

Dayton Lamina Corporation

Terms and Conditions of Sale

GENERAL CONDITIONS:

All prices are subject to change without notice. Products or services provided (“Products”) are invoiced at the price in effect at the time of order. All orders are subject to acceptance by Dayton Lamina Corporation (“Seller”). These Terms and Conditions of Sale (“Terms”) may only be modified by a signed amendment issued by Seller. These Terms are deemed part of all quotations, acknowledgements, invoices, purchase orders, and any other documents, whether electronic or in writing, relating to the sale of Products by Seller and Seller objects to any terms proposed on purchaser’s (“Buyer”) forms or expressed or implied in other documentation, which are inconsistent with, or in addition to these Terms. The provisions contained in these Terms shall control in the event of any inconsistency between any of the provisions of these Terms and the provisions of any other document, including but not limited to any forms, terms and conditions or purchase orders, whether presented by Buyer or Seller.

PRODUCTS:

Seller may offer Products designated as stock (“Stock Products”) and Products manufactured or assembled to Buyer’s specifications (“Custom Products”). Seller is not responsible for verifying the accuracy of specifications provided by Buyer for Custom Products. Buyer represents and warrants that Buyer has the necessary rights, licenses, and permissions to submit such specifications to Seller and lawfully grants Seller the rights required in such specifications to manufacture and sell such Custom Products. Buyer further represents and warrants that Buyer shall not submit specifications that breach any applicable laws, regulations, or third-party rights, including intellectual property rights. Custom Products are sold on a “FINAL SALE” basis only, and no cancellations, returns, refunds, or credits are permitted except as set forth herein or otherwise agreed to by Seller in a signed writing.

Large volume orders (“Large Orders”) may require a quotation and the price and production time may differ from any catalog, website or other published information. Volume discounts are only applicable to product volume included in a single order line. If Product is split across multiple order lines, these lines will not be aggregated to apply volume discounts.

CHANGES:

Buyer agrees not to make changes to the Products ordered including the specifications or delivery schedule without the prior written consent of Seller. Custom Products, Large Orders, or other non-Stock Products: No cancellation or change will be accepted unless agreed to by Seller.

Notwithstanding the foregoing, Seller reserves the right to decline changes or cancellations due to the nature, type, quantity, or shipping date of Products, the distribution system used,

or other relevant factors. Seller also reserves the right to rescind any order (whether or not such order has been previously accepted by Seller) if Seller determines, in its sole discretion, that (a) the order breaches these Terms and Conditions; (b) the order violates any applicable law, regulation, legal precedent, governmental act, or industry standard; (c) the order contains any incorrect information, including, but not limited to, pricing, freight, or order eligibility; (d) Buyer's financial situation is unsatisfactory to Seller; (e) Buyer is on one of the Restricted Parties Lists (defined below); or (f) for any or no reason, at Seller's discretion ("Rescission"). Seller shall not be liable for any losses related to any Rescission.

Seller cannot accept any cancellations or changes if Buyer requests express processing or shipping for the order.

To the extent permissible by applicable law, no cooling-off period will apply to sales of Products.

PAYMENT:

Terms of payment must be approved by Seller before orders will be accepted from Buyer. Payment terms are granted at the sole discretion of Seller. Seller shall have the right to change the terms of payment and/or require payment as a condition of shipment at any time.

Seller shall not be required to proceed or continue with performance of Buyer's order while Buyer is in default under this or any other purchase with Seller or upon the acquisition, dissolution, liquidation, suspension of business or insolvency of Buyer or the commencement of any proceeding under any bankruptcy or debtor law by or against Buyer. If progress payments are specified, Seller may suspend production, shipment or delivery until all such payments then due are paid in full by Buyer. Acceptance by Buyer of each delivery shall constitute a separate contract with respect to the amount thereof. Seller may recover for each shipment as a separate transaction, without reference to any other shipment. Buyer shall have no right to set off any amounts against any amount owed to Seller. Buyer agrees that Seller will cancel and has no further liability for any credit balance which remains open after one (1) year of the issuance date.

Payments are due net thirty (30) days from the date of invoice unless otherwise set forth by Seller.

Seller, at its option, may charge Buyer two percent (2%) interest per month or the maximum legal rate, whichever is less, on any balance not paid within the stated terms. Buyer will pay Seller's attorneys' fees and other costs incurred by Seller in the collection of any amount invoiced and due. If Seller cannot confirm payment by the applicable due date, Seller may suspend or cancel any future shipments to Buyer.

All payments must be made in U.S. dollars (USD).

Seller reserves the right to request advance payment or specific methods of payment from Buyer at its discretion. If Buyer fails to make payment or comply with these Terms, Seller may (without liability and in addition to other remedies), cancel any unshipped Products and stop any Products in transit until Buyer pays all amounts owed to Seller, whether or not then due. Buyer shall in any event remain liable for any unpaid amounts.

