

UNIVERSAL ALLOY CORPORATION
NORTH AMERICA
GENERAL TERMS AND CONDITIONS
Revision 1.01 as of March 7, 2022

1. General

Unless otherwise agreed upon expressly in writing, these General Terms and Conditions (the “Terms and Conditions”) of sale shall apply to all products sold by Universal Alloy Corporation (“Products”) whenever they are referred to in Universal Alloy Corporation’s (“Seller”) quotation (“Quote”) or order confirmation (“Order Confirmation”) provided to “Buyer” (as identified on the face of such Quote or Order Confirmation).

These Terms and Conditions may be accessed at the following website: <https://www.universalalloy.com/uac-terms-conditions-us.html>, or may be provided in hardcopy at request of Buyer.

2. The Contract

2.1 Applicable Terms

(a) These Terms and Conditions are the only terms and conditions that will govern the sale of the Products. Issuance by Buyer, or any agent, representative, or designee of Buyer, of a purchase order (“Purchase Order”) shall constitute Buyer’s acceptance of these Terms and Conditions, regardless of whether Buyer has purported to object to, reject or modify any or all of the terms and conditions contained herein. These Terms and Conditions, together with and any other specifications, drawings or quality requirements specifically incorporated in a Purchase Order and any other written agreement executed by both parties, shall collectively constitute the “Contract.”

(b) Notwithstanding anything to the contrary herein, Seller rejects any of Buyer’s terms or conditions that are different from, or are additional to, those stated in these Terms and Conditions, including without limitation, any Buyer terms or conditions contained or referenced in a Purchase Order. Seller’s commencement of work or fulfillment of a Purchase Order does not constitute Seller’s acceptance of Buyer’s terms and conditions and does not serve to modify or amend these Terms and Conditions.

2.2 Changes

Either party may propose reasonable changes to the drawings, specifications, materials, packaging, testing, quantity, time or method of delivery or shipment prescribed in the Contract (each, a “Change”). All proposed Changes must be submitted in writing by a party and accepted in writing by the other party. If such change increases or decreases the cost or time required to perform this Contract, Buyer and Seller shall negotiate an equitable adjustment in the price or schedule, or both, as applicable, to reflect the increase or decrease, and must reach agreement on the same, in writing, before a Change is implemented.

3. Shipping; Delivery and Security Interest

3.1 Packing and Shipment

Seller will pack and transport the Products, at Buyer's expense, in accordance with Buyer's written instructions, including labeling and material certifications, if required. If Buyer has not provided packing or transportation instructions, Seller will pack and transport the Products in accordance with Seller’s standard practices. Delivery shall be Ex-Works (Incoterms 2020) at Seller’s facility. If Buyer specifies

that Buyer will arrange transportation, then Buyer shall make arrangements for the Products to be removed from Seller's facility within three (3) calendar days (excluding nationally recognized holidays) from the date of notification by Seller that the Products are ready for shipment. Seller reserves the right to charge storage fees for any Products that are not removed within such timeframe. Title shall pass to Buyer upon Seller making the corresponding Products available to the carrier for transport to Buyer in accordance with such Incoterms delivery.

3.2 Delivery Schedules

Seller shall use commercially reasonable efforts to meet any delivery dates specified by Buyer. The parties acknowledge, however, that Seller's ability to meet delivery dates is subject to the availability of raw materials, Seller's manufacturing schedules, and Seller's shipping schedules, among other factors. Seller shall have no liability resulting from any delays in delivery, and Buyer shall not be entitled to liquidated damages or any form of compensation in connection with a delivery delay. In the event that delivery of all or any portion of the Products is delayed by causes within the control of Buyer or causes that affect the ability of Buyer to receive such Products, Seller may, but shall have no obligation to, store such Products for Buyer's account at Buyer's sole risk, cost and expense. Seller shall have no liability for any deterioration or defects in the Products arising from or related to such storage. Seller's storage of such Products shall not delay Buyer's payment obligation.

