

## **METAL TECHNOLOGIES OF INDIANA LLC GENERAL TERMS AND CONDITIONS OF SALE**

These standard terms and conditions of Sale (“Terms and Conditions”) shall govern the provision of any services and the sale of any goods (the “Goods” and “Services”) by Metal Technologies of Indiana LLC and any of its subsidiaries or affiliates (collectively, “Seller”), and shall be incorporated into and form part of any agreement for the purchase and sale of Goods and provision of Services between Seller and any person or entity purchasing any Goods or Services from Seller (“Buyer”). In the event of any inconsistent or conflicting term, condition, or provision in any purchase order, release, request, forecast, or any other document issued by Buyer, these Terms and Conditions shall control and any inconsistent or conflicting term or provision in any other document shall be invalid and of no legal force or effect. Each request for quote, purchase order, forecast or release issued by Buyer, acceptance of Goods or Services by Buyer, or payment to Seller by Buyer, shall be deemed an acknowledgment and acceptance by Buyer of these Terms and Conditions. Seller’s provision of credit to Buyer, if any, acceptance of any purchase order or release from Buyer, and sale or provision of any Goods or Services to Buyer, are all governed by, and expressly conditioned upon Buyer’s acceptance of, these Terms and Conditions.

### **1. NO MODIFICATION.**

Seller hereby rejects, and Buyer hereby waives, any terms or conditions which contradict, conflict with, are inconsistent with, or attempt to alter, modify or change in any way any provision of these Terms and Conditions, whether contained in previous or subsequent proposals, documents or communications from or with Buyer or implied by trade, custom, practice, course of dealing or usage. No change in these Terms and Conditions or any other term of any agreement between Buyer and Seller shall be binding on Seller unless approved in a signed writing by a Vice President of Seller.

### **2. PRICE.**

The purchase price of any Goods or Services sold or provided shall be as stated on the applicable Seller Quotation, provided, however, that Seller may assess a surcharge for any price increase in Seller’s cost of the subject Goods or Services or surcharge imposed on Seller by its supplier(s), including, but not limited to, any such surcharge predicated upon an increase in the cost of raw materials, labor or energy. Such a surcharge by Seller or by Seller’s supplier(s), as well as any price increase incurred by Seller, will result, respectively, in an increase in price effective for any Goods or Services scheduled for shipment beginning immediately on either the date established by Seller as the effective date of such surcharge as noted in a notice provided or on the date such increase in Seller’s cost of the subject Goods or Services or surcharge is imposed on Seller by its supplier(s). Unless otherwise expressly agreed in writing by Seller, prices do not include taxes nor charges for transportation, insurance, special packaging, or marking, all of which charges shall be the sole responsibility of Buyer.

### **3. ORDERS.**

Seller reserves the right to accept or reject, in its sole discretion, any orders or requests from Buyer, including without limitation all purchase orders and releases issued by Buyer. Buyer may not cancel or modify an order in whole or in part without Seller’s prior written consent, to be given or denied in Seller’s sole and absolute discretion, and which Seller may condition upon an adjustment of price and other terms and Buyer’s reimbursement to Seller of its costs and damages in connection with the order and its cancellation. Buyer shall be solely responsible for determining the materials, dimensions, and design required for any particular Goods or Services, and Seller shall have no liability whatsoever therefor. Any changes to the Goods, Services, manufacture, delivery schedule, drawings, design, engineering, specifications, material composition, packaging, testing, quantities set forth in Seller’s Quotation, or method of delivery or shipment, including without limitation any changes requested by Buyer’s customer, require the issuance of a new purchase order from Buyer that Seller may accept or reject in Seller’s sole discretion, and Seller shall have no obligation to accept any such changes nor shall have any liability to Buyer for its rejection of any such changes. Delivery dates are not guaranteed by Seller and Seller shall not be responsible for any failure to meet any requested delivery schedule. Failure of Buyer to pay for any Goods or Services when due shall entitle Seller to exercise all available remedies, whether at law, equity, under statute, or otherwise, and shall also excuse Seller from any further obligations to Buyer.

