



Green's Metal Cut-off Terms and Conditions of Purchase

These Terms and Conditions of Purchase ("Purchase Terms") apply when referenced by Green's Metal Cut-off purchase order or other documentation.

- Offer; Acceptance; Exclusive Terms. Each purchase order ("Order") issued by Green's Metal Cut-off. ("Buyer") is an offer to the seller ("Seller") identified therein for the purchase of goods and/or services ("Supplies") by Buyer and includes and is governed by these Purchase Terms. The Order supersedes all prior agreements, orders, quotations, proposals and other communications regarding the goods and/or services covered by the Order, except that a signed prior agreement (such as a Non-Disclosure Agreement) will continue to apply to the extent not directly in conflict with the Order. Any other modification of these Purchase Terms must be expressly stated in the Order. The Order does not constitute an acceptance of any offer or proposal made by Seller. Any reference in the Order to any offer or proposal made by Seller is solely to incorporate the description or specifications of Supplies in the prior proposal, but only to the extent that the description or specifications do not conflict with the description and specifications in the Order. Seller accepts these Purchase Terms and forms a contract by doing any of the following: (a) commencing any work under the Order; (b) accepting the Order in writing; or (c) any other conduct that recognizes the existence of a contract with respect to the subject matter of the Order. The Order is limited to and conditional upon Seller's acceptance of these Purchase Terms exclusively and without modification. Any additional or different terms proposed by Seller, whether in Seller's quotation, acknowledgement, invoice or otherwise, are unacceptable to Buyer, are expressly rejected by Buyer, and will not become part of the Order.
- Quantities; Delivery. Quantities listed in each Order as estimated are Buyer's best estimate of the quantities of Supplies it might purchase from Seller for the contract term specified in the Order. Unless expressly stated on the face of the Order, Buyer is not required to purchase Supplies exclusively from Seller. Unless otherwise expressly agreed in writing by Buyer, the risk of loss passes from Seller to Buyer upon delivery to Buyer's transportation carrier (or if shipment is by Seller or common carrier, then upon delivery to Buyer's designated facility). With respect to deliveries to Buyer's designated facility, "delivery" shall be defined to be the point in time at which: (i) the goods have passed applicable Buyer inspections; (ii) the goods have passed quality control tests, if applicable. Time and quantities are of the essence under the Order. Seller agrees to 100% on-time delivery of the quantities and at the times specified by Buyer, as stated in the Order, except as otherwise expressly agreed in writing by the parties. Buyer may change the rate of scheduled shipments or direct temporary suspension of scheduled shipments, neither of which entitles Seller to modify the price for Supplies. Buyer is not obligated to accept early deliveries, late deliveries, partial deliveries or excess deliveries.
- Invoicing and Pricing; Premium Freight. Except as expressly stated in the Order, the price of Supplies includes storage, handling, packaging and all other expenses and charges of Seller. Except as otherwise stated in the Order, all Supplies are to be shipped prepaid, F.O.B. destination. All invoices for the Supplies must reference the Order number, type of good, quantity of pieces in the shipment, bill of lading number, Buyer's part number(s), and other information required by Buyer. Buyer will pay proper invoices complying with all of the terms of the Order. The total price also includes all duties and taxes. Buyer is not responsible for any business activity taxes, payroll taxes or taxes on Seller's income or assets. Buyer shall pay any applicable sales taxes in connection with its purchase of Supplies, provided that Seller shall separately state the amount of such taxes on its invoices, collect them, and pay them over to the taxing authority. Seller will pay all premium freight costs over normal freight costs if Seller needs to use an expedited shipping method to meet agreed delivery dates due to its own acts or omissions. Seller will pay any costs incurred by Buyer as a result of Seller's failure to comply with shipping or delivery requirements. Except as expressly stated in the Order, all pricing shall be expressed in United States dollars.
- Packaging; Marking; Shipping; Disclosure; Special Warnings or Instructions. Seller will: (a) properly pack, mark, and ship Supplies according to the requirements of Buyer and the relevant carriers; (b) route the shipments according to Buyer's instructions; (c) label or tag each package according to Buyer's instructions; (d) provide documentation with each shipment showing the Order number, type of good, quantity of pieces in the shipment, Buyer's part number(s), Seller's name, and the bill of lading number; and (e) promptly forward the original bill of lading or other shipment receipt for each shipment according to Buyer's instructions and carrier requirements. Seller will reimburse Buyer for any expenses or damages incurred as a result of improper packing, marking, routing, or shipping.
- Inspection; Non-Conforming Goods/Services. Buyer may enter Seller's facility to inspect the facility, Supplies, and other materials related to the Order. Buyer's inspection of Supplies whether during manufacture, prior to delivery, or within a reasonable time after delivery, does not constitute acceptance of any work-in-process or finished goods. Buyer's acceptance, inspection, or failure to inspect does not relieve Seller of any of its responsibilities or warranties. Nothing in the Order releases Seller from the obligation of testing, inspection and quality control. If defective Supplies are shipped to and rejected by Buyer, the rejected quantities will be promptly replaced by Seller with conforming quantities. In addition to other remedies available to Buyer: (i) Seller agrees to accept return, at Seller's risk and expense at full invoice price, plus transportation charges, and to replace defective Supplies as Buyer deems necessary; and/or (ii) Seller will reimburse Buyer for all reasonable expenses that result from any rejection or correction of defective Supplies. When Buyer requests Seller to correct defective Supplies, Seller will document corrective actions and provide such documentation to Buyer within a commercially reasonable period after receipt of a defective sample and will take whatever measures necessary to correct the defect. Payment for nonconforming Supplies is not an acceptance, does not limit or impair Buyer's right to assert any legal or equitable remedy, and does not relieve Seller's responsibility for latent defects.



