

Parker Precision Molding, Inc.
129 Landmark Lane
Rostraver Twp., PA 15012
Phone: (724) 930-8099

Terms of Sale

- 1. ACCPETANCE:** These Parker Precision Molding, Inc. (PPM) Standard Terms of Sale and any non-conflicting terms in any pertinent PPM quotation, if any, together, are hereinafter referred to as the “Contract,” and shall govern in all respects all sales and use of any goods and services (“Products”) provided by PPM (“Seller”) to the purchaser (“Buyer”), including without limitation future replacement Products purchased by the buyer. If this writing defers in any way from the terms and conditions of Buyer’s purchase order or if this writing is constructed as an acceptance or as a confirmation acting as an acceptance, then Seller’s acceptance is EXPRESSLY MADE CONDITIONAL ON BUYER’S ASSENT TO ALL OF THESE CONTRACT TERMS, INCLUDING ANY TERMS CONTAINED HEREIN THAT ARE DIFFERENT FROM OR ADDITIONAL TO THOSE CONTAINED IN ANY BUYER’S WRITING. Further, this writing shall be deemed notice of objection to any terms and conditions of Buyer that are different from or additions to this Contract. If this writing is constructed as the offer, acceptance hereof is EXPRESSED LIMITED TO THESE TERMS CONTAINED HEREIN. In any event, Buyer’s acceptance of the Products shall manifest Buyer’s accent to this Contract. No addition to or modification of the Contract will effective, unless set forth in writing an agreed to by an authorized representative of Seller.
- 2. WARRANTIES AND REMEDIES; DISCLAIMER OF IMPLIED WARRANTIES:** Seller’s Standard Warranties and Remedies, provided at Seller’s website at ParkerPrecisionMolding.com, are incorporated herein unless otherwise specified on the quote or otherwise agreed in writing. SELLER DISCLAIMS ALL OTHER EXPRESS WARRANTIES AND WARRANTIES IMPLIED BY LAW, USAGE OF THE TRADE, COURSE OF DEALING, OR COURSE OF PERFORMANCE, INCLUDING WITHOUT LIMITATION, ALL IMPLIED WARRANTIES OR CONDITIONS OF TITLE, NONINFRINGEMENT, MERCHANTABILITY, OR FITNESS OR SUITABILITY FOR ANY PARTICULAR PURPOSE.
- 3. CUMULATIVE REMEDIES:** The rights and remedies of Seller and Buyer available by law or in equity are cumulative and not exclusive of any rights or remedies that the parties would otherwise have.
- 4. LIIMITATIONS OF LIABILITY:** NEITHER SELLER, NOR ITS SUPPLIERS, SHALL BE LIABILE WHETHER IN CONTRACT, WARRANTY, FAILURE OF A REMEDY TO ACHIEVE ANY INTENDED OR ESSENTIAL PURPOSES, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY, INDEMNITY, OR ANY OTHER LEGAL THEORY, FOR INDIRECT, SPECIAL, LIQUIDATED, PUNITIVE, EXEMPLART, COLLATERIAL, INCIDENTAL OR CONSEQUENTIAL DAMAGES, OR FOR ANY OTHER LOSS OR COST OF A SIMILAR TYPE. SELLER’S MAXIMUM LIABILITY UNDER THIS CONTRACT SHALL BE THE ACTUAL PURCHASE PRICE RECEIVED BY THE SELLER FOR THE PRODUCT AT ISSUE.

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5. **FORCE MAJEURE:** Notwithstanding anything to the contrary in this Contract, deliveries and/or performance may be suspended or delayed by: acts of God; acts of civil or military authorities; war; riot; fire; explosion; flood; sabotage or acts of terrorism; lack of adequate fuel, power, raw materials, labor, containers or transportation facilities; changes in applicable governmental laws, regulations, or orders; breakage or failure of machinery or apparatus; labor disputes; acts or omissions of Customer, its employees, officers or agents; or any other event, whether or not of the class or kind enumerated herein, beyond the reasonable control of Seller which makes impractical the performance of the Services, or the manufacture, transportation, or shipment of the Products or of a material or other resource upon which the manufacture or transportation of the Products depends. Seller reserves the right, in its sole discretion, to allocate inventories and current production and to substitute suitable materials when, in its opinion, circumstances warrant such allocation or substitution.
6. **CANCELLATION OR ALTERATION: Buyer** may not alter or cancel any order without Seller's written consent. For any order altered or cancelled with Seller's consent, Buyer must pay for all expenses and labor incurred up to the time of Seller's consent, plus a reasonable percentage for profit. Any order delayed or deferred by Buyer will be subject to price escalation for increased cost of production, and any other expenses caused by the delay. Material on such orders will be stored at Buyer's risk. Seller reserves the right to invoice Buyer and require payment before shipment of any delayed or deferred order.
7. **TITLE AND RISK OF LOSS:** Title and risk of loss shall pass to Buyer at Seller's facilities, in Rostraver TWP., Pennsylvania, as per the shipping term, unless otherwise specified in Seller's quote. If delivery is made by common carrier, risk of loss shall pass upon delivery to the carrier. Claims for loss or damage in transit must be made by Buyer to the carrier. Seller accepts no responsibility for loss or damage to product in transit unless otherwise stated in Seller's quote.
8. **PATENT OR TRADEMARK INFRINGEMENT:** If goods sold hereunder are to be manufactured according to the Buyer's specification, Buyer shall indemnify Seller against any claim or liability for patent, trademark, service mark or trade name infringement on account of such manufacture and/or sale.
9. **REVERSE ENGINEERING (BUYER):** Buyer agrees that it shall not reverse engineer, disassemble, or decompile any of Seller's products.
10. **EFFECT OF GOVERNMENT CONTRACT REGULATIONS:** Seller shall not be bound by any government contract terms applicable to Buyer's contracts unless Buyer has expressly provided prior written notice to Seller of the applicability of such Regulations and Seller acknowledges such notice in writing. Only

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the FAR and DFAR provisions that are mandatory flow downs or are required to implement statutes or executive orders shall be applicable. All other provisions shall be considered self-deleting if not applicable.