### **4. PAYMENT.**

Payment in full is due at time of delivery. Issuance of credit to Buyer by Seller shall be in Seller’s sole and absolute discretion. If credit is extended to Buyer, standard payment terms shall be net thirty (30) days, unless otherwise stated in a separate writing signed by an authorized agent of Seller. Time shall be of the essence in payment. No payment shall be deemed to have been received until Seller has received cleared funds. In the event Buyer fails to make timely payment to Seller of any amounts due and owing, Seller may charge interest on the outstanding balance at an annual rate of 18% or the highest rate allowed by law (whichever is less) until paid in full. Payments after accrual of such interest charges shall be applied first against such interest charges and

secondly against past due invoices. In the event of any such failure to make timely payment by Buyer, Seller reserves the right to revoke credit terms, if any, extended to Buyer. Buyer's account shall also be charged with any fees associated with insufficient funds. Buyer shall make all payments due to Seller for Goods or Services sold without any deduction whether by way of set-off, counterclaim, debit or otherwise.

#### **5. TERMINATION.**

Notwithstanding anything contained in these Terms and Conditions or any other document, communication, or agreement between Seller and Buyer to the contrary, Seller shall have the right, in its sole discretion, to cease providing Goods to Buyer or performing Services for Buyer upon sixty-days' notice to Buyer. After such sixty-day notice period, Seller shall have no obligation to provide any Goods or Services to Buyer.

Except as otherwise agreed in writing, Buyer shall not have the right to terminate or reschedule all or any portion or installment of any Goods or Services subject to these Terms and Conditions without the written consent of Seller. If, at any time, (i) Buyer fails to pay to Seller any amount in full when due, or otherwise fails to perform any other obligation owed to Seller; or (ii) Buyer becomes insolvent or makes an assignment for the benefit of creditors or is adjudged bankrupt or a receiver or trustee of Buyer's property is appointed, Seller may, in its sole and absolute discretion, terminate the contract with Buyer for the purchase and sale of Goods or Services as created hereby and refuse to make further deliveries, or continue to perform but refuse to make any shipments except upon the receipt of payment in full (in cash or cleared funds) prior to shipment. All amounts payable to Seller are due immediately upon termination pursuant to this Section despite any other provision to the contrary herein.

#### **6. DELIVERY AND PERFORMANCE.**

All shipments are F.O.B. Seller's dock. Risk of loss shall pass to Buyer at the moment of Seller's delivery to Seller's dock. Time is not of the essence to any delivery of Goods. Packaging and shipping costs, including but not limited to taxes, administrative fees, tariffs, and any other charge, shall be borne by Buyer. Seller shall have no liability for damage, destruction or losses in transit, and all such claims must be brought by Buyer exclusively against its carrier. Buyer and its carrier shall be responsible for supervising the loading and unloading of goods and for securing all loads for safe transport, and shall defend, indemnify and hold Seller harmless from any liability for personal injury, death or property damage resulting in any way from the loading, transport, delivery or unloading of any Goods.

Seller reserves the right to delay or suspend delivery, to cancel any order, or reduce the volume of Goods delivered, all without liability of any kind whatsoever to Buyer, if Seller is prevented from or delayed from the carrying on of its business due to causes which are in whole or in part beyond Seller's control, including, without limitation, diseases, epidemics, pandemics, strikes, lockouts or other labor difficulties, floods, fires, earthquakes, hurricanes or other unusually severe weather conditions, embargoes, war or other outbreak of hostilities, acts of terrorism, acts of God, acts of Buyer, market shortages, unavailability of necessary materials, supplies or transportation services, any shift in raw material costs that prohibit or materially reduce the supply of necessary materials or supplies from Seller's suppliers, inability to obtain shipping space, machinery breakdowns, delays of carriers or suppliers, governmental acts and regulations or other contingency the non-occurrence of which was a basic assumption on which any purchase order or release was accepted by Seller. In such a case, Seller shall have no obligation to purchase substitute goods or make other substitute arrangements in order to complete delivery to Buyer or to ship substitute goods from any other facility, nor shall Seller have any liability for damages incurred by Buyer, Buyer's customer, or any other party.

#### **7. NO SET OFF.**

Buyer shall not, and acknowledges that it has no right to, withhold, offset, recoup or debit any amounts owed (or to become due and owing) to Seller or any of its affiliates against any other amount owed (or to become due and owing) to Buyer by Seller or its affiliates, whether arising out of Seller's or its affiliates' breach, non-performance, or otherwise.