6. Payment. Unless different payment terms are stated in the Order, Buyer will pay proper invoices within 45 days after receipt of the goods or services covered by such invoice from Seller. Buyer may withhold payment pending receipt of evidence, in the form and detail requested by Buyer, of the absence of any liens, encumbrances, or claims on Supplies provided under the Order. Payment will be made in United States dollars.
7. Changes. Buyer reserves the right to direct changes, or to cause Seller to make changes, to specifications, samples or descriptions of Supplies. Buyer also reserves the right to otherwise change the scope of the work covered by the Order, including work with respect to such matters as inspection, testing or quality control. Buyer may also direct the supply of raw materials from itself or from third parties. Seller will promptly make any such requested change. In order for Seller to request a reasonable difference in price or time for performance as a result of such a change, Seller must notify Buyer of its request in writing within ten days after receiving notice of the change. Buyer can request additional documentation from Seller relating to any change in specifications, price or time for performance. Seller will not make any change in the Supplies' specifications, processing, packing, marking, shipping, price or date or place of delivery except at Buyer's written instruction or with Buyer's written approval.
8. Warranties. Seller expressly warrants and guarantees to Buyer and its successors, assigns and customers, that all Supplies delivered to Buyer will: (a) conform to the specifications, standards, samples, descriptions and revisions as furnished to or by Buyer; (b) conform to all applicable laws, orders, regulations and standards; (c) be free of defects; (d) be selected and produced by Seller based upon Buyer's stated use and be fit and sufficient for the purposes intended by Buyer. The warranty period for Supplies shall be the longer of: (i) one year from the date Buyer accepts the Supplies; or (ii) the warranty period provided by applicable law. For all services, Seller further warrants that its work will be performed in a professional and workmanlike manner, consistent with all standards and specifications agreed on with Buyer and otherwise consistent with industry standards. Seller will immediately notify Buyer in writing when it becomes aware of any component, design or defect in Supplies that is or may become harmful to persons, animals, or property. Buyer's approval of any design, drawing, material, process or specifications will not relieve Seller of these warranties.
9. Supplier Quality and Development; Required Programs. Seller will conform to the quality control standards and inspection system, as well as related standards and systems, that are established or directed by Buyer. As requested by Buyer at any time, Seller will participate in and comply with the following Buyer programs and standards, as applicable: (a) ISO-9001:2015, (b) AS9100, (c) NADCAP, (d) Mil Standard, or (e) quality audits that may be required by end customer of Green's Metal Cut-Off.
10. Remedies. The rights and remedies reserved to Buyer in the Order will be cumulative with and in addition to all other or legal or equitable remedies. Seller will reimburse Buyer for any incidental or consequential damages caused by Seller's breach or by nonconforming Supplies, including without limitation costs, expenses and losses incurred directly or indirectly by Buyer or its customer(s): (a) in inspecting, sorting, repairing or replacing the nonconforming Supplies; (b) resulting from production interruptions; (c) conducting recall campaigns or other corrective service actions (as more particularly set forth below); or (d) resulting from personal injury (including death) or property damage caused by the nonconforming Supplies. Consequential damages include reasonable professional fees incurred by Buyer. In any action brought by Buyer to enforce Seller's obligation to produce and deliver Supplies under the Order, the parties agree that Buyer does not have an adequate remedy at law and Buyer is entitled to specific performance of Seller's obligations under the Order.
11. Recalls. In the event that Seller delivers to Buyer nonconforming or defective Supplies and such Supplies become the subject of or a cause of a market withdrawal, corrective service action, or recall campaign or event (each, a "Recall"), Seller shall be solely responsible for all costs and expenses incurred by the Buyer in connection with replacing or repairing the Supplies subject to such Recall. Such costs and expenses shall include, without limitation, freight (including, without limitation, freight for cost of returning Supplies and sending replacement Supplies and incremental freight due to unmet demand); repair or replacement of Supplies (including, without limitation, warranty/product costs and engineering supplies), reasonable customer communications (including, without limitation, mail, email and telephonic communications, sales aids, printing costs, office supplies, computer supplies, postage and other mailing costs), regulatory activities (including, without limitation, any associated regulatory body imposed fines, communications and filings), destruction of Supplies (if applicable), and incremental personnel costs to conduct the Recall activities (including, without limitation, overtime, additional personnel, consultant fees, and travel/lodging).
12. Compliance with Laws. Seller, and any Supplies supplied by Seller, will comply with all applicable laws, including rules, regulations, orders, conventions, ordinances and standards, that relate to the manufacture, labeling, transport, import, export, licensing, approval or certification of the Supplies, and further including laws relating to environmental matters, hiring, wages, hours and conditions of employment, the California Transparency in Supply Chain Act, subcontractor selection, discrimination, occupational health or safety and motor vehicle safety. The Order incorporates by reference all clauses required by these laws and regulations. All materials used by Seller in the Supplies or in their manufacture will satisfy current governmental and safety constraints on restricted, toxic and hazardous materials.
13. Indemnification. To the fullest extent permitted by law, Seller will defend, indemnify and hold harmless Buyer, Buyer's customers (both direct and indirect), distributors, and users of the products sold by Buyer and all of their respective agents, successors and assigns,



