



## USAC WA LLC TERMS AND CONDITIONS OF SALE & ORDER CANCELLATION / CHANGE POLICY

**TERMS AND CONDITIONS OF SALE:** These terms and conditions, the attendant quotation or acknowledgment, and all documents incorporated by reference therein, binds USAC WA LLC ( d.b.a. US Aluminum Castings) hereinafter USAC, and the buyer, hereinafter Buyer, and constitutes the entire agreement (Agreement) between Buyer and USAC for the provision of services (Services) and/or the sale of goods (Goods).

**1. PRICES:** Unless otherwise specified by USAC, USAC's price for the Goods and/or Services shall remain in effect for sixty (60) days after the date of USAC's quotation or acceptance of the order for the Goods/Services, whichever is delivered first, provided an unconditional, complete authorization for the immediate manufacture and shipment of the Goods and/or provision of Services pursuant to USAC's standard order processing procedures is received and accepted by USAC within such time period. If such authorization is not received by USAC within such sixty (60) day period, USAC shall have the right to change the price for the Goods/Services to USAC's price in effect for the Goods/Services at the time the order is released to final manufacture. Prices for Goods do not cover storing, installing, starting up or maintaining Goods unless expressly stated in the USAC's quotation. Notwithstanding the foregoing, the price for Goods/Services sold by USAC, but manufactured by others, shall be USAC's price in effect at the time of shipment to Buyer.

**2. DELIVERY, ORDER ACCEPTANCE AND DOCUMENTATION:** All shipping dates are approximate and are based upon USAC's prompt receipt of all necessary information from Buyer to properly process the order. Notwithstanding any provisions to the contrary in this or other documents related to this transaction, and regardless of how price was quoted, whether FCA, FOB, FAS, CIF or otherwise, legal title to the Goods and risk of loss thereto shall transfer to Buyer as follows: for sales in which the end destination of the Goods is within the United States, upon delivery to the freight carrier at the shipping point; for sales in which the end destination of the Goods is outside of the United States, immediately after the delivery to the freight carrier at the shipping point. USAC shall provide the Buyer with that data/documentation which is specifically identified in the quotation and/or accepted order. If additional copies of data/documentation or nonstandard data/documentation are to be provided by USAC, they shall be provided to Buyer at USAC's price then in effect. Data/documentation marked as confidential or proprietary may not be reproduced or used for any purpose other than the purpose for which it was provided and may not be disclosed to third parties without the prior written permission of USAC.

**3. EXCUSE OF PERFORMANCE:** USAC shall not be liable for delays in performance or for non-performance due to failure or interruption of computer or telecommunication systems, acts of God, war, riot, fire, pandemics, terrorism, labor trouble, unavailability of materials or components, explosion, accident, compliance with governmental requests, laws, regulations, orders or actions, or other unforeseen circumstances or causes beyond USAC's reasonable control. In the event of such a delay, the time for performance or delivery shall be extended by a period of time reasonably necessary to overcome the effect of the delay.

**4. TERMINATION AND SUSPENSION BY BUYER:** Buyer may terminate or suspend its order for any or all of the Goods/Services covered by the Agreement only upon USAC's written consent or pursuant to USAC's applicable cancellation policy or practices covering such termination or suspension.

