote’s acceptance is made expressly conditioned on assent by the customer to these Terms. Further, by paying Bodycote’s invoices for Products and/or Processing to Goods, customer agrees that these Terms shall apply to the Products and/or Processing to the Goods covered by said invoice and that no provision stated herein shall be modified by any provision in any document presented by customer at any time.

2. Charges for all Products and/or Processing to Goods by Bodycote are due net 30 days from date of billing unless otherwise mutually agreed, in writing, and signed by customer and an authorized representative of Bodycote prior to the time any work is performed in producing the Products or before any Processing is rendered to the Goods. Bodycote reserves the right, at its option and in addition to other remedies it may have as set forth in these Terms or otherwise permitted by law to (i) place past due accounts on C.O.D. (Cash On Delivery) status, (ii) suspend performance of any order for customer and/or withhold delivery of any of customer’s Goods, without any liability or being considered to be in breach or default of its obligations under the Terms, (iii) exercise other remedies provided herein, by credit agreements between customer and Bodycote, if any, and/or as permitted by law, and/or (iv) charge interest on past due amounts at the greater of the maximum legal rate permitted by law or 18% per year (whichever is higher) until paid in full. Additionally, Bodycote shall be entitled to recover its costs, including reasonable attorney fees, to collect any amounts owed by customer and for any action brought to enforce or interpret the Terms hereof. Bodycote’s remedies are separate and distinct and Bodycote may exercise any one or combination of such remedies to the extent not expressly prohibited by law. All quotes by Bodycote are open for acceptance within one month from the date thereof and, in respect of a quote for Processing Goods where given without sight of the Goods, are provisional only. After examination of samples of the Goods, Bodycote has the right to amend its quote or decline to accept such Goods for processing or not to proceed with any such order.

3. **LIMITED WARRANTY.** Bodycote processes Goods to customer’s specifications involving time, temperature and pressure. Bodycote’s only warranties for its Processing of the Goods are that it has processed the Goods to those specifications along with the purity of the atmosphere gas utilized. Bodycote’s only warranties for the Products are that the Products have been manufactured in a good and workmanlike manner and are free from material defect. It is the duty of customer to inspect the Goods and Products immediately upon their delivery, and all claims under these Terms must be reported prior to the earlier of (i) the time that the Goods or Products are put to use or sold to others and before any further processing, assembling or other work has been done on said Goods or Products, or (ii) 90 days from the date the Goods or Products are delivered to customer (“Warranty Period”). All claims for breach of warranty must be submitted in writing to Bodycote within the Warranty Period. All warranties are void if (i) the Goods or Products are misused, abused, or modified following delivery thereof to customer, (ii) the Goods and/or Products are improperly or incorrectly stored after delivery to or collection by customer, or (iii) customer has made any use of the Goods and/or Products after it first discovers (or should have reasonably been able to discover) that such Goods and/or Products were damaged, defective or the subject of incorrect Processing. If any of the events described in subsections (i) or (ii) of the preceding sentence occur, customer agrees to indemnify and hold Bodycote harmless from any claims brought by anyone relating to personal injuries or property damages as a result of the use of such Goods or Products.

BODYCOTE MAKES NO WARRANTY, EITHER EXPRESSED OR IMPLIED, THAT PRODUCTS OR GOODS TO BE PROCESSED SHALL BE MERCHANTABLE OR FIT OR SUITABLE FOR ANY PARTICULAR USE OR PURPOSE. BODYCOTE MAKES NO OTHER WARRANTY, EXPRESS OR IMPLIED REGARDING THE PRODUCTS AND/OR ITS PROCESSING TO THE GOODS, EXCEPT AS IS EXPRESSLY SET FORTH HEREIN ALL SUCH OTHER WARRANTIES BEING HEREBY DISCLAIMED TO THE FULLEST EXTENT PERMITTED BY LAW.

4. Bodycote shall not be liable for any special, indirect, incidental, consequential, liquidated or any other type of damages in connection with the Products produced by it or the Processing on the Goods or the Products hereunder or for the breach of any of the obligations owed to customer. Customer recognizes that there are certain hazards involved in the Processing performed by Bodycote. Accordingly, in the event legal liability of Bodycote is established for any cause or reason whatsoever, including, without limitation for breach of warranty, the sole and exclusive liability of Bodycote and the exclusive remedy of customer shall be for Bodycote, at its sole option, to either replace the defective Product or re-perform the Processing of the Goods at no charge or to provide customer with an amount equal to customer's documented direct and actual damages, provided such damages shall not exceed the amount of the original purchase price of the Product or the original charges for the Processing of the Goods that gave rise to the liability (first, to reimburse for the charges and secondly, as full payment for all damages sustained by customer or damaged person whether actual, general, incidental, indirect, punitive, consequential, special or otherwise). If customer desires its own provisions as to liability to be in effect, this must be agreed to in writing, signed by an officer of Bodycote in advance of Bodycote's commencement of production of the Products or its performance of any Processing on the Goods, and in such event a higher charge will be made for Bodycote's Products and/or Processing. Bodycote also reserves the right to issue credit memos to customer for any monetary warranty or other obligations owed to customer.