Any credit extended by Seller, and the limits of such credit, is at Seller's sole discretion,

and may be reduced or revoked by Seller at any time, for any reason.

TAXES:

Buyer shall fully reimburse Seller in the event that Seller is required, either directly or indirectly, to collect or pay any excise, sale or use taxes, duties or other similar charges or increases (including any interest or penalties) relating to the manufacture, production, sale, delivery, importation, consumption or use of the Products sold which is not specifically included in Seller's quoted price. Buyer is responsible for payment of all applicable taxes or other governmental charges or for providing a valid sales tax exemption certificate to Seller. When placing an order, Buyer shall indicate which Products are tax exempt.

WIRE TRANSFERS:

For payments by Wire Transfer or ACH, please contact the Seller's Credit & Collection Department for more information.

FORCE MAJEURE

Seller is not liable for any alleged loss or claim made by Buyer or any third party which results in whole or in part from Seller being prevented or delayed in fulfilling any or all of its obligations under any order by reason of circumstances beyond its reasonable control including, but not limited to, acts of God, bad weather, pandemic, epidemic, strikes or other labor disturbances, shortages of or inability to obtain labor, materials, utilities, fuel, transportation or equipment, fire, floods, earthquakes, explosions or other casualties, wars or civil disturbances, insurrection or riots, breakage or accident to machinery or equipment, compliance with any federal, state or local law, order or regulation or any other cause beyond Seller's control (including a failure of any supplier or contractor to perform).

WARRANTY:

Seller's exclusive warranty is that all new Products of its own manufacture delivered to Buyer by Seller shall materially conform to the known written specifications of Buyer for Custom Products or Seller's specifications for Stock Products and shall be free from defects in material or workmanship under normal use and service for a period of six (6) months from date of shipment. Seller makes no warranty with respect to Products which are manufactured by others ("**Third-Party Products**"). Any Third-Party Products are sold only under such warranty as the manufacturer gives to Seller, which is Buyer's sole remedy, and all other warranties are disclaimed. Seller makes no guaranty as to the enforceability of any warranty for Third-Party Products, but shall use reasonable efforts to assist Buyer in asserting a claim under such warranty of the manufacturer.

In the event of a breach of the Seller's above warranty, Buyer's sole and exclusive remedy and Seller's sole and exclusive liability and obligation is to secure repair, replacement, or a refund of the purchase price, at Seller's sole option, of the portion of the Products which, upon prior inspection by Seller, shall prove, in Seller's sole discretion, to have been defective. Upon notification by Buyer, Seller will either request that the Products be returned to Seller's plant or Seller may elect to inspect the Products at Buyer's plant. The provisions of this warranty shall only apply where Products have been correctly handled, stored, installed and maintained and shall not apply to Products which have been subject to accident, overloading, abuse, misuse or negligence or which shall have been installed, maintained,

repaired, or altered by other than Seller in any way. Seller does not guarantee compliance of Products with any laws, codes, or regulations or suitability of Products for any particular uses. THE WARRANTY HEREIN IS IN LIEU OF AND EXCLUDES ALL OTHER WARRANTIES OF SELLER, THE MANUFACTURER OF PRODUCTS, AND ANY OTHER ENTITY INVOLVED IN THE MANUFACTURE, SALE, OR SERVICING OF PRODUCTS AND THEIR RESPECTIVE SUBSIDIARIES, AFFILIATES, AND RELATED COMPANIES, WHETHER EXPRESS, IMPLIED, STATUTORY, OR OTHERWISE CREATED UNDER APPLICABLE LAW, INCLUDING, BUT NOT LIMITED TO, ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE OR USE.

PRECAUTIONS, PROHIBITIONS:

IT IS THE BUYER'S SOLE RESPONSIBILITY TO ENSURE THAT ANY PRODUCT IS FIT AND SUFFICIENT FOR ITS INTENDED USE. BUYER SHALL BE SOLELY RESPONSIBLE FOR DETERMINING THE APPROPRIATENESS OF THE PRODUCT WITH RESPECT TO BUYER'S APPLICATION. Buyer acknowledges that it alone has determined that the Products will meet its requirements of the intended use in all cases. Buyer agrees to use particular attention in applications including, but not limited to, outdoor use, consumer products, energy control systems, combustion systems, railroads and aviation systems, medical equipment, vehicles, safety equipment and applications subject to industry or government regulations. BUYER AGREES TO NEVER USE THE PRODUCTS FOR AN APPLICATION INVOLVING SERIOUS RISK TO LIFE OR PROPERTY WITHOUT ENSURING THAT THE SYSTEM AS A WHOLE HAS BEEN DESIGNED TO ADDRESS THE RISKS AND THAT THE PRODUCTS ARE PROPERLY RATED AND INSTALLED FOR THE INTENDED USE WITHIN THE OVERALL EQUIPMENT OR SYSTEM.

