

PURCHASE ORDER TERMS AND CONDITIONS

1. GENERAL

- A. Each Purchase Order ("Order"), together with the agreements, specifications and other documents noted therein or attached thereto, if any ("Additional Documents"), which Additional Documents are intended and shall be incorporated in such Order, and including these Purchase Order Terms and Conditions, constitutes the **COMPLETE AND FINAL AGREEMENT** of Celina Aluminum Precision Technology Inc. ("Buyer") and the vendor or seller to whom the Order is addressed ("Seller") and may not be added to, modified, superseded or altered except by written agreement or modification signed by Buyer's authorized representative, notwithstanding any additional or other proposals or terms and conditions which may now or in the future appear on Seller's invoices, quotations, acknowledgment or other forms (notification of objection thereto being given hereby), and notwithstanding any acceptance of shipments, payments or other similar acts of Buyer.
- B. Each Order shall be deemed to have been accepted by Seller upon the first to occur of the following: (i) written acceptance of the Order by Seller; (ii) acceptance by Seller via an electronic transmission sent in accordance with any electronic communication standard; or (iii) Seller's first performance or the work or services called for in the Order.

2. PERFORMANCE

- A. Buyer shall have the right at any time to change an Order as to specifications, quantity, delivery, packaging, timeline or means of shipments with respect to the goods or services covered by an Order (collectively, whether or not physical property or goods, the "Goods"). Upon receipt of any such Order change from Buyer, Seller will promptly furnish to Buyer a proposal setting forth in detail any changes and their effects on the applicable Order timeline for its Goods. If such changes cause the time required for or cost of performance to increase or decrease, an equitable adjustment in the timeline or payment to Seller may be made upon written mutual agreement of Buyer and Seller. Notwithstanding the foregoing, Seller's receipt of Buyer's notice of change without response received by Buyer within ten (10) days of shipment or other performance reflecting the change, whichever occurs first, shall be Seller's acceptance of the change without any price or other adjustment to the Order.
- B. Seller shall make no change in the Goods, including in any material, services or labor covered hereby, whether by change in or departure from specifications, by change in design, manufacture, process, machinery, dies and molds, standard or method, or by change in material or composition, whether any such change is at the initiative of Seller or its supplier, without Buyer's prior written consent.
- C. Unless otherwise stated in the Order, delivery will be DDP Buyer's facility (Incoterms 2020), and title and risk of loss will transfer to Buyer at Buyer's delivery location. Time and quantity are the essence of each Order. Unless otherwise specified, delivery times specified in an Order are the times of delivery of the Goods at Buyer's designated place of delivery or destination.
- D. Seller will pack, mail, label and ship all Goods in an appropriate and suitable manner selected by Seller which will ensure the lowest transportation cost for which Buyer is responsible, if any, in the absence of specific instructions contained herein. Buyer's count of the Goods will be final as to all shipments not accompanied by a packing list. Seller will inform Buyer immediately of any occurrence which will or is expected to result in any delivery at any time or in any quantity not specified in the Order and also of corrective measures which Seller has taken to minimize the effect of such occurrence.

- E. Seller may not assign any Order or payment of any sums due hereunder except with the prior written consent of Buyer.
- F. Seller will maintain appropriate public liability, including product liability, insurance and also workers' compensation insurance covering all employees and will provide certification of such insurance as may be requested by Buyer (Buyer's failure to make such request shall not be a waiver of this requirement.)
- G. To the extent that, in connection with the Goods or otherwise, Seller's employees, associates, consultants, agents or other representatives ("Seller's Agents") are on or present at any premises of Buyer, Seller shall be and is responsible for the acts and omissions of Seller's Agents within or about Buyer's premises and agrees to indemnify and hold Buyer harmless from liability for any claims or damages to property or injuries or death to persons arising out of acts or omissions of Seller's Agents in performance hereunder or other actions at Buyer's premises, including, without limitation, (i) the failure of any of Seller's Agents to comply with all applicable rules and regulations (Buyer's and otherwise) governing security, maintenance and safety at or about Buyer's premises, (ii) any claim against Buyer by or on behalf of any of Seller's Agents for injury or otherwise, or (iii) any claim against Buyer resulting from Seller's failure to maintain workers' compensation or other public or private insurance with respect to any of Seller's Agents. In furtherance of the foregoing, Seller hereby expressly waives any and all statutory and/or constitutional immunity to which, but for this waiver, it might be entitled (1) as an employer in compliance with the State of Ohio's workers' compensation laws or (2) under any other employee benefit statutes or similar laws of any jurisdiction.