5. Except as provided in Section 3 above, Bodycote does not represent, warrant or certify that the Products produced by Bodycote or the Processing to the Goods will conform to any particular specification or description unless it has so certified thereto in writing signed by a duly authorized representative of Bodycote. If materials are furnished with detailed instructions from customer as to the specifications or processes to be performed, Bodycote shall perform the processes in accordance therewith if such order is accepted. Bodycote agrees only that the processes as specified by customer shall be performed and does not guarantee, represent or warrant that solving any particular metallurgical problems will be achieved thereby.

6. Bodycote shall have no liability for alleged shortage in weight or count unless the claim is presented within five business days after receipt of the Products or Goods by customer and then only in the event such shortage in weight or count, if any, is verified by Bodycote.

7. Bodycote shall have no liability for shrinkage, expansion, deformity or rupture of materials resulting from Processing on the Goods including, without limitation, Hot Isostatic Pressing and Heat Treatment, or otherwise except by written agreement. In the event of suspension of work on the Goods and/or Products at customer's request or as a result of the inadequacy or inaccuracy of customer's instructions, any price quoted by Bodycote may be increased to cover any additional costs or expenses incurred by Bodycote as a result thereof. If customer does not indicate to Bodycote plainly and correctly the type of Goods and/or Products, including all relevant specifications (including, without limitation, make, brand and grade) of the

Goods and/or Products and all materials in the Goods to which Processing is to be applied and/or fails to give to Bodycote correct and complete instructions as to the Processing and/or the Products, including the specifications required, the Customer shall be liable for any additional costs or expenses incurred by Bodycote and any loss of profit, loss of business or loss of use of plant and equipment suffered by Bodycote whether as a direct or indirect result thereof. Customer shall be liable for all costs, charges and expenses whatsoever in connection with the opening, advising, confirmation, negotiation and operation of any letter of credit, the transfer of cash to Bodycote and/or the release of any shipping documents. The cost of any variation or modification to an order requested by customer after the date of the acceptance of order shall, if such variation or modification is accepted by Bodycote, be borne by customer.

8. Customer shall be solely responsible for adequate packing of its Goods to protect them in transit against weather conditions, impact damage and other transport risks and for the provision of suitable stillages, pallets and other containers. Customer shall use such packing materials as are suitable for re-use by Bodycote where Bodycote is responsible for delivering the Goods to customer. No warranty whatsoever is given by Bodycote that packing materials, cases, cartons and pallets will be returned to customer but wherever possible these will be returned to customer with the Goods. In respect of an order for Products, the detail of the packaging of such Products shall be separately agreed between Bodycote and customer. Customer shall be responsible for all crating, freight, and other charges for round trip transportation of any Goods or Products that become the subject of any warranty claim to the place designated by Bodycote for inspection and for all transportation costs to ship the same to and from Bodycote's facility unless otherwise agreed, in writing, by Bodycote. Unless otherwise agreed and stated in the quote or order, customer shall provide adequate and appropriate equipment and personnel for off-loading its Goods at Bodycote's facility. Bodycote may deliver the Products or Goods in separate installments. Each separate installment shall be invoiced and paid for in accordance with the provisions of the order. Each installment shall be a separate agreement and no cancellation or termination of any one agreement relating to an installment shall entitle customer to repudiate or cancel any other agreement or installment.

9. No agent, employee or representative of Bodycote is authorized to alter, amend or waive these Terms or to assume any other obligation or liability for Bodycote except in writing duly approved by an authorized officer of Bodycote.

10. Customer, by purchasing the Product or requesting Processing of its Goods, agrees to accept the limits of liability as expressed in these Terms to the exclusion of, and shall be deemed to supersede, any and all provisions contained in any oral or written invoices, purchase orders, communications or documents previously or hereafter delivered, communicated or submitted by customer, including without limitation, any descriptive literature pertaining to the services, procedures, workmanship, facilities or techniques of Bodycote, unless such customer's provisions are (i) agreed to in writing, prior to the commencement of any work by Bodycote to which such provisions are to pertain, (ii) signed by an authorized representative of Bodycote, and (iii) dated after the date of the presentation of these Terms to customer. In such event, a different charge for our services, reflecting the higher risk to Bodycote, shall be determined by Bodycote and submitted to customer prior to the commencement of any work affected by customer's provisions.

11. The production of the Products and the performance of any Processing covered in each order shall have been performed in compliance with the Fair Labor Standards Act of 1938, as amended to the extent applicable to Bodycote.