**5. LIMITED WARRANTY:** Subject to the limitations contained in Section 6 herein, USAC warrants that that the Goods manufactured by USAC will be free from defects in materials or workmanship under normal use. The foregoing warranties will apply until the expiration of the applicable warranty period. Goods are warranted for twelve (12) months from the date of shipment by USAC. Products or materials purchased by USAC from a third party for resale to Buyer ("Resale Products") shall carry only the warranty extended by the original manufacturer. The buyer agrees that USAC has no liability for Resale Products beyond making a reasonable commercial effort to arrange for procurement and shipping of the Resale Products. If Buyer discovers any warranty defects and notifies USAC thereof in writing during the applicable warranty period, USAC shall, at its option, correct any errors that are found by USAC in products or materials repair or replace F.C.A. point of manufacture that portion of the products or materials found by USAC to be defective, or refund the purchase price of the defective portion of the products or materials. All replacements or repairs necessitated by inadequate maintenance, normal wear and usage or environmental conditions, accident, misuse, improper installation, modification, repair, use of unauthorized replacement parts, storage or handling, or any other cause not the fault of USAC are not covered by this limited warranty and shall be at Buyer's expense. USAC shall not be obligated to pay any costs or charges incurred by Buyer or any other party except as may be agreed upon in writing in advance by USAC. All costs of dismantling, reinstallation and freight and the time and expenses of USAC's personnel and representatives for site travel and diagnosis under this warranty clause shall be borne by the Buyer unless accepted in writing by USAC. Goods repaired and parts replaced by USAC during the warranty period shall be in warranty for the remainder of the original warranty period or ninety (90) days, whichever is longer. This limited warranty is the only warranty made by USAC and can be amended only in a writing signed by USAC. The warranties and remedies set forth above are exclusive. There are no representations or warranties of any kind, express or implied, as to merchantability, fitness for a particular purpose or any other matter with respect to any of the goods or services.

**6. LIMITATION OF REMEDY AND LIABILITY:** USAC shall not be liable for damages caused by a delay in performance. The remedies of buyer set forth in this agreement are exclusive. In no event, regardless of the form of the claim or cause of action (whether based in contract, infringement, negligence, strict liability, other tort or otherwise), shall USAC's liability to buyer and/or its customers exceed the price to buyer of the specific goods manufactured or services provided by USAC giving rise to the claim or cause of action. The buyer agrees that in no event shall USAC's liability to buyer and/or its customers extend to include incidental, consequential, or punitive damages. The term "consequential damages" shall include, but not be limited to, loss of anticipated profits, revenue or use and costs incurred including without limitation for capital, fuel, and power, and claims of buyer's customers.

**7. TAXES:** Any tax or governmental charge payable by USAC because of the manufacture, sale or delivery of the Goods, or provision of Services, may at USAC's option be added to the price herein specified. The foregoing shall not apply to taxes based upon USAC's net income.

**8. TERMS OF PAYMENT:** Unless otherwise agreed by USAC, and subject to the approval of USAC's Credit Department, terms are F.C.A. shipping point, net 30 days from date of USAC's invoice in U.S. currency, except for applicable milestone payments or export shipments for which USAC may require other

arrangements. Freight charges may include shipping and handling charges, and Buyer shall pay all such charges. If any payment owed to USAC hereunder is not paid when due, it shall bear interest, at a rate to be determined by USAC which shall not exceed the maximum rate permitted by law, from the date on which it is due until it is received. USAC shall have the right, among other remedies, either to terminate the Agreement or to suspend further deliveries under this and/or other agreements with Buyer in the event Buyer fails to make any payment hereunder when due. The buyer shall be liable for all expenses attendant to collection of past due amounts, including attorneys' fees.

**9. BUYER SUPPLIED DATA:** To the extent that USAC has relied upon any data or information supplied by Buyer to USAC ("Data") in the selection or design of the Goods and/or provision of the Services and the preparation of USAC's quotation, and the Data is inadequate or inaccurate, any warranties or other provisions contained herein which are affected by such conditions shall be null and void.

**10. EXPORT/IMPORT:** Buyer agrees to comply with all applicable import and export control laws, regulations, orders, and requirements, including without limitation those of the United States and the European Union, and the jurisdictions in which the USAC and Buyer are established or from which items may be supplied.

