

## Sales Order Terms & Conditions

### 1. General.

The following Standard Terms and Conditions (“Agreement”) apply to all procurement by Buyer of goods or services (collectively, the “Products”). This Agreement prevails over any of Buyer’s general terms and conditions of purchase, whether included in Buyer’s purchase order or otherwise and regardless of when Buyer submits a purchase order or other terms. Seller’s accompanying order, invoice, quotation, or other sales confirmation Document (the “Sales Confirmation”) and this Agreement comprise the entire agreement between the parties, and supersede all prior or contemporaneous agreements, understandings, and/or communications. Seller shall not be bound by any additional or different terms, whether printed or otherwise, in any purchase order or other communication by Buyer, whether written or oral, unless specifically agreed by Seller in writing. No changes to this Agreement are binding unless it is in writing and signed by one of Seller’s authorized representatives. If Buyer’s purchase order is expressly conditional upon Seller’s adherence to Buyer’s terms and conditions, then this Agreement shall operate as a counteroffer, expressly conditioned upon Buyer’s acceptance of this Agreement. Seller will not be deemed to have waived any term or condition of this Agreement if it fails to object to provisions contained in Buyer’s terms and conditions or otherwise.

### 2. Definitions.

“Seller” means Delva Master Holdings, LLC (DMH) and its affiliates, including, but not limited to, Delva Tool & Machine, LLC (d/b/a Mill Creek Machining), Murphy Machine Products, LLC., and Technicut Tool Inc. “Buyer” or “Buyers” means, as applicable, the purchaser of Products. For purposes of this Agreement, “affiliate” means, with respect to Seller, any entity that directly or indirectly controls, is controlled by, or is under common control with Seller.

### 3. Delivery of Goods and Performance of Services.

The goods will be made available to Buyer at Seller’s address for delivery, as set out in the applicable Sales Confirmation (“Seller’s Location”) within a reasonable time after receipt of Buyer’s purchase order. Seller shall not be liable for any delays, loss or damage in transit. Seller shall use reasonable efforts to meet any performance dates to render the services specified in the Sales Confirmation, and any such dates shall be estimates only. Notwithstanding anything to the contrary contained in this Agreement, Seller may, from time to time change the services without the consent of Buyer provided that such changes do not materially affect the nature or scope of the services, or the fees or any performance dates set forth in the Sales Confirmation.

### 4. Price.

The prices or Surcharges (defined below) for Products are the prices or surcharges stated in the Sales Confirmation (the “Price”). Seller reserves the right to make corrections in Sales Confirmations due to typographical, engineering or other errors, or resulting from incomplete or inaccurate information supplied by Buyer. The Price does not include any freight, shipping, special packaging or handling, insurance, or taxes, levies, duties, tariffs, customs or other fees or charges of any nature imposed by any governmental authority, all of which (including any related withholding) will be the sole responsibility of and be required to be paid by Buyer. Seller may invoice Buyer for any costs it incurs in connection with the supply of goods to Buyer, including, but not limited to, freight, shipping, special packaging or handling, insurance, or taxes, levies, duties, tariffs, customs or other

fees or charges that are the responsibility of Buyer. Buyer's refusal or inability to accept or take delivery of goods shall not excuse Buyer from making payment for goods. Prices apply only if the quantity ordered by Buyer is released for shipment within three (3) months (or longer if mutually agreed to in writing) from the date the order was placed.

5. Price Adjustments; Surcharges.

Seller reserves the right to make adjustments to the Price and/or pass on surcharges ("Surcharges") to Buyer resulting from any change in the cost to supply goods to Buyer, including, but not limited to, changes in the cost of raw materials, components, parts, production, labor, storage, transport, fuel, electricity, permitting, tariffs and/or fluctuation in rates of exchange or otherwise, in excess of five percent (5%) of the Price in the Sales Confirmation. Applicable Surcharges will appear on Sales issued by Seller to Buyer and shall be due and payable in accordance with the Sales Confirmation. Seller shall periodically update any applicable Surcharges based upon reported pricing in the respective industry.

6. Payment Terms.

Unless otherwise agreed upon in writing, Buyer shall pay all invoiced amounts due to Seller promptly, but in no event later than within Thirty [30] days from the date set out in the relevant Sales Confirmation. Buyer shall make all payments in US dollars by check, wire transfer, or ACH in accordance with Seller's instructions from time-to-time.