3.3 Security Interest

In order to secure payment for the Products, Buyer hereby grants to Seller a security interest in the Products and the proceeds thereof, and Seller is expressly authorized, at its option, and as Buyer's attorney-in-fact, to file one or more financing statements or other notices under applicable law naming Buyer as debtor and Seller as secured party and indicating therein the Products and proceeds thereof as items of collateral. Without limiting the foregoing, Buyer further agrees to pledge each shipment of Products to Seller, and to execute such documents and to do such further acts as are necessary to pledge such shipments to Seller. During such time as Seller has a security interest in a Product, Buyer agrees that it will take all measures necessary to appropriately store and maintain such Product. The security interest granted under this Section 3.3 constitutes a purchase money security interest under Article 9 of the Georgia Uniform Commercial Code (the "UCC"), and Seller shall have all rights of a secured party under Article 9 of the UCC.

4. Product Quantity Tolerances

Seller shall be permitted to deliver Products in quantities that vary from the quantities specified in the applicable Purchase Order, up to the tolerances stated in the table below, which tolerances are applicable to the Products in the respective weight categories specified in the table. Maximum tolerances shall be rounded up to include only whole Products. Minimum tolerances shall be rounded down to include only whole Products. In the event that Seller delivers Products within the applicable quantity tolerances specified below, Buyer shall not be entitled to reject a shipment of Product on the basis of a shortfall or overage (as compared to the quantity stated in the Purchase Order), and Buyer shall pay for the delivered Products with a pro rata price adjustment to reflect the actual quantity delivered.

Shipping Quantity Tolerances	
<100 LBS	+/- 35%
100-300 LBS	+/- 25%
301 – 1,999 LBS	+/- 10%
2,000 LBS	+/- 5%

5. On-Site Inspection

Buyer may, upon reasonable advance notice to Seller and during normal business hours, inspect Seller's production processes and facilities and, subject to Seller's prior written approval, which will not be unreasonably withheld or delayed, conduct testing on Seller's premises for the sole purpose of verifying Seller's performance under the Contract. Seller may restrict Buyer's access as needed to protect proprietary information or to comply with export regulations or other applicable law, and Seller may require specific indemnification and releases from Buyer in connection with the foregoing.

6. Price; Taxes

Buyer shall purchase the Products from Seller at the prices set forth in the Quote. Unless otherwise stated in the Contract, the Contract price includes all applicable federal, state, provincial, and local taxes other than sales, value added, import tariffs, or similar turnover taxes or charges. Buyer shall be responsible for all sales, value added, import/export tariffs and duties, or similar turnover taxes or charges, provided however, that if required to do so by law, Seller will separately charge and collect from Buyer such amounts and pay such amounts on Buyer's behalf.

7. Payment Terms

Payment terms are net 30 days from the invoice date. Seller reserves the right to review Buyer's credit worthiness at Seller's discretion and to modify the payment terms applicable to Buyer at any time. Buyer shall pay to Seller interest on all amounts past due at the lesser of: (a) an annual rate of eighteen percent (18%), and (b) the maximum rate then permitted by applicable law, which interest shall be calculated from the original due date until paid in full. Buyer shall not have the right to offset any obligation of Seller to Buyer against any obligation of Buyer to Seller. For the avoidance of doubt, the parties acknowledge and agree that in the event that Buyer makes a payment (in whole or in part) for a Product prior to the transfer of title of such Product (which transfer shall be in accordance with Section 3.1), Buyer shall not obtain any interest in title (in whole or in part) to such Product as a result of such payment.

8. Product Warranty

8.1 Seller's Limited Warranty

Seller warrants to Buyer that for a period of six months beginning on the date of shipment of the Products, the Products will conform to the specifications provided by Buyer and accepted by Seller and that were in effect as of the date of such shipment. Seller's warranty of a Product shall be null and void in the event that (a) Buyer or any third party modifies such Product in any way without Seller's prior written consent, (b) Buyer fails to timely assert a claim in accordance with Section 8.2, or (c) Buyer fails to follow any of Seller's instructions as to the storage, installation, use or maintenance of the Product.

THE FOREGOING WARRANTY IS THE SOLE WARRANTY PROVIDED BY SELLER IN RESPECT OF THE PRODUCTS AND ALL OTHER WARRANTIES OR REPRESENTATIONS, EXPRESS OR IMPLIED, ARISING BY LAW OR CUSTOM, INCLUDING WITHOUT LIMITATION, IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, ARE EXPRESSLY DISCLAIMED BY SELLER.

