

VALLEY TOOL & DIE STAMPINGS, INC.
STANDARD TERMS AND CONDITIONS OF SALE AND WARRANTY

1. Contract. All orders are subject to acceptance and acknowledgment in writing by Valley Tool & Die Stampings, Inc. (Valley Tool). In the event Valley Tool accepts any order submitted by a Buyer, its acceptance is conditioned upon Buyer's assent that the terms and conditions herein (and any other documents specifically incorporated herein by reference thereto) (hereinafter referred to as the "Contract") which shall be the sole terms and conditions of the Contract between the parties. Orders submitted on Buyer purchase orders, acknowledgments or any other document issued by the Buyer that contain terms and conditions which differ from or are in addition to the terms and conditions herein are expressly rejected and not part of the Contract between the parties. The parties may modify the terms and conditions incorporated herein or add additional terms only by means of a writing agreed to by the parties.

2. Changes. This is a binding contract on the quantities, prices, payment and technical specifications. Any technical, quantity, delivery or other change requested by Buyer shall be in writing, and shall not be effective unless accepted by Valley Tool in writing upon terms which indemnify Valley Tool against all losses occasioned thereby. In addition to all other remedies available at law, if Buyer terminates all or part of this contract, Buyer agrees to pay Valley Tool for raw materials, unamortized tooling, labor incurred, handling and overhead charges, and for all work to date and in progress when Valley Tool receives notice of the termination.

3. Shipment, Title and Delivery. Unless otherwise specified, all shipments are FOB Origin, freight collect, and title shall pass to Buyer at the time of delivery by Valley Tool of the goods to a common carrier. Claims for shortage must be made within 10 days after receipt of goods; Buyer shall be deemed to have accepted the numerical count of goods shipped unless Buyer notifies Valley Tool in writing of any claim for short count within 10 days after delivery to Buyer. Delivery of 10% more or less than the quantity ordered shall be accepted as a completed order and will be invoiced accordingly. In the event the order calls for delivery by installments, this Contract shall be construed as severable as to each installment. Each such installment shall be deemed to be sold under a separate and independent contract and default in any shipment or delivery of any installment shall not relieve Buyer of its obligations to accept remaining deliveries. Shipping dates represent Valley Tool's best estimate and are approximate.

4. Inspection and Acceptance. Upon arrival of the goods at the point of destination, Buyer shall immediately inspect the items at its expense and, if the goods are found to not materially conform to the Contract requirements, shall give written notice to Valley Tool within ten (10) business days following delivery. If Buyer retains the items after delivery without giving Valley Tool notice within the time frame specified, Buyer shall be deemed to have irrevocably accepted the goods delivered.

5. Force Majeure. Valley Tool assumes no responsibility or liability for any loss or damage occurring by reason of delay or inability to deliver caused in part or in whole by causes beyond its reasonable control. Such causes shall include, but are not limited to, acts of God, fires, strikes or other labor disputes, accidents, embargoes, delay of carriers, insurrection, riot, acts of civil or military authorities, shortages of labor, fuel, power, or raw materials, failure of Valley Tool usual sources of supplies, acts of any government or any state or political subdivision or agency thereof, judicial action, or delays of Valley Tool suppliers. If delays from such causes should occur, delivery time shall be correspondingly

extended. In the event such a condition affects a portion of Valley Tool's capacity to supply products, Valley Tool reserves the right to allocate its limited supply of products among its customers in a fair and reasonable manner, as determined in Valley Tool's sole discretion.

6. Price, Additional Charges, and Taxes. Prices are as stated in applicable quotes, offers to sell, order acknowledgments, or customer invoice. Prices apply to orders placed for the indicated quantities for complete shipment at one time to one destination unless otherwise agreed by Valley Tool in writing prior to manufacture. Buyer also agrees to pay the following additional charges, if applicable: (a) as prices are based on the present cost of materials, Buyer agrees to pay Valley Tool for any increase in the cost of materials purchased by Valley Tool to fulfill this contract; (b) for any special packaging requirements, source inspection by Buyer on the premises of Valley Tool, or other requirements not expressly provided as included in the Price; (c) for changes in molds and tools made necessary (as determined by Valley Tool) by changes in specifications accepted by Valley Tool, and also agrees to assume all risk of resultant damage. Prices do not include freight, federal, state or local taxes, duties or other levies as applicable, which taxes, duties or other levies will be added to the sales price when Valley Tool is legally obligated to collect them. All prices offered and acknowledged are subject to corrections for typographic and clerical errors.