7. Late Payments.

Buyer shall pay interest on all late payments, calculated daily and compounded monthly at the lesser rate of one- and one-half percent (1.5%) per month (eighteen percent (18%) per annum) or the maximum rate permitted by applicable law. Buyer shall reimburse Seller for all costs incurred in collecting any late payments, including, but not limited to, attorneys' fees. In addition to all other remedies available under this Agreement or at law (which Seller does not waive by the exercise of any rights under this Agreement), if Buyer fails to pay any amounts when due under this Agreement, Seller may (a) suspend the delivery of any Goods, (b) reject Buyer's purchase orders, (c) cancel accepted purchase orders, or (d) terminate this Agreement.

8. Setoff.

Buyer shall have no right to claim compensation or set off against any amounts payable to Seller under this Agreement.

9. Shipping Terms.

Delivery shall be made pursuant to the Incoterms 2020 set out in the Sales Confirmation. Title to and risk of loss of goods sold hereunder by Seller shall pass to Buyer upon Seller's delivery of goods to Seller's Location.

10. Partial Shipments.

Seller may make partial shipments hereunder and may invoice for each such partial shipment separately. Each partial shipment will be deemed to be a separate sale. Delay in delivery of any partial shipment will not relieve Buyer of its obligation to accept delivery of remaining shipments hereunder. Seller's shipping weights will govern each shipment or partial shipment hereunder. Should Buyer dispute the shipping weight of any shipment or partial shipment hereunder, Buyer will

promptly notify Seller in writing of the reasons for such dispute and provide to Seller all necessary documents to substantiate the difference. Buyer is responsible for fees associated with not taking timely delivery of the Goods, such as storage fees.

11. Inspection.

Buyer shall inspect the goods promptly, but in no event later than three (3) days, from receipt of the goods ("Inspection Period") and either accept or, if such goods are materially non-conforming goods, reject such goods. Buyer's failure to inspect the goods within the Inspection Period shall constitute a waiver of Buyer's right of inspection and constitute an irrevocable acceptance of the non-conforming or excess goods. If Buyer wishes to reject any non-conforming or excess goods, Buyer must immediately (and in any event, within the Inspection Period) notify Seller in writing, identifying all alleged non-conformities and the portion(s) of the shipment being rejected. Buyer's failure to give such notice within the Inspection Period shall constitute Buyer's waiver of its right to any and all claims for non-conforming or excess goods and constitute an irrevocable acceptance of the goods. If Seller determines that the goods are non-conforming or excess goods, it shall, in its sole discretion: (a) if such goods are non-conforming, (i) replace such nonconforming goods with conforming goods, or (ii) refund the Price for such non-conforming goods, together with all shipping and handling expenses incurred by Buyer in connection therewith; or (b) if such goods are excess goods, refund the Price for such excess goods, together with all shipping and handling expenses incurred by Buyer in connection therewith. Buyer shall ship, at Seller's expense, the nonconforming or excess goods to Seller's Location. If Seller exercises its option to replace nonconforming goods, Seller shall, after receiving Buyer's shipment of nonconforming goods, ship to Buyer, at Seller's expense, the replaced Goods to Seller's Location. The foregoing remedies shall be Buyer's sole and exclusive remedies against Seller for late or non-conforming delivery. All sales of goods to Buyer are made on a one-way basis and Buyer has no right to return Goods purchased under this Agreement to Seller. Without limiting the foregoing, Buyer shall have no right to "cover" with respect to any late or non-conforming delivery of goods.

12. Delay; Force Majeure.

12.1.1 Seller will not be responsible for any delays in filling orders, whether due to events affecting Buyer's receipt or Seller's shipment of goods or services, nor liable for any losses or damages resulting from any delays. All orders placed by Buyer will not be subject to cancellation by Buyer by reason of any delay by Seller. Buyer shall notify Seller in the event that Buyer is unable to receive goods by the expected delivery date. Following such notice, Seller shall have the right to ship goods to Buyer within thirty [30] days from the expected delivery date.