against all damages, losses, claims, liabilities and expenses (including reasonable attorneys' and other professional fees, settlements and judgments) to the extent arising out of or resulting from any defective Supplies, or from any negligent or wrongful act or omission of Seller or Seller's agents, employees or subcontractors, or any breach or failure by Seller to comply with any of Seller's representations or other terms and conditions of an Order (including any part of these Purchase Terms). If Seller performs any work on Buyer's premises or utilizes the property of Buyer, whether on or off Buyer's premises: (a) Seller will examine the premises to determine whether they are safe for the requested services and will advise Buyer promptly of any situation it deems to be unsafe; (b) Seller's employees, contractors, and agents will comply with all regulations that apply to the premises and may be removed from Buyer's premises at Buyer's discretion; (c) Seller's employees, contractors, and agents will not smoke or use tobacco products and will not possess, use, sell, transfer or be under the influence of alcohol or unauthorized, illegal, or controlled drugs or substances on the premises; and (d) to the fullest extent permitted by law, Seller will indemnify and hold Buyer, and its respective agents, successors and assigns, harmless from and against any liability, claims, demands or expenses (including reasonable attorneys' and other professional fees, settlements and judgments) for damages to the property of or personal injuries to Buyer, its customer, their respective agents, employees, or any other person or entity to the extent arising from or in connection with Seller's work on the premises or Seller's use of Buyer's property.