12. Except as otherwise set forth in this Section, the Goods shall remain for the account and at the sole risk of customer during transportation to and from Bodycote's facility, during loading and unloading, and while located at Bodycote's facility. Bodycote does not accept any liability for loss or damage to Goods while at Bodycote's facilities caused by theft, vandalism, or acts of nature, including, without limitation, fire, earthquake, tornado, explosion or water. Bodycote has no responsibility for insuring the Goods. Customer agrees that if the Goods are damaged while in transit in Bodycote trucks or during loading or unloading by Bodycote personnel and if Bodycote was responsible for such damage, Bodycote's liability to customer or to any other person or entity for the damaged Goods shall not exceed the lesser of the fair market value of the raw materials thereof or USD \$10,000. Customer warrants that the Goods will not represent any hazard, environmental or otherwise, to Bodycote's facilities or personnel. Bodycote assumes all risk of loss on Products produced by Bodycote until the Products are delivered to a shipper at Bodycote's facility or delivered to customer's facility (if shipped in Bodycote trucks); however, if the Products are shipped in Bodycote trucks, Bodycote's liability for the Products shall be limited to the purchase price thereof charged to customer by Bodycote for such Products. Customer further warrants that it is either the owner of the Goods or that it is authorized by the owner of the Goods to accept these Terms on the owner's behalf. Customer shall indemnify Bodycote from any losses due to its failure to abide by said warranties.

13. Customer agrees to pay any excise, sales, gross receipts, uses or occupation tax or other tax levied upon any Process, service, contract, shipment or delivery incident thereto and to be responsible for compliance with all applicable import/export laws of the United States or any foreign country the Goods come from when delivered to Bodycote's facility or that are delivered to after the Processing has been completed.

14. Bodycote shall not be responsible for breach or delays in performance due to acts of God or force majeure, including but not limited to, war, natural disasters or acts of the public enemy, acts of government, fire, floods, strikes, labor trouble, inability to obtain supplies or fuel, sabotage, freight, equipment problems, interruption or cessation of utilities, transportation shortages or delays, epidemics, pandemics, and other delays or causes beyond its control.

15. The laws of the State of Delaware shall govern the interpretation and enforcement of these Terms, exclusive of its choice of laws provisions. The parties hereby exclude the application of the UN Convention on Contracts for the International Sale of Goods (1980) and any amendments thereto. Any dispute arising out of these Terms or in relation to any purchase of a Product or Processing of Goods may be brought in the federal or state courts located in Dallas, Texas, and both parties expressly consent to the personal jurisdiction of such courts and waive any objection to the jurisdiction and venue thereof.

16. Bodycote and customer realize that in connection with the Processing to the Goods or the manufacture of Products, each may furnish the other certain of its trade secrets and other confidential information (meaning such information as has been identified as confidential, was not already known to the other and is not publicly known or available unless through the fault of the other). Both Bodycote and customer agree to maintain the other's confidential information in confidence and not to disclose the same to any third party or use it without the prior written consent of the other. Each party shall retain ownership and all rights in and to such information disclosed. Customer acknowledges that Bodycote's business is primarily providing the Processing to the Goods and/or the manufacturing of the Products and that Bodycote has developed expertise and know-how over many years that may be useful in providing the Processing and/or Products to the Customer. Customer further acknowledges that Bodycote may manufacture Products and perform Processing and other services (including products and services the same or similar as those provided to customer and including services to the same or similar goods as those of customer) in the normal course of its business for its other customers, without restriction. If the parties, individually or jointly, develop inventions, whether patentable or not, or other confidential information, in connection with the Processing to the Goods or the manufacture of the Products under these Terms, then the parties agree that, with respect to the Processing and/or other services and the Products to the extent title to the same has not passed to Customer, Bodycote shall be the sole owner thereof and the customer shall have no rights therein except as may be acquired by purchase of services from Bodycote, and that, with respect to Goods, that customer shall be the sole owner thereof and Bodycote shall have no rights therein except in the performance of services. All inventions, new processes or designs (including without limitation, HIP capsule

and HIP/blank part designs) arising from the order for Products, and any applications for patents or similar intellectual property protection, whether in the United States or elsewhere, shall also be the sole property of Bodycote.

17. Title to Products shall pass to customer upon full payment of the purchase price thereof. Bodycote shall be entitled to recover payment for the Products notwithstanding that ownership of any of the Products has not passed from Bodycote.