3. SELLER'S WARRANTIES

- A. Seller warrants that the Goods, including material and work furnished hereunder, shall be of the highest grade and quality unless otherwise specified by Buyer in writing; shall not be less than merchantable and fit for the particular purpose(s) known by or disclosed to Seller as applicable thereto; shall meet specifications, drawings, or standards agreed upon or samples submitted or approved by Buyer; and shall conform to the Additional Documents.
- B. Seller warrants that the Goods will comply with all applicable laws, regulations, rules, ordinances, or orders, whether foreign, domestic, state or federal, and agency, association or order standards (collectively, the "Laws") in the country of receipt, the country of shipment, and the country of destination (if identified), and will be in compliance with all standards and agreements incorporated and made a part of the applicable Order. Payment by Buyer shall not constitute an acceptance of Goods or a waiver of any rights of Buyer hereunder.
- C. Seller warrants that neither Seller nor any of its affiliates, subcontractors, or suppliers will: (a) either engage in or permit substandard working conditions in the supply of the Goods; (b) utilize child labor or underage labor contrary to applicable Law; (c) allow any form of forced or compulsory labor; (d) fail to protect its employees, contractors, or laborers against any form of unlawful harassment or discrimination as determined under applicable Law; (e) fail to provide its employees, contractors, or laborers with a safe and healthy workplace that meets or exceeds all applicable standards for occupational health and safety; (f) fail to compensate its employees, contractors, or laborers with wages and benefits that comply with applicable Law, including minimum wages, overtime hours and legally mandated benefits; (g) fail to adhere to working hours that comply with all applicable Laws regulating hours of work; (h) supply Buyer with any Goods that are (or contain any inputs, materials or components that are) mined, produced, or manufactured wholly or in part in the Xinjiang Uyghur Autonomous Region of the Peoples Republic of China, (i) supply Buyer with any Goods that are (or contain any inputs, materials or components that are) mined, produced, or manufactured wholly or in part with forced labor, and (j) supply Buyer with any Goods that are (or contain any inputs, materials or components that are) mined, produced, manufactured wholly or in part or exported, directly or indirectly, by or under

the direction of or with the assistance of any party on the UFLPA Entity List which can be access here: <https://www.dhs.gov/uflpa-entity-list>.

- D. Seller warrants that neither Seller, nor any of its affiliates, subcontractors, or suppliers have been designated under or are in violation of any Anti-Terrorism Law (as hereinafter defined) or have engaged in or conspired to engage in any transaction that evades or avoids, or has the purpose of evading or avoiding, or attempts to violate, any of the prohibitions set forth in any Anti-Terrorism Law. "Anti-Terrorism Laws" shall mean any laws, regulations or Executive Orders relating to terrorism or money laundering or that prohibit transactions or dealings with certain designated foreign countries, territories, entities, or individuals, including: Executive Order No. 13224; the Uniting and Strengthening America by Providing Appropriate Tools Required to Intercept and Obstruct Terrorism Act of 2001, Public Law 107-56; the Money Laundering Control Act of 1986; the applicable Laws comprising or implementing the Bank Secrecy Act; and the Laws administered by the United States Treasury Department's Office of Foreign Assets Control (as any of the foregoing may from time to time be amended, renewed, extended, or replaced).
- E. Seller represents and warrants that all wood packaging materials used to ship products to or on behalf of Buyer will fully comply with the "Guidelines for Regulating Wood Packaging Material in International Trade", International Standard for Phytosanitary Measures No. 15, (ISPM 15).
- F. In the event that any Goods are not in compliance with any Laws, now existing or hereafter enacted or amended, or not in compliance with any warranty, agreement or standard set forth or incorporated herein or in any Order, or are otherwise defective hereunder, Buyer may (without limitation or exclusion of any other right of Buyer) return the defective Goods to Seller, who will refund and return to Buyer its cost plus freight to Buyer's warehouse or facility and freight for return to Seller or (at Buyer's option) repair or correct or replace the defective Goods at Seller's cost and expense.