TRANSPORTATION:

All shipping dates are estimates and are based on the date the Products are shipped from the manufacturing facilities or distribution centers. All shipments are F.O.B. shipping point at which point title and risk of loss for the shipped Products shall pass from Seller to Buyer (whether or not Seller pays any part of the freight) or, if Seller stores the Products for the account of Buyer at Seller's facility, then title and risk of loss shall pass to Buyer at the time of storage of the Products at Seller's facility. Seller shall retain a security interest in the Products until the full purchase price is paid to Seller. If Buyer requires a means of transportation other than that selected by Seller, any extra cost incurred by reason of using such other means shall be paid by Buyer. Seller will package Products as it deems proper for protection against normal handling and extra charges will apply for special conditions.

Any claim by Buyer against Seller for shortage or damage to Products occurring before delivery to the carrier must be presented in writing to Seller within ten (10) days of delivery. FAILURE TO GIVE NOTICE OF A CLAIM WITHIN TEN (10) DAYS FROM DATE OF DELIVERY, OR THE DATE FIXED FOR DELIVERY (IN CASE OF NONDELIVERY), SHALL CONSTITUTE A WAIVER BY BUYER OF ALL CLAIMS IN RESPECT OF SUCH PRODUCTS.

SELLER'S PROPERTY:

Notwithstanding any charges to Buyer for engineering or tooling, all engineering, tooling, jigs, fixtures, dies, tools, patterns or other special equipment shall remain the exclusive property of Seller. All designs, drawings, specifications or other technical information disclosed by Seller to Buyer and any modifications or improvements thereof shall (i) be the property of Seller and shall be treated as confidential by Buyer and shall not be disclosed to others without the prior written approval of Seller, (ii) be used by Buyer only in connection with its use of the Products sold by Seller, (iii) not be used by Buyer for the production of the Products by Buyer or any third party without the prior written consent of Seller and (iv) be delivered to Seller at its written request upon completion or termination of this order provided, however, that this confidentiality obligation shall not apply to information which is made available to the general public.

BUYER OBLIGATIONS:

It is Buyer's sole responsibility to review Product literature provided by Seller concerning the Product and its properties (and to share such literature with its employees, contractors, and customers who may handle, process, install, or use such Products) and all applicable laws, regulations, and industry guidance for any applicable jurisdiction to be sure that their assembly, installation, and/or use of Products is compliant. In particular, Buyer agrees that Seller's Products shall not be used in applications in the human body or for the purpose of transporting humans, without Seller's prior written consent.

Buyer shall inspect the Products and either accept or reject within thirty (30) business days after delivery of the Products at Buyer's facility. If the Products do not conform to these Terms or the agreed specifications, Buyer shall notify Seller of such condition, and allow Seller a reasonable opportunity to inspect the Products. If Seller does not receive such notice within thirty (30) business days after delivery, Seller will deem that all Products have been inspected and accepted by Buyer.

Buyer agrees to comply with all applicable laws, regulations, and ordinances including all applicable export and import laws and regulations.

Buyer represents and warrants that it is not designated on or associated with any party designated on any applicable restricted parties' lists, or other forbidden, denied, blocked, debarred, or proscribed persons lists ("**Restricted Parties Lists**"). Buyer acknowledges that Products may not be sold to, shipped to, or used by any party on the Restricted Parties Lists. In addition to the foregoing, Products may not be sold to, shipped to, or used by a party in any of the following countries: Democratic People's Republic of Korea (North Korea), Iran, Iraq, Libya, Afghanistan, Democratic Republic of the Congo, Cote d'Ivoire, Lebanon, Liberia, Sierra Leone, Somalia, Sudan, Eritrea, Cuba, Central African Republic, or South Sudan.

Buyer represents that any person accepting these Terms on behalf of Buyer is authorized to do so and that all employees and representatives of Buyer who access Seller's website or any Seller application on behalf of Buyer or otherwise purchase Products from Seller on behalf of Buyer have the legal right, and are duly authorized, to make such purchases.

RETURNS:

All requests for product returns and credit requests, including defective product, must have prior authorization from Seller and include a return material authorization (“RMA”) number. RMA numbers are issued by Seller’s Customer Service Representative. Contact Dayton Lamina Customer Service at *Customer_Service_DL@daytonlamina.com*.

Returned Products must be shipped to the location address given by the Buyer’s Customer Service representative. Only returns with clearly visible RMA numbers displayed on the outside of the box and/or skid will be accepted.

Returned goods must pass inspection prior to credit being issued. All items returned must be in new condition and ready for resale. All RMA numbers will be cancelled if the item or items are not returned within thirty (30) days of the issue date of the RMA numbers.