12.1.2 Seller shall not be liable or responsible to Buyer, nor be deemed to have defaulted under or breached this Agreement, for any failure or delay in fulfilling or performing under this Agreement, when and to the extent Seller's failure or delay is caused by or results from any event beyond the reasonable control of Seller, including, but not limited to: fire, flood, strike or other labor difficulty, act of God, epidemic or pandemic, any legal proceeding, act of any governmental authority, act of Buyer, war, riot, sabotage, terrorism, civil disturbance, embargo, fuel or energy shortage, wreck or delay in transportation, major equipment breakdown, inability to obtain necessary labor, materials or manufacturing facilities from usual sources, or any act, delay or failure to act of Seller's suppliers and subcontractors of any tier beyond Seller's or such supplier's or subcontractor's reasonable control (collectively, "Force Majeure Event"). In the event of delay in performance due to any such cause, the date of shipment or time for completion will be

extended by a period of time reasonably necessary to overcome the effect of such delay. Buyer agrees to take delivery and make payment for the Products as of the date of the Force Majeure Event.

### 13. Limited Warranty

13.1. Seller warrants to Buyer that for a period of one (1) year from the date of shipment of the goods (the "Warranty Period"), that such goods will materially conform to the specifications set forth in the relevant purchase order accepted by Seller.

13.2. Seller warrants to Buyer that it shall perform services using personnel of required skill, experience, and qualifications and in a professional and workmanlike manner in accordance with generally recognized industry standards for similar services and shall devote adequate resources to meet its obligations under this Agreement.

13.3. The warranties under Section 13.1 do not apply where the goods have: (a) been subjected to abuse, misuse, neglect, negligence, accident, improper testing, improper installation, improper storage, improper handling, abnormal physical stress, abnormal environmental conditions or use contrary to any instructions issued by Seller; (b) been reconstructed, repaired, or altered by persons other than Seller; or been used with any Third-Party Product (defined below), hardware, or product that has not been previously approved in writing by Seller.

13.4. Notwithstanding any other provision of this Agreement, this Section 13.3 contains Buyer's exclusive remedy for defective goods. During the Warranty Period, with respect to any allegedly defective goods: (i) Buyer shall notify Seller, in writing, of any alleged claim or defect within fourteen [14] days from the date Buyer discovers, or upon reasonable inspection should have discovered, such alleged claim or defect (but in any event before the expiration of the applicable Warranty Period); (c) Buyer shall ship, at Seller's expense, such allegedly defective goods to Seller's Location for inspection and testing by Seller; (d) if Seller's inspection and testing reveals, to Seller's reasonable satisfaction, that such goods are defective and any such defect has not been caused or contributed to by any of the factors described under Section 13.1, Seller shall in its sole discretion, and at its expense, (i) repair or replace such defective goods, or (ii) credit or refund the Price of such defective goods less any applicable discounts, rebates or credits; (d) if Seller exercises its option to repair or replace, Seller shall, after receiving Buyer's shipment of such defective goods, ship to Buyer, at Seller's expense, the repaired or replaced goods to a location designated by Seller. Buyer has no right to return for repair, replacement, credit, or refund any goods except as set forth in this Section 13.4. In no event shall Buyer reconstruct, repair, alter, or replace any goods, in whole or in part, either itself or by or through any third party. THIS SECTION 13.4 SETS FORTH THE BUYER'S SOLE AND EXCLUSIVE REMEDY AND SELLER'S ENTIRE LIABILITY FOR ANY BREACH OF THE LIMITED WARRANTY SET FORTH IN SECTION 13.1.

13.5. GOODS MANUFACTURED BY A THIRD PARTY ("THIRD-PARTY PRODUCTS") MAY CONTAIN, BE CONTAINED IN, INCORPORATED INTO, ATTACHED TO, OR PACKAGED TOGETHER WITH THE GOODS. THIRD-PARTY PRODUCTS ARE NOT COVERED BY THE WARRANTY IN SECTION 13.1. FOR THE AVOIDANCE OF DOUBT, SELLER MAKES NO REPRESENTATIONS OR WARRANTIES WITH RESPECT TO ANY THIRD-PARTY PRODUCT, INCLUDING ANY (a) WARRANTY OF MERCHANTABILITY; (b) WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE; (c) WARRANTY OF TITLE; OR (d) WARRANTY AGAINST INFRINGEMENT OF INTELLECTUAL PROPERTY RIGHTS OF A THIRD PARTY; WHETHER EXPRESS OR IMPLIED BY LAW, COURSE OF DEALING, COURSE OF PERFORMANCE, USAGE OF TRADE, OR OTHERWISE.