#### **8. WARRANTY; DISCLAIMER OF ADDITIONAL WARRANTIES.**

Each Good sold by Seller is warranted to be free from manufacturing defects, except those defects ascertainable only through radiographic gamma ray or other nonvisual or destructive testing methods. This is the sole warranty that applies to any Good provided by Seller, and this limited warranty does not apply to any Goods manufactured by Seller which have been subjected to misuse, neglect, accident, improper testing, storage or installation, unauthorized repair, or alteration, whether by Buyer or any other person or entity. Seller makes no other warranty of any kind whatsoever concerning the Goods or Services provided by Seller, express or implied, and all other warranties, including any warranties of merchantability and fitness for a particular purpose which exceed the aforementioned obligation are hereby expressly disclaimed by Seller, waived by Buyer, and of no legal force or effect.

If a manufacturing defect in the Goods provided by Seller occurs, Buyer's sole and exclusive remedy shall be as follows: at the option of Seller, (1) the defective Goods will be replaced by Seller without charge to Buyer, or (2) the purchase price of the defective Goods will be refunded by Seller; provided, however, that Buyer gives written notice of the defect, reasonably described, to Seller within thirty (30) days following delivery and Seller is given a reasonable opportunity after receiving the notice to examine such Good, and Seller verifies that the Goods are defective. Seller shall have no further or additional liability to Buyer, nor shall Seller have any liability to Buyer's customer or any end user. Seller shall not be responsible for providing labor or the cost of labor for the removal or replacement of the defective Goods or the installation of any replacement Goods. In no event shall Seller be liable for any damages, including incidental or consequential damages, or for any expense occasioned by the use of defective products. Buyer agrees to indemnify Seller against any claim by Buyer's customer or any other person or entity arising out of the receipt, installation or use of defective products.

Seller neither assumes nor authorizes any employee, distributor, representative, agent or other person to assume for Seller any other liability in connection with the sale or use of the Goods and there are no oral agreements or warranties that apply to any Goods provided by Seller. No agreement varying or extending the foregoing warranty or remedy will be binding upon Seller unless contained in a writing signed by a Vice President of Seller.

#### **9. LIMITATION OF SELLER'S LIABILITY.**

In no event shall Seller's liability to Buyer or any other person or entity arising out of or related in any way to the Goods, including any claims under contract, tort, statute, at law, in equity, or otherwise, exceed the cost of the price of the Goods giving rise to the claim. Seller shall have no liability for loss of time, cost of labor expended, lost profit, diminution in value, or for any separate, special, indirect, consequential, exemplary, punitive, enhanced or incidental damages, including without limitation damages resulting from rejected or defective Goods or any delays in delivery by Seller.

#### **10. INDEMNITY.**

Buyer expressly warrants to Seller that Goods fabricated, manufactured or sold by Seller to Buyer in accordance with drawings, specifications or other information provided by Buyer shall not infringe upon any valid United States patent, copyright, or trademark, or violate any trade secret or other proprietary right of any third party. Buyer shall indemnify, defend and hold harmless Seller and its officers, directors, employees, agents, affiliates, successors and assigns and customers against any and all losses, damages, liabilities, deficiencies, claims, actions, judgments, settlements, interest, awards, penalties, fines, costs, or expenses of whatever kind, including reasonable attorney and professional fees, fees and the costs of enforcing any right to indemnification under these Terms and Conditions, relating to any actual or threatened claim arising in whole or in part out of (i) Buyer's negligence, willful misconduct or breach of any term of any agreement between Seller and Buyer, and (ii) any claimed unfair competition or patent, trade secret, trademark or copyright infringement or any other claim resulting from Seller's manufacture of the Goods to Buyer's specifications.

#### **11. BUYER'S DEFAULT.**

Payment for Goods and Services must be made by Buyer when due regardless of any claim by Buyer or any other person or entity may have against Seller. Failure by Buyer to pay the purchase price when due, or otherwise to perform its obligations to Seller, shall give Seller the unlimited right, without liability, to take possession of the Goods, with or without notice, and to have all of the remedies of a secured party under the Uniform Commercial Code of the State of Indiana. In addition, Seller, at its option by giving written notice to Buyer of its election to do so, may, suspend performance under any open purchase orders, demand adequate assurance of payment from Buyer (and the reasonableness of such assurance shall be determined by Seller in its sole discretion), cancel any undelivered portions thereof and/or demand immediate payment of all outstanding invoices issued Buyer, as well as the cost of any materials or work in process. All rights and remedies of Seller shall be cumulative and may be exercised successively or concurrently without impairing Seller's security interest in the goods. Buyer agrees to pay Seller's attorneys' fees, costs and legal expenses incurred by Seller in enforcing any obligation of Buyer and exercising any of its rights and remedies against Buyer, regardless of whether litigation is commenced. All the foregoing is without limitation or waiver of any other rights or remedies available to Seller according to law or otherwise.