7. Payment. Payments shall be due and payable in full, prior to delivery, or if Valley Tool has issued written approval for Buyer to purchase goods on credit terms, then payments shall be due thirty (30) days from the date of invoice, or as otherwise provided in the terms of Valley Tool's credit approval granted to Buyer. Late payments shall accrue interest at one percent per month until paid. In addition, Buyer agrees to pay all of Valley Tool's reasonable costs, expenses, and attorneys' fees of collection. To secure payment for all sums due hereunder or otherwise, Valley Tool shall retain a security interest in all goods, tools, molds, and parts delivered hereunder and these terms and conditions shall be deemed a security agreement under the Uniform Commercial Code. Buyer authorizes Valley Tool as its attorney-in-fact to execute and file on Buyer's behalf all documents Valley Tool deems necessary to perfect such security interest.

8. Customer Supplied Materials. In the event this contract requires Valley Tool to perform work on raw or semifinished materials supplied by Buyer but not purchased by Valley Tool from Buyer, Buyer shall supply an adequate excess to allow for machining losses. If Valley Tool scraps any such materials, it shall not be liable to Buyer for such scrapped materials. Buyer warrants that any raw or semifinished materials shall be suitable for the operations intended to be performed by Valley Tool, free of defects in workmanship and material. If found defective during processing, Buyer shall promptly deliver suitable replacements at no charge to Valley Tool. Buyer shall pay Valley Tool for all work performed to the time when the defect was discovered.

9. Tooling. All of Buyer's special tooling, goods and other properties supplied by Buyer and in Valley Tool's possession shall be fully insured by Buyer, and Buyer releases Valley Tool from all liability for loss or damage to such items that occurs while such items are in Valley Tool's possession, regardless of cause. In the event Buyer does not claim such special tooling within one year after completion of Valley Tool's last deliveries under this contract then Valley Tool shall have the right, following 30 days written notice to Buyer, to dispose of such special tooling without liability to Buyer.

10. Warranty; Buyer's Exclusive Remedy. Valley Tool agrees to manufacture the goods to Buyer's drawings and specifications. Except as provided in Section 12, Valley Tool makes no express warranty, except that the goods will materially conform to the Buyer's drawings and specifications and be free from defects in material and workmanship. Buyer has furnished drawings and specifications for the

goods and Buyer is not relying on Valley Tool to select goods or engineering designs. **THE FOREGOING EXPRESS WARRANTY IS THE ONLY WARRANTY MADE BY VALLEY TOOL WITH RESPECT TO THE GOODS AND ANY SERVICES PROVIDED BY Valley Tool, AND IS IN LIEU OF ALL OTHER WARRANTIES AND CONDITIONS, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR USE AND PURPOSE.** This warranty shall be effective for a period of six months from time of acceptance as provided in Section 4. Buyer is required to provide Valley Tool written notice of a claimed defect, including reasonable proof that the defect is covered by the warranty, within ten (10) days after the defect becomes apparent, and within the original warranty period. Valley Tool reserves the right to request additional information from Buyer to verify the claim. If following such notice the parties agree that there exists such a defect or failure to conform due to the fault of Valley Tool, then at the option of Valley Tool: (1) the defective goods shall be returned, at Valley Tool's expense, to Valley Tool; Buyer shall be responsible for properly packaging and safeguarding the goods against transit hazards as Valley Tool may require; and Valley Tool will repair or replace the defective goods and return them to Buyer at Valley Tool's expense; or (2) the parties shall negotiate an agreed amount to be deducted from the purchase price of the goods. Buyer's failure to notify Valley Tool in writing of any such claimed defect or failure to conform within the above period shall constitute Buyer's complete waiver of any such claim with respect to defects or nonconformance, and Buyer releases and covenants not to sue Valley Tool with respect to such goods.

11. LIMITATION OF LIABILITY. BUYER'S EXCLUSIVE REMEDY AND VALLEY TOOL'S ENTIRE LIABILITY FOR DIRECT DAMAGES TO BUYER OR OTHERS, WHETHER IN CONTRACT, TORT OR OTHERWISE, ARISING OUT OF OR CONNECTED IN ANY WAY WITH THIS AGREEMENT OR RESULTING FROM USE OF THE GOODS SHALL NOT EXCEED THE PRICE OF THE GOODS THAT GIVE RISE TO THE CLAIM.

IN NO EVENT SHALL VALLEY TOOL BE LIABLE TO BUYER OR TO ANY THIRD PARTY FOR INDIRECT, SPECIAL, EXEMPLARY, INCIDENTAL, OR CONSEQUENTIAL DAMAGES OR LOST PROFITS ARISING OUT OF OR CONNECTED IN ANY WAY WITH THIS CONTRACT OR RESULTING FROM USE OF THE GOODS REGARDLESS OF THE GROUNDS WHICH GIVE RISE TO THE CLAIM.