4. PRICE, TAXES, TRANSPORTATION, PAYMENT

- A. Except as otherwise expressly specified in the Order, all prices set forth in or with reference to each Order will include delivery (including shipping and handling) to Buyer's location and shall be inclusive of applicable taxes, excises, duties, quotation fees or any other governmental impositions on or related to the production, sale or transportation of the Goods, shall be in compliance with any ceiling or other limitation of price established by any governmental authority, and shall be subject to increase only with prior written consent of Buyer. Buyer and Seller will cooperate upon request in obtaining and furnishing such certificates or other evidence of inapplicability of or exemption from any sales, excise or other taxes to which either of the parties may be entitled.
- B. Unless otherwise specified in the Order, the price of the Goods shall be payable on or before the 25th day of the calendar month following the month of Buyer's acceptance of the Goods for which payment is to be made. Notwithstanding the foregoing, to the extent Buyer chooses or is forced to expend amounts due to any breach by Seller of the terms of any Order, Buyer may offset such amounts from the price of the Goods.

5. FORCE MAJEURE

Either Buyer or Seller may suspend performance during the occurrence of an excusable delay, which shall mean and include any delay not occasioned by the fault or negligence of the delayed party and which results from the acts of God or public enemy, restrictions, prohibitions, priorities or allocations imposed by governmental authority, embargoes, floods, fires, typhoons, earthquakes, epidemics, unusually severe weather, delays of similar nature or governmental causes, and strikes or labor disputes (of or involving the delayed party's employees only). Excusable delays do not include lockout, shortage of labor, lack or inability to obtain raw materials, fuel or supplies or any other industrial disturbance. Nothing contained in this paragraph shall limit Buyer's rights hereunder in any

way, except that, in the event of Seller's excusable delay, Seller shall not be liable for Buyer's incidental or consequential damages resulting from that delay.

6. BUYER'S PROPERTY, PATENTS, TRADE SECRETS, KNOW-HOW

Unless otherwise specified in a separate written agreement between Buyer and Seller, all tools, equipment, dies and jigs, drawings, specifications and other material of every description furnished to Seller or paid for by Buyer shall be and remain the sole property of Buyer, shall be plainly marked and/or otherwise clearly identified by Seller as "Property of Celina Aluminum Precision Technology Inc.", shall be stored separate and apart from Seller's property, shall be treated as confidential and used so as to prevent disclosure inconsistent herewith, shall not be used except pursuant to the applicable Order, shall be subject to Buyer's inspection at any time during business hours and immediate possession on demand (and Seller specifically waives, as consideration for the Order, any lien or other possessory right with respect thereto) and, in any event, shall be returned to Buyer simultaneously with final shipment or termination under the Order. In furtherance of the foregoing, Seller will cooperate with Buyer in executing and/or filing any document which Buyer deems necessary or appropriate to protect Buyer's interests in any of Buyer's property.