#### **12. LIMITATION ON ACTIONS.**

Any cause of action by Buyer or anyone claiming by or through Buyer which arises out of or relates in any manner to any claim of any type against Seller, or any of Seller's shareholders, owners, trustees, employees, officers, or directors, must be filed in the venue required by these Terms and Conditions within six (6) months of the act, transaction, occurrence, or breach giving rise to such claim or shall be forever barred.

### **13. JURISDICION, CONTROLLING LAW AND VENUE.**

These Terms and Conditions and the contract by and between Buyer and Seller for the purchase and sale of Goods or Services created hereunder are deemed made in Indiana and shall be governed as to validity, interpretation, construction, effect, and in all other respects by the laws of the State of Indiana, without giving effect to the conflict of laws principles thereof. The provisions of the United Nations Convention on Contracts for the International Sale of Goods shall not apply to these Terms and Conditions or the sale of goods or services from Seller to Buyer. Buyer expressly consents to the jurisdiction of the Courts of the State of Indiana, and any dispute between Buyer and Seller shall be resolved exclusively in the Northern District of the State of Indiana.

### **14. WAIVER.**

Neither any failure nor any delay on the part of Seller in exercising any rights hereunder shall operate as a waiver of any of Seller's rights. Any waiver by Seller of any breach of, or any default under, any provision of these Terms and Conditions by Buyer will not be deemed a waiver of any other or subsequent breach or default. All rights and remedies granted to Seller herein are in addition to all remedies available at law or in equity.

### **15. ASSIGNMENT.**

Buyer may not assign its rights or obligations hereunder (whether voluntarily, involuntarily, by operation of law, transfer of majority or controlling interest or otherwise) without the prior written consent of Seller. These Terms and Conditions shall be binding upon Buyer and its successors and assigns.

### **16. SEVERABILITY.**

If any provision of these Terms and Conditions shall be unlawful, void or for any reason unenforceable, then that provision shall be deemed severable from these Terms and Conditions, and the remaining Sections shall continue in full force and effect. In the event Seller's obligation to produce Goods for or provide Services to Buyer expires or is terminated, Seller shall retain and shall be entitled to assert all rights, defenses, and claims set forth herein against Buyer and any other party.

**Metal Technologies of Indiana LLC**  
**Supplemental Quotation Conditions**

In addition to the Metal Technologies of Indiana LLC General Terms and Conditions of Sale located at the link below and the Quotation terms and Notes set forth on the quotation itself, the following terms shall form a part of any purchase order or contract for purchase of the quoted product. This Quotation is expressly limited to Buyer's acceptance of the terms herein, and any different, contrary, or additional terms are expressly rejected. These terms may not be amended or deleted, nor may any purchase order or contract contain any inconsistent terms unless expressly agreed in writing by a Vice President of Metal Technologies of Indiana LLC or its subsidiaries or affiliates (individually or collectively referred to as "MTI"). The purchaser of parts covered by this Quotation shall be the "Buyer," and these conditions apply to any of Buyer's subsidiaries, affiliates, or partners that purchase the quoted parts. Buyer is solely responsible for the design, performance, and determining suitable intended uses of the products.