14. Insurance. Seller will maintain insurance coverage in amounts as may be reasonably requested by Buyer and, unless waived in writing by Buyer, will cause Buyer and its affiliates to be named as "additional insured(s)" on such insurance policies. Seller will furnish to Buyer a certificate showing compliance with this requirement or certified copies of all insurance policies within 10 days of Buyer's written request. The certificate will provide that Buyer (and, if applicable, Buyer's customers) will receive 30 days prior written notice from the insurer of any termination or reduction in the amount or scope of coverage. The existence of insurance does not release Seller of its obligations or liabilities under the Order.

15. Insolvency. The Order may be terminated immediately by Buyer without liability to Seller if any of the following or comparable events occur, and Seller will reimburse Buyer for all costs incurred by Buyer in connection with any of the following, including without limitation attorneys' and other professional fees: (a) Seller becomes insolvent; (b) Seller files a voluntary petition in bankruptcy; (c) an involuntary petition in bankruptcy is filed against Seller; (d) a receiver or trustee is appointed for Seller; (e) Seller needs accommodations from Buyer, financial or otherwise, in order to meet its obligations under the Order; or (f) Seller executes an assignment for the benefit of creditors.

16. Termination for Breach or Nonperformance. Buyer may terminate all or any part of the Order, without liability to Seller, if Seller: (a) repudiates, breaches or threatens to breach any of the terms of the Order; (b) fails or threatens not to deliver Supplies or perform services in connection with the Order; (c) fails to make progress or to meet reasonable quality requirements so as to endanger timely and proper completion or delivery of Supplies and does not correct the failure or breach within 10 days (or such shorter period of time if commercially reasonable under the circumstances) after receipt of written notice from Buyer specifying the failure or breach; or (d) enters or offers to enter into a transaction that includes a sale of a substantial portion of its assets used for the production of Supplies for Buyer or a merger, sale or exchange of stock or other equity interests that would result in a change in control of Seller.

17. Termination for Convenience. In addition to any other rights of Buyer to cancel or terminate the Order, Buyer may at its option immediately terminate all or any part of the Order at any time and for any reason by giving written notice to Seller. Upon receipt of notice of such termination, and unless otherwise directed by Buyer, Seller will promptly terminate all work under the Order and transfer title and deliver to Buyer the finished Supplies, the work in process, and the parts and materials that Seller reasonably produced or acquired according to quantities ordered by Buyer and that Seller cannot use in producing goods for itself or for others. Upon termination by Buyer under this Section, Buyer will be obligated to pay only the following: (i) the Order price for all finished Supplies in the quantities ordered by Buyer that conform to the Order; and (ii) Seller's reasonable actual cost of work-in-process and the parts and materials transferred to Buyer pursuant to the preceding sentence. Notwithstanding any other provision, Buyer will have no obligation for and will not be required to pay Seller for loss of anticipated profit, unabsorbed overhead, interest on claims, product development and engineering costs, tooling, facilities and equipment rearrangement costs or rental, unamortized capital or depreciation costs, finished goods, work-in-process or raw materials that Seller fabricates or procures in amounts exceeding those authorized in the Order, or general administrative burden charges from termination of the Order, except as otherwise expressly agreed in a separate Order issued by Buyer. Buyer's obligation upon termination under this Section will not exceed the obligation Buyer would have had to Seller in the absence of termination. Seller will furnish to Buyer, within one month after the date of termination, its termination claim, which will consist exclusively of the items of Buyer's obligation to Seller that are expressly permitted by this Section. Buyer may audit Seller's records before or after payment to verify amounts requested in Seller's termination claim. Buyer will have no obligation for payment to Seller under this Section if Buyer terminates the Order or portion thereof because of a default or breach by Seller.

18. Force Majeure. Any delay or failure of either party to perform its obligations will be excused if and to the extent that it is caused by an event or occurrence beyond the reasonable control of the party and without its fault or negligence, such as: acts of God; restrictions, prohibitions, priorities or allocations imposed or actions taken by a governmental authority; embargoes; fires; explosions; natural disasters; riots; wars; sabotage; inability to obtain power; or court injunction or order. The change in cost or availability of materials or components based on market conditions or supplier actions will not constitute force majeure. As soon as possible (but no more than one full business day) after the occurrence, Seller will provide written notice describing such delay and assuring Buyer of the anticipated duration of the delay and the time that the delay will be cured. During the delay or failure to perform by Seller, Buyer may at its option: (a) purchase Supplies from other sources and reduce its quantities set forth in the Order, without liability to Seller; (b) require Seller to deliver



to Buyer at Buyer's expense all finished goods, work in process and parts and materials produced or acquired for work under the Order; or (c) have Seller provide Supplies from other sources in quantities and at a time requested by Buyer and at the price set forth in the Order.