7. INDEMNIFICATION

- A. Seller will indemnify, defend, release, and hold Buyer, its affiliates and their respective officers, directors, employees and agents, past, present and future, harmless from and against any liability, damages, losses, costs, judgments, fines, penalties or expenses, including legal expenses (collectively, "Costs"), arising out of claims, demands, actions, causes of action, proceedings or suits, whether in law or in equity (each a "Claim"), due to, arising out of, incidental to or in connection with: (i) any acts or omissions of Seller or Seller's Agents as described in Section 2.G. of these Terms and Conditions; (ii) any Claim brought by Seller's personnel against Buyer, on the basis of and/or arising out of their employment with Seller and/or any alleged joint employment relationship with Buyer; (iii) any Claim brought against Buyer relating to the Goods or to Seller's performance hereunder or to the trade names, trademarks, copyrights or patents and/or are based upon unfair competition by reason of sale or use of Seller's Goods by Buyer; or (iv) any breach by Seller of these Terms and Conditions or the terms of any Order.
- B. Buyer will have the right, at its option, upon notice to Seller, to tender its defense to Seller and to approve counsel selected by Seller to represent them in connection with any liability indemnified hereunder. Whether Buyer tenders its defense to Seller or chooses to defend itself, any fees and expenses of Buyer's counsel (i.e., cost of defense) among the other Costs for which Seller is indemnifying Buyer will be solely assumed by Seller and paid by Seller as they are incurred. Seller will not have the right to settle any claim on the part of Buyer without the prior written consent of Buyer.

8. NO ADVERTISING

Without Buyer's prior written consent by an authorized representative, Seller will not advertise or publish in any manner that Seller has contracted with, or has furnished Goods to, Buyer. Seller will not use any name, trade name, logo, marks (whether registered or not), or any confusingly similar formatives thereof, or related photos, materials, or documents belonging to Buyer or any of its affiliates in its marketing and promotional materials, including but not limited to press releases, brochures, annual reports and/or company websites, without the prior written consent of an authorized representative of Seller on each and every occasion.

9. TERMINATION

- A. The term of each Order shall be set forth in such Order.
- B. Upon written notice to Seller, Buyer may terminate any Order with or without cause. Upon Buyer's receipt of such notice of termination, Seller shall terminate work pursuant to the terms of

such notice and Buyer's sole liability to Seller will be to pay Seller for the Goods delivered prior to the effective date of such termination. Notwithstanding the foregoing, if Goods ordered hereunder are made specifically for Buyer and cannot be sold to other purchasers ("Custom Goods"), upon termination by Buyer, Seller shall promptly advise Buyer of the quantities of applicable work and material on hand or purchased prior to termination and the most favorable disposition that Seller can make thereof. Seller will comply with Buyer's instructions regarding disposition of such work and material. All claims by Seller based on such termination must be asserted, in writing and in full, within 60 days from the date of notification of the termination, for the amount of the order price of finished work and the cost to Seller, excluding profit or losses, of work in process and raw material, less, however (i) the agreed value of any items used or sold by Seller with Buyer's consent and (ii) the reasonable value or cost (whichever is higher) of any defective, damaged or destroyed work or material and any items sold or used by Seller without Buyer's consent. Buyer will make no payments for finished work, work in process or raw materials fabricated or procured by Seller unnecessarily in advance or in excess of Buyer's delivery requirements. The payment provided for in this clause shall constitute Buyer's only liability in the event the Order is terminated as provided herein. The foregoing provisions of this section shall not apply to any termination by Buyer for Seller's default or breach. To the extent the Order covers items normally carried in inventory by Seller (as distinguished from items specially made to Buyer's specifications), Buyer shall not have liability for any termination of such Order, in whole or in part, prior to actual shipment.

- C. Section 9.B. above will not apply to any termination by Buyer for default or breach by Seller. In the event Seller defaults with respect to any of its duties or obligations under, or breaches any of the provisions of, this Agreement or any Order, Buyer may terminate the applicable Order, and Buyer may recover damages, losses, and expenses of any nature, including, without limitation, attorneys' fees arising out of, resulting from, or otherwise relating to such default or breach. If a court determines that Buyer's termination of any Order under this Section 9.C. was wrongful, such termination will be deemed converted to a termination without cause under Section 9.B. above, and Seller's remedy for wrongful termination is limited to the recovery of the payments permitted for termination for convenience as set forth under Section 9.B. above.
- D. Buyer party may immediately terminate any Order by a written notice of termination to Seller, and Buyer's sole liability to Seller will be to pay Seller for the Goods delivered prior to the effective date of such termination, in the event that Seller becomes insolvent or makes an assignment for the benefit of creditor(s), or voluntarily or otherwise enters into liquidation or bankruptcy, or has a receiver or trustee appointed to administer its property or affairs.