8.2 Non-Conforming Products

Within thirty (30) days of delivery Buyer shall inspect the Products and, if any Product furnished hereunder is rejected because of nonconformity to specifications (such Product, a "Non-Conforming Product"), Buyer shall file a claim with Seller describing the specific non-conformance, including substantiating data and

documentation. Seller shall, within ten (10) days of receipt of a claim from Buyer, initiate an evaluation of such claim. Buyer shall cooperate with Seller with respect to the evaluation, including permitting Seller reasonable access to Buyer's premises during normal business hours. Seller will notify Buyer in writing of Seller's findings and of the disposition of each claim. For the avoidance of doubt, unless approved by Seller in writing, Buyer shall not have the right to make any deductions or adjustments to any invoice from Seller or to any price stated therein, or to any amount otherwise payable by Buyer to Seller, in respect of a Non-Conforming Product. With respect to claims for damage incurred during transit, which shall be Buyer's sole responsibility under the shipping terms of Section 3, Seller will reasonably cooperate with Buyer in its claim, if any, against carrier but Seller shall have no liability for any such damage incurred in transit.

8.3 Liability for Non-Conforming Product

Seller's sole liability in respect of Non-Conforming Products that are covered by Seller's warranty provided hereunder shall be limited to the replacement, repair or refund of the purchase price, at Seller's sole option. In the event that it is necessary for Buyer to return a Non-Conforming Product under warranty to Seller, all associated transport and other costs shall be at Buyer's expense.

9. Insurance

Buyer shall, at its own expense, carry and maintain insurance in full force and effect that includes commercial general liability (including product liability) in a sum no less than \$500,000 per occurrence and \$1 million in the aggregate, with an insurer having an AM Best's rating of A-VIII or better. Upon Seller's request, Buyer shall provide Seller with a certificate of insurance from Buyer's insurer evidencing the insurance coverage specified herein. Buyer shall provide Seller with thirty (30) days' advance written notice in the event of a cancellation or material change in Buyer's insurance policy. Except where prohibited by law, Buyer shall require its insurer to waive all rights of subrogation against Seller's insurers and against Seller.

10. Compliance with Law

Buyer shall comply with all applicable laws, rules and regulations. Seller will provide Buyer with material safety data sheets regarding the Products and, upon Buyer's request, will provide Buyer with other information reasonably requested by Buyer as needed for Buyer to comply with applicable laws.

11. Anti-Corruption

The parties hereby represent, certify and warrant that no agent, affiliate, employee or other person associated with or acting on behalf of the Parties, directly or indirectly, have in the past offered to pay or provide, or have or will pay or provide, anything of value in the form of any unlawful contribution, gift, entertainment or other unlawful expense to any "foreign official" (as such term is defined in the U.S. Foreign Corrupt Practices Act, as amended ("FCPA")) or any foreign political party or official thereof or any candidate for foreign political office in any polity for the purpose of gaining or retaining business or obtaining any unfair advantage, nor violated any provision of the FCPA; the United Nations Convention Against Corruption, (GA Res. 58/4, UN Doc. N58/422 (2003)); the Organization for Economic Co-operation and Development ("OECD") Convention on Combating Bribery of Foreign Public Officials in International Business Transactions, Dec. 17, 1997, DAFNE/IME/BR(9)20; the UK Bribery Act of 2010, as amended; or, any other applicable anti-corruption laws and the rules and regulations thereunder, nor made any bribe, rebate, payoff, influence payment, kickback or other similar unlawful payment.

12. Export Controls

The parties hereby represent, certify and warrant that they are now and will remain in the future compliant

with all applicable export control and sanction and embargo statutes, regulations, amendments, decrees, guidelines and policies of the United States Government and the government of any country in which the parties conduct business pursuant to this agreement including but not limited to the International Traffic In Arms Regulations (“ITAR”) (22 C.F.R. Parts 120-130) of the U.S. Department of State; the Export Administration Regulations (“EAR”) (15 C.F.R. Parts 730-774) of the U.S. Department of Commerce; the anti-boycott regulations and guidelines issued under the EAR; the various sanctions and embargo regulations and guidelines of the U.S. Departments of State, Commerce and Treasury, Office of Foreign Assets Control, and the USA Patriot Act (Title III of Pub. L. 107-56, signed into law October 26, 2001), as amended.