11. **APPLICABLE LAW AND JURISDICTION:** All questions arising as to the Contract shall be interpreted and resolved in accordance with the laws of the Commonwealth of Pennsylvania without regard to its conflict of law provisions and excluding the United Nations Convention on the International Sale of Goods. All such disputes shall be resolved in a court of competent jurisdiction in Westmoreland County, Pennsylvania. Buyer hereby consents to the exclusive jurisdiction of the State Court of Westmoreland County and Federal Court sitting in Westmoreland County, appoints the Secretary of State of Pennsylvania in Harrisburg as it's agent for service process, and agrees to any such proceeding upon thereof.
12. **COMPLIANCE WITH LAWS:** BUYER AGREES TO COMPLY WITH ALL APPLICABLE LAWS AND REGULATIONS, AND TO INDEMNIFY AND HOLD SELLER HARMELSSS FROM ANY AND ALL COSTS, LIABILITIES, SANCTIONS, AND FINES REGULATED TO ANY NON-COMPLIANCE OF BUYER WITH SUCH LAWS AND REGULATIONS, INCLUDING BUT NOT LIMITED TO APPLICABLE EXPORT LAWS AND REGULATIONS.
13. **PRICE:** The prices of the Products and Services do not include sales, use, or any other tax set forth by any local, federal, state, or other governmental authority. Seller reserves the right to increase the prices for Products and Services (a) at any time upon written notice if any new or amended law, regulation or ordinance results in an increase in the cost of; performing the Services, or producing, packaging, storage, or transporting the Products, or upon 30 days written notice in all other circumstances.
14. **PAYMENT TERMS AND LATE FEES:** Unless otherwise set in Contract, Sellers standard payment terms are 1% 10 – NET 30 (Buyer may take a 1% discount if full invoice is paid within 10 calendar days, or else full payment is due in 30 calendar days). Payments not received within 5 calendar days after due shall incur service charges at the rate of one-half (.5%) percent per calendar day on invoice, until paid in full, unless otherwise approved by accounting. Seller reserves the right at any time to, to limit or cancel the credit of Customer, suspend further deliveries or performance, or terminate the Contract if Customer fails to pay for any Products or Services when due. No rebates or discounts shall apply where Customer's account is more than 30 calendar days past due. If Customer's financial condition gives Seller, in its judgment, reasonable grounds for insecurity concerning Customer's ability to perform its obligations under the Contract, Seller may require full or partial cash payment in advance or may suspend any further deliveries or performance until Customer's financial condition materially improves and all unpaid sums due to Seller have been paid. In the event that Seller has to undertake collection action to collect amounts due under this Contract, Seller shall be entitled to recover its

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collection fees, reasonable attorneys' fees and all other costs associated with such action, in addition to any amounts due under Contract.

15. **PRODUCT RETURNS:** Product returns will not be accepted unless Customer obtains prior written approval and transportation instructions from Seller. All Products returned to Seller must be in full containers, boxes or cases, unopened and in the same condition as when delivered. Products may only be returned for exchange or rework. No special-order items or nonstandard stock items may be returned. Products being returned due to any reason other than non-conformance, will not be accepted.

16. **EXPEDITED ORDERS:** In the event that an order needs to be expedited, Customer is to clearly mark a delivery date on Purchase Order. Orders being placed with an expedited lead-time may incur expediting fees. If fees are to be added, Buyer is to be notified immediately, or they are to be clearly outlined in Quotation for Customer review before Order. If Customer requires a due date to be expedited after Order is confirmed by Seller, Seller reserves the right to deny the request (if requested date is outside of realm of possibility) or Seller will add expedition fees to Order.

17. **SUSPENSION; TERMINATION:** If Customer fails to perform any of its obligations or otherwise breaches any provision of this Contract, then Seller may, at its option, immediately cease all deliveries or performance under this Contract, or terminate this Contract. Seller may also terminate this Contract or suspend performance hereunder if the costs incurred by Seller in performing its obligations herein exceed the amounts paid by Customer to Seller for Products and/or Services supplied under this Contract.

18. **NOTICES:** All notices required or permitted to be given hereunder shall be in writing and shall be delivered via telephone, standard mail, email, or facsimile. Any notice requiring immediate action or the highest attention must be sent via telephone (with noted date/time, contact, and final outcome), certified mail (with return receipt requested), a courier service (with signature), or email (with return receipt and read receipt requested).

19. **ENTIRE AGREEMENT:** This Contract constitutes the exclusive and complete understanding of the parties and is an agreed upon allocation of risks between them. No amendment or modification of any provision of this Contract, including the acceptance of purchase orders or shipping instructions containing different or additional terms or conditions, is binding unless it is in writing, signed by the party to be bound and is specifically described as an amendment or modification of this Contract.