BUYER'S USE OF VALLEY TOOL GOODS FOR MILITARY, DEFENSE OR AEROSPACE APPLICATIONS IS AT BUYER'S SOLE RISK AND RESPONSIBILITY, AND BUYER SHALL INDEMNIFY VALLEY TOOL AGAINST ANY AND ALL LIABILITY THAT MAY ARISE DUE THE USE OF THE VALLEY TOOL GOODS IN SUCH CRITICAL APPLICATIONS.

12. Valley Tool Intellectual Property. Valley Tool retains all title, rights and interests in any intellectual property developed by Valley Tool pertaining to the goods and any related data produced and/or delivered under this Contract (whether in the form of inventions (including those which are the subject of a patent application or a patent), trademarks, copyrights, drawings, specifications, instructions, plans, depictions, computer software, computer software documentation) ("Valley Tool Intellectual Property"). Buyer is authorized to incorporate the goods delivered under this Agreement into an end product. Any additional use of Valley Tool Intellectual Property by Buyer, including, the right to resell and/or license goods and any associated Intellectual Property to third party customers, shall be the subject of mutual agreement of the parties. Absent such an agreement, such use by Buyer shall constitute an infringement of Valley Tool's Intellectual Property. Valley Tool warrants that

Buyer's use of Valley Tool Intellectual Property will not infringe or contribute to the infringement of any patents, trademarks or copyrights, either in the United States or foreign countries. Valley Tool agrees to defend Buyer, at Valley Tool's expense, and to pay costs and damages finally awarded against Buyer in any such suit or agreed in any settlement, provided that: (i) Valley Tool is promptly notified by Buyer, in writing, of any communications, threats, claims and proceedings related thereto; (ii) Valley Tool has sole control of the defense and any settlement thereof; (iii) Buyer does not make any admission of liability nor settle or otherwise compromise any such claim without Valley Tool's prior written consent; (iv) Buyer furnishes to Valley Tool, upon request, any information available to Buyer relating to the defense of such claim; (v) Buyer provides reasonable assistance to Valley Tool in the defense of such claim; and (vi) Buyer ceases use of Valley Tool's goods which are the subject of the infringement claim upon receipt from Valley Tool of any non-infringing replacement for such goods.

THE FOREGOING STATES THE ENTIRE LIABILITY OF VALLEY TOOL WITH RESPECT TO INFRINGEMENT BY VALLEY TOOL GOODS AND RELATED VALLEY TOOL INTELLECTUAL PROPERTY OF ANY THIRD PARTY INTELLECTUAL PROPERTY.

13. Buyer's Intellectual Property. Buyer warrants and represents that it has the right to possession, use, and transfer of any inventions (whether the subject of a patent, patent application, or not), tooling, designs, specifications, drawings, plans, instructions and all other information and materials ("Buyer's Intellectual Property") provided to Valley Tool for use under this Contract, and that such use shall not constitute an infringement of any third party's patent, copyright or trademark rights, or a misappropriation of a third party's trade secrets. This Contract constitutes a license by Buyer to Valley Tool to use such Buyer's Intellectual Property for purposes of supplying goods under this Contract. Buyer shall indemnify, defend and hold Valley Tool, its agents, officers, directors, and employees harmless against any damages, expenses, costs, attorney's fees, or losses from any legal action or claim made against Valley Tool, either severally or jointly with Buyer, or any suit or proceeding based thereon, for infringement (direct or contributory), of patents, trademarks, copyright, misappropriation or theft of trade secrets, unfair competition, any related claim, based upon or arising from Valley Tool's use of Buyer's Intellectual Property under this Contract.

14. General Indemnity. To the maximum extent allowed by law, Buyer must defend and indemnify Valley Tool, its employees, officers, directors and agents against all sums, costs, liabilities, losses, obligations, suits, actions, damages, penalties, fines, interest and other expense (including investigation expenses and attorney's fees) that Valley Tool, its agents, officers, directors, or employees may incur or be obligated to pay as a result of (i) Buyer's or its customers' negligence or willful misconduct; (ii) use, ownership, modification, maintenance, transfer, transportation or disposal of the goods by Buyer and/or its customers; and (iii) Buyer's violation or alleged violation of any international, federal, state, county or local treaties, laws or regulations, including without limitation the laws and regulations governing export control, cybersecurity, product safety, labeling, packaging and labor practices. Buyer hereby waives and releases Valley Tool from all rights to contribution or indemnity to which it may otherwise be entitled.