19. Proprietary Rights. Seller agrees: (a) to defend, hold harmless and indemnify Buyer, its successors and customers against claims of direct or contributory infringement or inducement to infringe any proprietary right (including any patent, trademark, copyright, moral, industrial design right or misuse or misappropriation of trade secret) and against any resulting damages or expenses, including attorneys' and other professional fees, settlements and judgments, arising in any way in relation to Supplies procured or provided by Seller (including without limitation their manufacture, purchase, use and/or sale), including such claims where Seller has provided only part of Supplies, and Seller expressly waives any claim against Buyer that such infringement arose out of compliance with Buyer's specification, except to the extent such infringement is actually embodied in designs created by Buyer and provided in writing to Seller; (b) to waive any claim against Buyer, including any hold-harmless or similar claim, in any way related to a third-party claim asserted against Seller or Buyer for infringement of any proprietary right (including any patent, trademark, copyright, moral, industrial design right or misuse or misappropriation of trade secret); (c) that Buyer and its subcontractors and direct or indirect customers have the worldwide, irrevocable right to repair, reconstruct or rebuild, and to have repaired, reconstructed or rebuilt, Supplies delivered under the Order without payment of any royalty or other compensation to Seller; (d) that manufactured parts based on Buyer's designs, drawings or specifications may not be used for Seller's own use or sold to third parties without Buyer's express written consent; (e) to assign to Buyer each invention, discovery or improvement (whether or not patentable) that is conceived or first reduced to practice by Seller, or by any person employed by or working under the direction of Seller, in the performance of the Order; (f) to promptly disclose in an acceptable form to Buyer all such inventions, discoveries or improvements and to cause its employees to sign any papers necessary to enable Buyer to obtain title to and to file applications for patents throughout the world; and (g) to the extent that the Order is issued for the creation of copyrightable works, that the works will be considered "works made for hire," and to the extent that the works do not qualify as such, to assign to Buyer upon delivery thereof all right, title and interest in all copyrights and moral rights therein (including any source code). Except as expressly agreed by Buyer in a signed writing, all Supplies or other deliverables provided under the Order (including without limitation computer programs, technical specifications, documentation and manuals) will be original to Seller and will not incorporate any intellectual property rights (including copyright, patent, trade secret or trademark rights) of any third party. Except as expressly agreed by Buyer in a signed writing, all Supplies or other deliverables provided under the Order, and all related intellectual property rights, are owned solely by Buyer. Seller will ensure that the terms of its contracts with its subcontractors and employees are consistent with the terms of this Section. At no additional cost, Seller will grant Buyer a license to use any intellectual property owned by Seller that is necessary or incident to the reasonably intended use or application of the Supplies.

20. Set-Off, Recoupment. In addition to any right of setoff or recoupment provided by law, all amounts due to Seller will be considered net of indebtedness of Seller and its affiliates or subsidiaries to Buyer and its affiliates or subsidiaries. Buyer will have the right to set off against or to recoup from any payment or other obligation owed to Seller, in whole or in part, any amounts due to Buyer or its affiliates or subsidiaries from Seller or its affiliates or subsidiaries. Buyer will provide Seller with a statement describing any offset or recoupment taken by Buyer.