13.6. EXCEPT FOR THE EXPRESS WARRANTIES SET FORTH IN SECTION 13.1 AND SECTION 13.2, SELLER MAKES NO WARRANTY WHATSOEVER WITH RESPECT TO THE GOODS OR SERVICES, INCLUDING ANY (a) WARRANTY OF MERCHANTABILITY; (b) WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE; (c) WARRANTY OF TITLE; OR (d) WARRANTY AGAINST INFRINGEMENT OF INTELLECTUAL PROPERTY RIGHTS OF A THIRD PARTY; WHETHER EXPRESS OR IMPLIED BY LAW, COURSE OF DEALING, COURSE OF PERFORMANCE, USAGE OF TRADE, OR OTHERWISE.

14. Limitation of Liability.

14.1. IN NO EVENT SHALL SELLER BE LIABLE TO BUYER OR ANY THIRD PARTY FOR ANY LOSS OF USE, REVENUE OR PROFIT, OR FOR ANY CONSEQUENTIAL, INDIRECT, INCIDENTAL, SPECIAL, EXEMPLARY, OR PUNITIVE DAMAGES WHETHER ARISING OUT OF BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE), OR OTHERWISE, REGARDLESS OF WHETHER SUCH DAMAGES WERE FORESEEABLE AND WHETHER OR NOT SELLER HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, AND NOTWITHSTANDING THE FAILURE OF ANY AGREED OR OTHER REMEDY OF ITS ESSENTIAL PURPOSE.

14.2. IN NO EVENT SHALL SELLER'S AGGREGATE LIABILITY ARISING OUT OF OR RELATED TO THIS AGREEMENT, WHETHER ARISING OUT OF OR RELATED TO BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE), OR OTHERWISE, EXCEED THE TOTAL OF THE AMOUNTS PAID TO SELLER FOR THE GOODS AND SERVICES SOLD HEREUNDER.

14.3. The limitation of liability set forth in Section 14.1 shall not apply to (i) liability resulting from Seller's gross negligence or willful misconduct and (ii) death or bodily injury directly caused by Seller's acts or omissions.

15. Indemnification.

Buyer shall defend, indemnify and hold harmless Seller, its subsidiaries, affiliates, successors or assigns and their respective directors, officers, shareholders and employees (collectively, "Indemnitees") against any claims, losses, judgements, penalties, fines, interest, reasonable attorney and professional fees, or costs of any kind suffered or incurred by an Indemnitee (collectively, "Claims" and individually, a "Claim") directly or indirectly arising from: (a) Buyer's specifications; (b) any asserted deficiencies or defects in the goods caused by any alteration or modification thereof by Buyer with or without Seller's consent; (c) Buyer's improper handling or storage of goods; (d) Buyer's negligence, willful misconduct or breach of this Agreement, (e) Buyer's failure to label or improper labeling of goods, regardless of whether the labeling was done with or without Seller's input; (f) any act or omission by Buyer, including, but not limited to, any Claims for or resulting from any injury to person (including death), damage to property (including loss of use thereof and consequential damages therefrom), or for economic loss; (g) defective, inaccurate or incomplete Buyer and/or customer-supplied material, parts, data or hardware; and/or (h) with respect to any design, drawing or specification furnished or approved by Buyer and used in the manufacture of goods, any infringement of third-party intellectual property rights in, without limitation, patents, trademarks, copyrights, or trade secrets.

16. Confidentiality & Intellectual Property.

16.1. All non-public, confidential or proprietary information of Seller, including but not limited to, specifications, samples, patterns, designs, plans, drawings, documents, data, business operations, customer lists, pricing, discounts, or rebates, disclosed by Seller to Buyer, whether disclosed orally or disclosed or accessed in written, electronic or other form or media, and whether or not marked, designated, or otherwise identified as "confidential" in connection with this Agreement is confidential, solely for the use of performing this Agreement and may not be disclosed or copied unless authorized in advance by Seller in writing. Upon Seller's request, Buyer shall promptly return all documents and other materials received from Seller. Seller shall be entitled to injunctive relief for any violation of this Section. This Section does not apply to information that is: (a) in the public domain; (b) known to Buyer at the time of disclosure; or (c) rightfully obtained by Buyer on a non-confidential basis from a third party.