**11. GENERAL PROVISIONS:** (a) Buyer shall not assign its rights or obligations under the Agreement without USAC's prior written consent. (b) There are no understandings, agreements, or representations, express or implied, not specified in the Agreement. (c) No action, regardless of form, arising out of transactions under the Agreement, may be brought by either party more than two [2] years after the cause of action has accrued. (d) Any modification of these terms and conditions must be set forth in a written instrument signed by a duly authorized representative of USAC. (e) The Agreement is formed and shall be construed, performed, and enforced under the laws of the State of Washington. However, Buyer and USAC agree that the proper venue for all actions arising under the Agreement shall be only in the USA and in the State where the Goods involved in such actions were manufactured. (f) UNLESS OTHERWISE SPECIFICALLY PROVIDED IN USAC'S QUOTATION, GOODS AND SERVICES HEREUNDER ARE NOT INTENDED FOR USE IN ANY NUCLEAR OR NUCLEAR RELATED APPLICATIONS. Buyer (i) accepts Goods and Services in accordance with the restriction set forth in the immediately preceding sentence, (ii) agrees to communicate such restriction in writing to any and all subsequent purchasers or users and (iii) agrees to defend, indemnify and hold harmless USAC from any and all claims, losses, liabilities, suits, judgments and damages, including incidental and consequential damages, arising from use of Goods and Services in any nuclear or nuclear related applications, whether the cause of action be based in tort, contract or otherwise, including allegations that the USAC's liability is based on negligence or strict liability. (g) The 1980 United Nations Convention on Contracts for the International Sale of Goods does not apply to this Agreement. (h) If any provision of the Agreement is invalid under any statute or rule of law, such provision, to that extent only, shall be deemed to be omitted without affecting the validity of the remainder of the Agreement (i) USAC specifically objects to the application of any Federal Acquisition Regulation ("FAR") provision or clause to the Agreement.

**12. ORDER CANCELLATION / CHANGE POLICY:** This policy and all documents incorporated by reference therein, binds USAC WA LLC ( d.b.a. US Aluminum Castings) hereinafter USAC, and the Buyer, hereinafter Buyer, and constitutes the entire agreement (Agreement) between Buyer and USAC for the provision of order cancellation and/or change.

**12a. ORDER CANCELLATION / TERMINATION AND SUSPENSION BY BUYER:** As reference within Section 4, order cancellation will not be considered by the

Buyer without written request to and acceptance from USAC. All direct and indirect costs, expenses, and overheads (including a reasonable profit) incurred by, or in direct or indirect connection with the order will be due and payable to USAC in the event the requested cancellation is approved by USAC. Costs, expenses, overhead and profit will be determined on the basis of consistently sound cost accounting principles applied by USAC.

**USAC retains the right to not acknowledge or cancel any order, refuse delivery, or delay shipment in the event the Buyer fails to submit payments when due, perform any other Buyer obligations, or meet conditions specific to the Buyer, at the sole and absolute discretion of USAC.**

**12b. CANCELLATION CHARGES:** Order cancellation charges for all manufactured products will be dependent on costs, expenses, overheads, and appropriate profits for work performed through date and time the cancellation is received in writing at by USAC. Example cancellation fees are not limited to:

- Order Received/Not Entered: No Charge
- Order Entered /Not Built: 5% of Order Total
- Order Entered/Material Purchased: 5% of Order Total + Material Costs and Handling.
- Order Built: Based on percentage of build completion.

**12c. ORDER STATUS:** Status of order at date and time cancellation is received in writing by USAC. USAC may, in certain instances, assess a cancellation fee greater than that prescribed. For example: Special material purchased in anticipation of an order.

**12d. CHANGE ORDER FEES:** Charges for change orders, if applicable, will be determined and advised by USAC at the time of receipt of the written change order from the Buyer. USAC may, for any specific case, in good faith, waive, reduce, or increase these charges depending on the specific circumstances.

**12e. ORDER HOLDS:** (a) Under Advisement of Ship To Address: Instances where an order is ready to ship on the requested ship date or factory scheduled ship date (if no specific date requested) and the order is held pending receipt of a "Ship To Address" (including method of shipment, intermediate consignee, or any other pertinent detail that prevents shipment) for a period of 7 working days, there may be a \$100.00 flat fee or 1% storage fee as described (whichever is greater). (b) Storage: If a completed order is requested to be held or stored at USAC beyond 7 days from its original "Requested Ship Date or Ready to Ship" date, a storage fee of 1% per week of the unshipped order value may be assessed by USAC.

**12f. PRODUCT RETURNS:** (a) Product may not be returned to USAC without express written consent. (b) Return Credit for products may be estimated at the time of consent for return but will be confirmed upon receipt and evaluation of returned product and will be based on the condition of returned product. (c) No product may be returned to USAC for credit after 30 days from shipping/invoicing date.

**Policy: USAC TCOSOCCP 2024**