Seller considers its non-tubular raw aluminum extrusions for use on military or civilian aircraft to be classified as EAR99 under the EAR. Buyer shall notify Seller if Buyer is aware of any other ITAR, EAR, or export control classification(s) and/or restriction(s) that apply to the prints, Products, tooling, gauges, or any equipment related to the Products. Buyer shall make qualified personnel available to address Seller’s questions regarding export control compliance related to any parts that have a classification other than EAR99 or are subject to additional restrictions.

13. Tooling

Any equipment (including without limitation, extrusion dies and tooling) acquired, developed or provided by Seller for use in the production of Products shall be and remain solely the property of Seller (including without limitation, all intellectual property rights associated therewith or contained therein), and shall be and remain in Seller's possession and control. The parties acknowledge that any charges to Buyer made by Seller therefore shall be only in respect of the use of such equipment and shall not be construed to confer on Buyer any rights with respect to such equipment.

14. Intellectual Property

All ideas, information, drawings, specifications, photographs, processes, inventions, apparatus or designs, whether patentable or unpatentable, conceived, invented or originated by a party prior to the date of the applicable Purchase Order (“Background Intellectual Property”), shall remain the property of such party. Buyer hereby grants to Seller a nonexclusive, perpetual, worldwide, irrevocable license, with the right to sublicense such rights to Seller’s subcontractors, to use any and all of Buyer’s Background Intellectual Property that is reasonably required for the use, maintenance, testing, certifying, simulating, repair or correction of the Products or for the purpose of manufacturing the Products or supplying training with respect to the Products, and to the extent required by such purposes, such grantees shall have and hereby are granted the right to make, have made, use, import, reproduce, modify, create derivative works based on, store on its servers, display, transmit, perform, promote, market, distribute, offer for sale and sell, otherwise use or permit the use of Buyer’s Background Intellectual Property, without identifying or seeking the consent of Buyer in connection with the foregoing. All ideas, information, drawings, photographs, processes, inventions, apparatus or designs, whether patentable or unpatentable, supplied or prepared by Seller pursuant to a Purchase Order (the “Seller Intellectual Property”) shall be Seller’s sole and exclusive property, and Buyer hereby assigns any right, title and interest in and to the Seller Intellectual Property to Seller.

15. Rescheduling and Cancellation of Purchase Orders/Contract

15.1 Buyer’s Responsibilities

If Buyer cancels a Purchase Order after the date of Seller’s Order Confirmation and within Seller’s lead-time, or terminates a Contract before the end of its specified term, Buyer shall be responsible for the full value of the Order. Buyer’s requests to hold or reschedule a Purchase Order are subject to the express

written approval of Seller. Additional charges may apply to such holds or rescheduling requests. Seller reserves the right to cancel any Purchase Order. Buyer will be notified of such cancellation, and Seller shall have no obligation to Buyer unless Seller has accepted payment in advance and Buyer has no balances due to Seller. After Seller has submitted a Purchase Order, these Terms and Conditions may only be modified if approved in writing by Seller.

16. Limitation of Liability

SELLER SHALL IN NO EVENT BE LIABLE, WHETHER IN CONTRACT, WARRANTY, TORT, NEGLIGENCE, STRICT LIABILITY OR OTHERWISE, FOR ANY INDIRECT, SPECIAL, CONSEQUENTIAL, INCIDENTAL, PUNITIVE, OR EXEMPLARY DAMAGES, OR FOR LOST PROFITS, LOST MARKET SHARE, DIMINUTION IN VALUE OR DAMAGE TO BRAND VALUE, REGARDLESS OF WHETHER SUCH DAMAGES WERE FORESEEABLE, WHETHER SELLER WAS ADVISED OF THE POSSIBILITY OF SUCH DAMAGES OR THE FAILURE OF ANY AGREED OR OTHER REMEDY OF ITS ESSENTIAL PURPOSE.