1. Standard Tolerances, green-sand Disamatic castings:
  - a) Minimum linear dimensional tolerance:
    - i) Linear dimensional casting tolerances in accordance with ISO 8062-3 DCTG 9.
    - ii) Allowances for shift/mismatch, across parting line tolerance, gates, and flash are not inclusive of ISO 8062-3, they are additive.
  - b) Minimum angular dimensions:  $\pm 1.0^\circ$
  - c) Pattern draft: 2 degrees, excluding tight pockets, long/short draws, large offsets
  - d) Minimum  $7^\circ$  draft on short draws less than 0.25" and  $5^\circ$  draft on internal pockets
  - e) Additional tolerance for shift (pattern half mismatch): (0.030") (0.8mm) minimum in any direction
  - f) Additional across parting line tolerance (perpendicular to parting line) ( $\pm .016$ ") ( $\pm 0.4$ mm)
  - g) Gate and riser connection break-off: (+0.120"/-0.060") (+3.1mm/-1.5mm)
  - h) Sand holes: (0.090") (2.3mm) depth allowable
  - i) Parting line flash: (0.060" high x 0.060" thick) (1.5mm high x 1.5mm thick)
  - j) Core fin/flash: (0.060" high (deep) x 0.060" thick) (1.5mm high (deep) x 1.5mm thick)
  - k) Core shift: (0.030") (0.8mm) in any direction
  - l) Additional tolerance for core assemblies: (0.020") (0.5mm)
  - m) At the intersection of a machined and a cast surface (break edge), the as cast porosity/surface irregularity specification will be applied to a 2.0 mm wide area on the machined surface, starting at the intersection of the two surfaces.
2. Machine stock allowance, green-sand Disamatic castings: Machine stock allowance is defined as additional material to be added to all machined features. If machined surface(s) / feature(s) are located on a drafted surface, then draft allowance (section 1.c) is applied after machine stock allowance. When applying machine stock to a diameter, machine stock allowance is per side.
  - a. Gray iron casting: (0.080") (2.0mm) minimum machine stock
  - b. Ductile iron casting: (0.090") (2.3mm) minimum machine stock.
3. General acceptance criteria statements, such as "casting to be free from defects for as cast and machined surfaces" or similar non-specific criteria are not accepted by MTI and must be mutually agreed upon in a separate writing signed by both parties.
4. Buyer's quality specifications shall not apply to any goods produced by MTI unless provided to MTI in writing and accepted by MTI in a signed writing. MTI's exceptions to Buyer's quality documents, customer specific requirements, specifications or procedures will be included with PPAP documentation. Buyer will be deemed to have accepted any exceptions noted by MTI to Buyer's quality documents included in PPAP documentation after seven days, unless otherwise agreed in writing by the parties.
5. Rejected defective material will not be accepted without a proper Return Material Authorization (RMA) issued in advance of return by the MTI manufacturing facility that provided the goods and services. Returned material will not be accepted more than six months after initial delivery under any circumstance.
6. Additional measures may be required to prevent oxidation in transit or in other processes subsequent to leaving the MTI manufacturing facility. MTI shall have no obligation to undertake or pay for any such measures, and VCI bags, paint, coatings, rust preventative, or other protective methods will be at additional cost to the Buyer, if required.
7. Material certifications will be provided upon request and are otherwise archived at the manufacturing facility. Standard iron certifications for lots of material include tensile data from separately cast bars or keel blocks, Brinell hardness numbers from castings, and chemistry data. Other requirements, i.e., x-ray audit, ultrasonic, etc. will be at an additional charge to the Buyer.
8. This quotation is based upon the blueprint revision level noted in the quotation. Blueprint revisions are to be communicated by the Buyer and may be accepted, rejected, or subject to re-quote by MTI, in MTI's sole discretion.
9. All gating and its design are proprietary and remain the exclusive property of MTI. Fees for gating services are non-refundable and gating may be removed in MTI's sole discretion if the tooling is transferred to a casting source other than MTI.
10. MTI follows AIAG standards and one PPAP per part number will be submitted to Buyer. Should Buyer desire additional PPAPs after acceptance of MTI's PPAP due to Buyer's internal processes or non-AIAG standard requirements, Buyer agrees to reimburse MTI for its cost incurred in connection with such additional PPAPs.
11. Buyer acknowledges that MTI's plant or quality personnel have no authority to accept Buyer's purchase order terms and conditions or other documents. MTI's shipment of parts covered by this Quote to Buyer shall not operate as MTI's acceptance of any of Buyer's Purchase Order terms and conditions or related documents. Any Buyer terms or conditions contained in Purchase Orders, SQAMs, or other documents incorporated or referenced in any of Buyer's purchase documents that conflict with these Quotation Conditions or MTI's General Terms and Conditions of Sale are rejected.

Metal Technologies of Indiana LLC General Terms and Conditions of Sale are available at:

<http://www.metal-technologies.com/request-quotation> and clicking on “Terms and Conditions” at the bottom of the webpage. A direct link is available at: [http://www.metal-technologies.com/docs/default-source/sales/metaltech\\_tcs\\_of\\_sales.pdf?Status=Master&sfvrsn=60cbce02\\_2/MetalTech\\_TCs\\_of\\_Sales.pdf](http://www.metal-technologies.com/docs/default-source/sales/metaltech_tcs_of_sales.pdf?Status=Master&sfvrsn=60cbce02_2/MetalTech_TCs_of_Sales.pdf)