18. Customer shall indemnify Bodycote and hold Bodycote harmless from and against any damage, loss, expense, or cost incurred by Bodycote whatsoever, including, without limitation, any damages to Bodycote's equipment or personal property of its customers or personal injuries suffered by anyone caused in whole or in part from (i) Bodycote following customer's specification and processing requirements for the manufacture of Products or the Processing of the Goods, (ii) defects in the Goods, (iii) the Goods having different characteristics or qualities than as identified by customer, or (iv) the Goods not being in a prepared and clean condition, consisting only of the specified material, and save as expressly agreed in a specification, free from any oil, grease, dirt, chemicals or other contaminating matter when delivered to Bodycote for Processing. If an incident occurs while Bodycote is Processing the Goods, Bodycote shall be permitted to retain possession of the Goods for a reasonable period of time without any liability to customer for such delayed possession to afford Bodycote the opportunity to inspect the same as part of its investigation into the cause of the incident.

19. Any times quoted for Processing and/or for collection and/or delivery of the Goods and/or Products are estimates only. Bodycote shall not be liable for any loss (including loss of profit, loss of use, loss of business, loss of goodwill, whether arising as a direct or indirect loss) or any indirect, special or consequential loss or any costs, damages or expenses of customer arising directly or indirectly out of any delay in Processing and/or for collection and/or delivery of the Goods and/or Products within such time (even if caused by Bodycote's negligence) and time shall not be of the essence in respect thereof. Any times quoted for Processing the Goods shall run from receipt by Bodycote of the Goods at the place the services are to be performed and of all information required by Bodycote in order to complete the services is received by Bodycote. In any event, the time for completion of any Processing to the Goods or for the production of Products shall be extended by a reasonable period if completion of the Processes or production of Products is delayed as a result of the nature or lack of instructions from customer, or by any other cause beyond Bodycote's control, including, without limitation, the events described in Section 14 above. Bodycote may, at its sole discretion, undertake to give priority in carrying out a particular service. A surcharge may be imposed by Bodycote for the carrying out of priority work. Details of these arrangements will be issued by Bodycote upon request.

20. Each order shall be subject to Bodycote being satisfied as to customer's credit status both prior to and during the period of the order. If Bodycote becomes dissatisfied with customer's credit status at any time, Bodycote may suspend performance of the order or withhold delivery of the Goods and/or supply of Products until customer provides adequate assurances as provided by the Delaware Uniform Commercial Code as to customer's creditworthiness or gives Bodycote such security as Bodycote shall deem appropriate in its reasonable judgment.

21. Until title for the Products has passed to customer, the customer shall: (i) store the Products (at no cost to Bodycote) separately from all other goods of customer or any third party in such a way that they remain readily identifiable as Bodycote's property, (ii) not destroy, deface or obscure any identifying mark or packaging on or relating to the Products, (iii) maintain the Products in satisfactory condition, and (iv) keep the Products insured on Bodycote's behalf for their full price thereof against all risks to the reasonable satisfaction of Bodycote.

22. Unless customer reasonably objects, Bodycote may sub-contract the whole or any part of an order, and Bodycote may assign all or any part of its rights or obligations under any order. Bodycote may also store all or any part of the Goods on premises other than Bodycote's premises. Customer may not assign all or any of its rights or obligations under an order without Bodycote's prior written consent and customer may not terminate an accepted order without the written consent of Bodycote.

23. Bodycote shall be entitled, without prejudice to any of its other rights, to terminate an order or any other order with customer immediately by written notice to customer if: (i) customer (whether under the order in question or any other order between customer and Bodycote) is overdue with any payment or commits any breach of any obligation under any order (or any other order) which is incapable of remedy or which (if the same is capable of remedy) customer fails to remedy following Bodycote's written notice to do so within the period specified in the said notice; (ii) customer should stop its payments, enter into liquidation, make a composition with its creditors, have a receiver appointed for its assets, be declared bankrupt, otherwise become insolvent or if a resolution is passed for the winding-up of customer (except where such winding-up is for the purpose of merger or consolidation and in such a manner that the customer - if a different legal entity - shall effectively agree to be bound by or assumes the obligations of all pending orders and such company is one to which Bodycote cannot reasonably object); or (iii) Bodycote reasonably believes any of the events mentioned in subsections (i) or (ii) of this sentence is likely to occur.

24. Bodycote shall without prejudice to its right to terminate an order be entitled to suspend Processing to the Goods and/or production and/or delivery of the Products under the applicable order or any other order with customer: (i) if any of the events set forth in Section 23 above occur; or (ii) if and to the extent that the value of the Processing to be performed on the Goods and/or delivery of Products provided but not paid for exceeds (or if provided would exceed) customer's credit limit with Bodycote whether or not advised to customer and whether or not payment is overdue. Notwithstanding any termination or suspension in accordance with these Terms, customer shall pay Bodycote for all work done up to and including the date of such suspension or termination and shall in addition indemnify Bodycote against any resulting loss, damage or expense incurred by Bodycote in connection with such suspension or termination.

(Revised 01/26/2024)