17. Indemnification

Buyer shall defend, indemnify and hold Seller harmless from and against any and all third party demands, claims, actions, suits, liability, damages, losses, judgments, costs and expenses, including without limitation, attorneys' fees, arising from or in connection with the Products purchased from Seller or from Buyer' negligence, willful misconduct or breach of the Contract.

18. Confidential Information

Each party shall keep the other party's Confidential Information confidential and disclose it only to its employees who need to know such information in order for the party to perform under the Contract and shall use such information solely for the purpose of performing under the Contract. "Confidential information" means all information provided by one party to the other party, in connection with the business, programs, and Products covered by the Contract, including without limitation, pricing and other terms of the Contract, trade secrets, specifications, drawings, notes, instructions, engineering or technical data and analysis, testing data, compositions of matter, financial data, other technical and business data, and any other information that would reasonably be considered non-public, confidential, or proprietary given the nature of the information and the parties' businesses. Notwithstanding the foregoing, Confidential Information shall not include any information that (a) is or becomes generally known to the public by any means other than a breach by the receiving party of its obligations hereunder; (b) was previously known to the receiving party as evidenced by its written records; (c) is rightly received by the receiving party from a third party who is not under an obligation of confidentiality; or (d) was independently developed by the receiving party without reference to or use of Confidential Information disclosed by the other party as evidenced by the receiving party's written records. Confidential information shall remain the sole property of the disclosing party. Each party shall use the same degree of care to safeguard the other party's Confidential Information that it uses to protect its own confidential information from unauthorized access or disclosure and in no event less than a reasonable degree of care. Upon request by the disclosing party, the receiving party will promptly return or destroy the original and all copies of Confidential Information received the disclosing party. Any separate nondisclosure or confidentiality agreement between the parties shall be subject to the terms of this Contract, which shall control.

19. Assignment and Subcontracting

Neither party may assign or subcontract its rights or obligations under the Contract without the prior written consent of the other party. Any assignment or subcontracting, with or without consent, will not

relieve the assigning party of its rights or obligations under the Contract, and each party shall remain liable for the non-performance or default by the party's assignee or subcontractor.

20. Excusable Non-Performance/Force Majeure

Neither party shall be liable for delays in the performance of its obligations caused by circumstances beyond such party's reasonable control (each, a "Force Majeure"), including without limitation, acts of God or the public enemy, embargo, war, fire, flood, explosion, earthquake, terrorist attack, labor shortages, epidemic, pandemic, global, national or state health emergency, or other calamity; provided, however, that it is understood by the parties that normal weather conditions, or inability to procure labor or materials for any reason other than Force Majeure shall not excuse Seller from its obligation to perform under the Contract. Any party wishing to claim Force Majeure as an excuse for non-performance or failure to timely perform must promptly notify the other party in writing of (a) the nature of the Force Majeure being claimed, (b) its best estimate of the number of days of delay expected to result therefrom, (c) the steps it proposes to take to reduce to the number of days of delay, and (d) the date on which the Force Majeure ultimately ends. The sole remedy for any delays resulting from Force Majeure shall be an extension of the period of time for performance of those obligations affected by the Force Majeure for the minimum time period necessary to overcome the effects of such Force Majeure; provided, however, that if a claimed Force Majeure exceeds or is expected to exceed more than sixty (60) days total, the parties agree to meet to determine an appropriate course of action, which may include termination.

21. Certain Remedies

In addition to any remedies provided by Article 2 of the UCC, if Buyer fails to make any payment in accordance with the terms hereof or files a petition for bankruptcy or commences or has commenced against it proceedings relating to bankruptcy, receivership, reorganization or assignment for the benefit of creditors, Seller may, at its option, without limiting such other rights and remedies as it may have and without liability on its part, (a) declare all obligations of Buyer immediately due and payable; (b) terminate any Purchase Orders; and/or treat such failure or refusal as a repudiation of the Purchase Order and stop production or defer shipments or deliveries hereunder; and/or (c) sell any undelivered Products in the open market, in which event, Buyer agrees to be liable for any difference between the resale price obtained by Seller and the price thereof, as well as for costs and expenses incurred by Seller in connection with such resale. Except as otherwise expressly provided herein, all rights and remedies provided in the Contract are cumulative and not exclusive, and the exercise by either party of any right or remedy does not preclude the exercise of any other rights or remedies that may now or subsequently be available at law, in equity, by statute, in any other agreement between the parties or otherwise.