15. Export Control Regulations. Buyer hereby certifies that it understands and will comply with its obligations to comply with International Traffic in Arms Regulations ("ITAR") and the Export Administration Regulations ("EAR") and the terms of any U.S. Department of State or U.S. Department of Commerce export license or export or temporary import exemption/exception applicable to this Contract ("Export Laws"). Buyer, if it engages in the United States in the business of either manufacturing or exporting defense articles or furnishing defense services, hereby certifies that it is registered with the U.S. Department of State, Directorate of Defense Trade Controls, as defined in 22 CFR Part 122, Registration of Manufacturers and Exporters.

Buyer shall exercise strict control covering the disclosure of and access to technical data, information and other items received under this Contract in accordance with U.S. export control laws and regulations, including but not limited to the ITAR. Buyer agrees that no technical data, information or other items provided by Valley Tool in connection with this Contract shall be provided to any foreign persons or to a foreign entity, including without limitation, a foreign employee or subsidiary of Buyer (including those located in the U.S.), without the express written authorization of Valley Tool and Buyer's obtaining of the appropriate export license, technical assistance agreement or other requisite authorization for ITAR-controlled technical data or items.

Buyer shall immediately notify Valley Tool if it is or becomes listed on any Excluded or Denied Party List of an agency of the U.S. Government or its export privileges are denied, suspended or revoked by the U.S. Government or the government of Buyer.

To facilitate both Buyer and Valley Tool compliance with applicable Export Laws, if any product, technology, data or information provided by Buyer is classified or listed as subject to export or re-export restrictions in the context of applicable export regulation, Buyer shall immediately inform Valley Tool in writing of such classification identification (e.g., ECCN or ITAR category), and if requested will provide other relevant exportation information and documentation (e.g., copy of export licenses) to Valley Tool.

In the event of failure to comply with this Section 15, Buyer shall keep Valley Tool fully indemnified and harmless from all damages arising out of or in connection with any violation of this Section 15 and/or the Export Laws.

16. Entire Agreement. This Contract (including all attachments and documents incorporated or referenced herein) constitutes the entire agreement between Valley Tool and the Buyer and supersedes all prior representations, agreements, or communications, either verbal or written, between the parties hereto with regard to the subject matter of this Contract. No modification, amendment, rescission, waiver, or other change to this Contract shall be binding on Valley Tool, nor may any claim or right arising out of breach of this Contract be discharged, in whole or in part by waiver or renunciation of the claim or right unless made in writing and signed by a duly authorized representative of Valley Tool.

17. Valley Tool's Rights Upon Default by Buyer. In the event of a default by Buyer, Valley Tool may decline to perform further under this Contract without in any way affecting its rights hereunder. If despite any default by Buyer, Valley Tool elects to continue to perform, such election shall not constitute a waiver of any default by Buyer or in any way affect Valley Tool's legal remedies for any such default. In the event of the appointment of a trustee, receiver or liquidator for all or portion of Buyer property, or any act of bankruptcy by Buyer, or any voluntary petition for bankruptcy by Buyer, Valley Tool may terminate this Contract without any further obligation or liability to Buyer.

18. Choice of Law and Forum; Limitation on Claims. This Contract shall be governed by and construed in accordance with the laws of the state of Indiana, excluding its conflict of laws principles. All disputes and/or legal proceedings related to this Agreement shall be brought and maintained exclusively in Federal or state courts located in Indiana, and the parties agree to personal jurisdiction and convenient forum therein. The prevailing party in any action to enforce the Contract shall be entitled to recover costs and expenses including, without limitation, attorneys' fees. The rights and obligations of the parties under this Contract shall not be governed by the U.N. Convention on Contracts for the International Sale of Goods.. Except for payment of monies owed to Valley Tool, no

claim shall be brought against any party to this Contract more than two years after the claim first accrues.

19. U.S. Government Contract. If the goods to be furnished under this Contract are to be used in the performance of a U.S. Government contract or subcontract, this Contract shall be amended to include those clauses under the Federal Acquisition Regulation ("FAR") and relevant supplements to the FAR which are mandatory flow-downs based on price of the Contract, the nature of the goods sold (e.g., if the goods qualify as commercial items as defined by FAR 2.101), and nature of and clauses included in the prime contract with the U.S. Government, and such clauses are incorporated herein by reference. Any additional clauses, including those pertaining to intellectual property, shall be the subject of negotiation between the parties and represented in an addendum to this Contract.