Returned Products must be packaged and identified to avoid shipping damage and make return handling expedient. The Products must be returned by the same Buyer that purchased the Products.

Damaged returned products will be shipped to Buyer at Buyer’s expense. Authorization will be given for products purchased directly from Seller. If a return does not have an RMA number on the outside of the box and/or skid, Seller may refuse the return. Rejected returns shall be shipped to Buyer at Buyer’s expense.

Custom Products: Custom Products may not be returned. Seller may, at Seller’s sole discretion, and Buyer’s expense, rework Custom Products items to Buyer’s specifications. Errors in Custom Products items attributable to mistake by Seller shall be reworked to Buyer’s specifications at Seller’s expense.

Re-stocking charges for direct customers are listed below:

Product returned 0 to 3 months since invoice date: 15% Re-stocking Charge
Product returned 4 to 6 months since invoice date: 25% Re-stocking Charge
Product returned 7 to 12 months since invoice date: 50% Re-stocking Charge

Product returned more than 12 months from the invoice date will not be eligible for return.

Used hydraulic equipment and motors cannot be returned for credit.

Products containing custom tool/detail etching are not eligible for returns. Seller may, at Seller’s sole discretion, accept returns of such product, in which case the customer tool/detail etching shall be removed at Buyer’s expense.

INDEMNIFICATION; LIMITATION OF LIABILITY:

Buyer will defend, indemnify, and hold harmless Seller and its affiliates, and their respective officers, employees, and agents, from and against any liability, damage, claim, or any litigation cost or expense (including, but not limited to, reasonable attorneys’ fees) from claims arising out of or relating to (a) any violation of these Terms; (b) use of Products, unless Seller’s analysis confirms that Products were properly stored, installed, and

maintained, not subject to contamination, misuse, or modification, and in full compliance with Seller-provided literature; and (c) any act or omission of Buyer under these Terms or related to Products.

Seller shall indemnify and hold harmless Buyer from and against any third-party claim that any Product manufactured by Seller infringes any patent, trademark, trade secret, copyright, or other intellectual property if any such Product is proven to so infringe in which case Seller shall, at its option, either make such Product non-infringing or procure the rights to continue to sell such infringing Product. If Seller is unable to do either of the foregoing, either party may terminate the relationship without any further obligation or liability to the other party. The foregoing remedies are the sole and exclusive remedies of Buyer in the event of an infringement.

Seller shall have no liability for any intellectual infringement or similar claims, expenses or liabilities of any type in connection with use and/or application of any Product (i) in combination with any device, component, application or data not supplied by Seller; (ii) alteration of the Products by Buyer or a third party; or (iii) use of the Product in any manner other than for which it was designed.

SELLER SHALL NOT BE LIABLE FOR SPECIAL, INDIRECT, INCIDENTAL, OR CONSEQUENTIAL DAMAGES, LOSS OF PROFITS OR PRODUCTION OR COMMERCIAL LOSS IN ANY WAY CONNECTED WITH PRODUCTS, THE WEBSITE, OR RELATED MATTERS, WHETHER SUCH CLAIM IS BASED IN CONTRACT, WARRANTY, NEGLIGENCE, OR STRICT LIABILITY. Further, in no event shall liability of Seller exceed the individual price of the Product upon which liability is asserted.

GENERAL:

Buyer is responsible for notifying Seller of any changes in ownership, address, name, spokesperson, or other Buyer information. Seller shall not be liable for any damages caused by Buyer's failure to promptly notify Seller of relevant changes, and Buyer shall indemnify Seller for any costs incurred by Seller related to such failure.

By making a purchase from Seller, Buyer represents and warrants that all information included in its registration is true, and it is authorized to purchase under the name and account set forth on its order.

ENTIRE AGREEMENT:

No statement of agreement, oral or written, made prior to or at the delivery of these Terms, shall vary or modify these Terms. Failure of Seller to exercise any option, right or privilege under these Terms shall not constitute a waiver of any such right, privilege or option or the performance thereof, unless such waiver is specifically set forth in a writing signed by Seller. If any provision hereof is rendered ineffective or invalid, such provision shall not invalidate any other provision.

APPLICABLE LAW:

These Terms, the sale or purchase of Products, and the relationship of the parties shall be governed by and construed in accordance with the laws of the State of Ohio, excluding that body of Ohio law concerning conflicts of law. The parties hereby agree that the United Nations Convention on the International Sale of Goods shall have no application the sale or purchase of Products. Any claim arising out of or related to these Terms, the sale or purchase of Products, or the relationship of the parties shall be brought exclusively in a state or federal court located in the state of Ohio, and the parties hereby submit to and waive any obligations to the exclusive jurisdiction thereof. Notwithstanding the foregoing, any legal action by Buyer with respect to any transaction must be commenced within one (1) year after the cause of action has arisen. Buyer may not assign its rights hereunder without Seller's written consent.