21. Confidentiality. Seller acknowledges that proprietary and confidential information will be received from Buyer or developed for Buyer under the Order, regardless of whether such information is marked or identified as confidential. Seller agrees to keep all proprietary or confidential information of Buyer in strictest confidence, and further agrees not to disclose or permit disclosure to others, or use for other than the purpose of the Order, any proprietary and confidential information of Buyer. Following the expiration or termination of the Order, upon Buyer's request, Seller will promptly deliver to Buyer any and all documents and other media, including all copies thereof and in whatever form, that contain or relate to Buyer's confidential or proprietary information. Seller's obligations under this Section will continue for a period of five years from the date of disclosure of information covered by this Section, unless a longer period is specified in writing by Buyer. The restrictions and obligations of this Section will not apply to information that: (a) is already publicly known at the time of its disclosure by Buyer; (b) after disclosure by Buyer becomes publicly known through no fault of Seller; or (c) Seller can establish by written documentation was properly in its possession prior to disclosure by Buyer or was independently developed by Seller without use of or reference to Buyer's information. Notwithstanding anything to the contrary in these Purchase Terms, any confidentiality or non-disclosure agreement between the parties that predates the Order will remain in effect except as expressly modified by the Order, and to the extent of a conflict between the express terms of such an agreement and this Section, the terms of that agreement will control.

22. Relationship. Seller and Buyer are independent contracting parties and nothing in the Order will make either party the employee, agent or legal representative of the other for any purpose. The Order does not grant either party any authority to assume or to create any obligation on behalf of or in the name of the other. Seller will be solely responsible for all employment and income taxes, insurance premiums, charges and other expenses it incurs in connection with its performance of the Order, except as expressly provided in a written agreement signed by Buyer. All employees and agents of Seller or its respective contractors are employees or agents solely of Seller or such contractors, and not of Buyer, and are not entitled to employee benefits or other rights accorded to Buyer's employees. Buyer is not responsible for any obligation with respect to employees or agents of Seller or its contractors.

23. Assignment. Seller may not assign or delegate its obligations under the Order without Buyer's prior written consent. In the event of any approved assignment or delegation authorized by Buyer, Seller retains all responsibility for Supplies, including all related warranties



and claims, unless otherwise expressly agreed in writing by Buyer.

24. Governing Law; Arbitration; Jurisdiction. The Order is to be construed according to the laws of the State of California. At Buyer's option, exercised by written notice any time before or within 30 days following the service of process in a legal action, any dispute regarding the Supplies, the Order, the validity of the Order or any of these Purchase Terms, or any other matter between the parties (other than requests for injunctive relief) will be resolved by binding arbitration using a single arbitrator selected by the parties. The arbitration will be conducted under the commercial arbitration rules of the American Arbitration Association (AAA) in a location agreed by the parties; if the parties cannot agree on a location within 30 days of either party's written request for arbitration, the arbitration will be conducted in metropolitan Los Angeles, CA USA; and (c) if the parties cannot agree on an arbitrator within 30 days of the selection of the arbitration location, each party will select a person from the AAA-approved commercial arbitrator list and those two people will jointly select a third person from such list who will conduct the arbitration as the sole arbitrator. The arbitrator will issue written findings of fact and conclusions of law, and may award attorneys' fees and costs to the substantially prevailing party. In no event will any party be awarded punitive or exemplary damages. The award of the arbitrator will be enforceable in any court of competent jurisdiction, provided that either party may appeal to the U.S. District Court Central District of California, for correction of any clear error of fact or law by the arbitrator (provided that the appealing party must first post an appropriate bond and that the prevailing party in any such action will be entitled to its attorneys' fees and costs). Any request for injunctive relief may be brought by Buyer in any court(s) having jurisdiction over Seller or, at Buyer's option, in the applicable court closest to the place from which the Order was issued by Buyer, in which event Seller consents to the jurisdiction of such court. Any request for injunctive relief against Buyer may be brought by Seller only in the court(s) having jurisdiction over the location of Buyer from which the Order issued.

25. Severability; No Implied Waiver. If any term of the Order is invalid or unenforceable under any statute, regulation, ordinance, executive order or other rule of law, the term will be deemed reformed or deleted, as the case may be, but only to the extent necessary to comply with applicable law. The remaining provisions of the Order will remain in full force and effect. The failure of either party at any time to require performance by the other party of any provision of the Order will not affect the right to require performance at any later time, nor will the waiver of either party of a breach of any provision of the Order constitute a waiver of any later breach of the same or other provision of the Order.

26. Survival. The obligations of Seller to Buyer survive termination of the Order, except as otherwise provided in the Order.