9. INSPECTION AND TESTING

- A. Seller will submit to Buyer all production, functional and quality control test reports and other data as may be requested by Buyer from time to time concerning the Goods, in order that Buyer can ensure quality control. Seller grants to Buyer the right to enter Seller's premises during any reasonable business hours to make such inspections and examinations as Buyer may deem appropriate and agrees to fully cooperate with Buyer in effecting such inspections and examinations.
- B. All Goods ordered shall be subject to final inspection and test by Buyer. Such inspection and testing shall be made within a reasonable time after receipt, irrespective of day of payment, and any items which are not fully satisfactory to Buyer may be rejected by notice to Seller. Said rejected items are to be replaced with applicable items within the fastest reasonable time after notice of rejection or, at the option of Buyer, exercised by written notice, the quantity of Goods may be reduced by the number of rejected items.

10. MISCELLANEOUS

- A. All covenants and agreements contained in the Order and these Terms and Conditions by or on behalf of any of the parties hereto shall bind and inure to the benefit of their respective successors and assigns whether so expressed or not, except that Seller shall have no right to assign any Order or these Terms and Conditions, or any rights, interest or obligations under any Order or these Terms and Conditions, without the prior written consent of Buyer.
- B. These Terms and Conditions (including each Order) and any additional agreements referenced in these Terms and Conditions constitute the sole, exclusive, entire and existing agreement between the parties pertaining to the subject matter of these Terms and Conditions (including each Order), and supersede all prior agreements, understandings and practices, oral or written, express or implied, between the parties pertaining to such subject matter. Notwithstanding the foregoing, a provision in an Order may only override these Terms and Conditions if (i) it explicitly references these Terms and Conditions and the specific provision being overridden (i.e., a general reference is not sufficient to override the provisions of these Terms and Conditions) and (ii) the document is provided by or executed by Buyer. If any provisions in the documents comprising the Order conflict other than those statements in compliance with the previous sentence, the order of precedence is as follows: (1) these Terms and Conditions; (2) the electronic or paper Order or other instrument issued by Buyer; and (3) the additional documents comprising the Order.
- C. The titles of the various sections of this Order are solely for convenience and are not part of the Order for purposes of interpreting the provisions hereof.
- D. Terms employed in this Order, unless otherwise defined, shall be deemed to have the meanings set forth in the Revised Code of Ohio, specifically the Uniform Commercial Code as enacted therein.
- E. Unless otherwise specified, the terms "herein", "hereunder", "hereto", "herewith", and words of similar import refer to this entire Order including the Additional Documents; the singular includes the plural, and conversely.
- F. These Terms and Conditions and each Order, and any other document or instrument delivered or to be delivered hereunder, are being executed and delivered in and are intended to be performed under the laws of the State of Ohio and shall be governed by and construed in accordance with the laws of the State of Ohio, without regard to conflict of laws principles. The parties expressly disclaim any application to these Terms and Conditions of the provisions of the 1980 United Nations Convention on Contracts for the International Sale of Goods.
- G. All disputes arising out of or otherwise relating to any transaction or activity to which any Order or these Terms and Conditions relates will be subject to the exclusive jurisdiction and venue of the state and federal courts located in the State of Ohio and the parties waive any other venue to which they might be entitled by virtue of domicile, habitual residence, or otherwise. The parties consent to the personal and exclusive jurisdiction and venue of these courts.
- H. If any provision hereof is or becomes invalid or unenforceable under any law of mandatory application, it is the intent of the parties hereto that such provision will be deemed severed and omitted herefrom, the remaining portions hereof to remain in full force and effect as written.