22. Dispute Resolution

22.1 Negotiation and Escalation.

The Parties shall first endeavor to resolve through good faith negotiations any dispute arising under the Contract. Project managers, or equivalent, shall first negotiate in good faith to resolve any such dispute, and if resolution cannot be obtained within 30 days, then the dispute shall be escalated to the senior executive officers of each party, who shall have express authority to settle such dispute, for additional good faith negotiations for a period not to exceed an additional thirty 30 days. If a dispute cannot be resolved through such, either party may avail itself of litigation in accordance with Section 22.

22.2 Litigation; Jurisdiction

Either party may pursue through litigation, without first requesting the process of Section 22.1, claims that also involve third parties, claims in litigation commenced by third parties, and claims for injunctive or other non-monetary relief. Any litigation arising in connection with or related to the Contract shall be brought exclusively in a state or federal court located in Cherokee County, Georgia, having subject matter

jurisdiction. Each party consents to the exclusive personal and subject matter jurisdiction of such courts for said purposes and waives any objection or defense with respect to any such action based upon forum non conveniens or lack of personal or subject matter jurisdiction.

23. Miscellaneous

23.1 Updates and Amendments

Seller may amend, revise, and update these Terms and Conditions at any time without prior notice. Any such amendment, revision or update will be published at Seller's website at <https://www.universalalloy.com/uac-terms-conditions-us.html> and shall apply from the date of publication forward, and shall apply to all future releases under existing Purchase Orders and Contracts, as well as to Purchase Orders issued after the publication date.

23.2 Relationship of Parties

Buyer and Seller are independent contractors, and nothing in the Contract makes either party the agent or legal representative of the other party for any purpose. Neither party has authority to assume or create any obligation on behalf of the other party.

23.3 Waiver

The failure of either party to enforce any right or remedy provided in the Contract or by law on a particular occasion will not be deemed a waiver of that right or remedy on a subsequent occasion or a waiver of any other right or remedy.

23.4 Entire Agreement

The Contract constitutes the entire agreement between the parties with respect to its subject matter, and supersedes all prior oral or written representations or agreements by the parties with respect to the subject matter of the Contract, including Buyer's request for quotation and Seller's quotation unless specifically incorporated in the Contract. Except as authorized in Sections 2.2 or 7, no subsequent terms, conditions, understandings, or agreements purporting to modify the terms of the Contract will be binding unless in writing and signed by both parties.

23.5 Severability

A finding that any provision of the Contract is invalid or unenforceable in any jurisdiction will not affect the validity or enforceability of any other provision of the Contract or the validity or enforceability of that provision in any other jurisdiction.

23.6 Interpretation

When used in these Terms and Conditions, "including" means "including without limitation" and terms defined in the singular include the plural and vice versa.

23.7 Notices

All notices required or permitted to be given in connection with the Contract shall be in writing and shall be hand-delivered, delivered by nationally recognized overnight courier with proof of delivery or deposited in the mail, certified with return receipt requested, addressed to the other party at its address shown on the Purchase Order or Quote, as applicable, or by electronic delivery. If hand-delivered, notice will be deemed to have been given when delivered. If delivered by overnight courier, notice will be deemed to have been given on the date shown on the proof of delivery or refused receipt. If sent by certified mail, notice shall be deemed to have been given on the date shown on the return receipt or the date of refused receipt. If delivered by electronic delivery (which shall mean e-mail or facsimile), notice shall be deemed to have been given on the date such electronic delivery is shown to be complete by email receipt or facsimile confirmation.

23.8 Governing Law

Unless otherwise agreed in writing, the Contract will be governed by and interpreted in accordance with the laws of the State of Georgia, United States of America, without regard to its conflicts of law rules. The *United Nations Convention on Contracts for the International Sale of Goods* shall not apply to the Contract.

23.9 Survival

Provisions of these terms and conditions which by their nature should apply beyond their terms will remain in force after any termination or expiration of the Contract.