16.2. Unless otherwise agreed to in writing, no right, title, or interest in and to any development, invention, or work of authorship, conceived or developed by Seller during the course of performance hereunder, is conveyed to Buyer. Seller does not grant to Buyer, and nothing contained herein will obligate or be construed to obligate Seller to grant to Buyer, any license under any patents or other intellectual property owned by Seller. Except for data customarily provided for quality control purposes (which Buyer will keep confidential and use solely for such purposes), Seller shall not be required to deliver any data concerning its manufacturing processes, unless such data has been funded in whole by Buyer.

17. Tooling.

Title to and ownership of tooling (such as special dies, molds, jigs, tools, test equipment, masks, etc.) that are listed as a line item in an order shall vest in Buyer only upon, and subject to and contingent upon full, final and timely payment by Buyer for such tooling. In all other circumstances, all right, title and interest in and to and ownership of tooling shall vest solely and exclusively in Seller. Buyer shall be responsible for funding replacement of such tooling or refurbishment of such tooling when the normal life of the tooling is exhausted. If Seller does not receive an order from Buyer for the goods requiring the use of such tooling for a period of twelve (12) months, Seller may, by written notice to Buyer at Buyer's last known address, request Buyer to make disposition thereof at buyer's expense. If Buyer fails to issue disposition instructions to Seller within sixty (60) days of such notice, Seller may make such use or dispose of such tooling without liability or obligation to Buyer. Seller may remove any embedded intellectual property (including trade secrets) which it either owns or is controlled under applicable export control laws prior to returning any Buyer owned tooling.

18. Purchase Money Security Interest.

As collateral security for the payment of the purchase price of the goods, Buyer hereby grants to Seller a lien on and security interest in and to all of the right, title, and interest of Buyer in, to, and under the goods, wherever located, and whether now existing or hereafter arising or acquired from time to time, and in all accessions thereto and replacements or modifications thereof, as well as all proceeds (including insurance proceeds) of the foregoing. The security interest granted under this provision constitutes a purchase money security interest under the Delaware Uniform Commercial Code. Seller may file a financing statement for such security interest and Buyer shall execute any such statements or other documentation necessary to perfect Seller's security interest in such goods.

19. Termination.

In addition to any remedies that may be provided under this Agreement, Seller may terminate this Agreement with immediate effect upon written notice to Buyer, if Buyer: (a) fails to pay any amount when due under this Agreement; (b) has not otherwise performed or complied with this Agreement, in whole or in part; or (c) becomes insolvent, files a petition for bankruptcy or commences or has commenced against it proceedings relating to bankruptcy, receivership, reorganization, or assignment for the benefit of creditors.

20. Insurance.

During the term of this Agreement, Buyer shall, at its own expense, maintain and carry insurance in full force and effect which includes, but is not limited to, commercial general liability (including product liability) in a sum no less than \$500,000 with financially sound and reputable insurers. Upon Seller's request, Buyer shall provide Seller with a certificate of insurance from Buyer's insurer evidencing the insurance coverage specified in this Agreement.

21. Compliance with Law.

Buyer shall comply with all applicable laws, regulations, and ordinances. Buyer shall maintain in effect all the licenses, permissions, authorizations, consents, and permits that it needs to carry out its obligations under this Agreement. Buyer shall comply with all export and import laws of all countries involved in the sale of the goods under this Agreement or any resale of the goods by Buyer. Buyer assumes all responsibility for shipments of goods requiring any government import clearance. Seller may terminate this Agreement if any governmental authority imposes antidumping or countervailing duties or any other duties or penalties on the goods.

22. Relationship of Parties.

Buyer and Seller shall be independent contractors with respect to the Products and nothing contained in the Agreement is intended to or shall be deemed to create any partnership, joint venture, principal agent, employer-employee or other similar arrangement or relationship between Buyer and Seller. Neither Buyer or Seller shall be responsible for any act or omission of the other party, and neither Buyer nor Seller shall have any power or authority to speak for, represent or obligate the other party in any way.

23. No Third-Party Beneficiaries.

This Agreement is for the sole benefit of the parties hereto and their respective successors and permitted assigns and nothing herein, express or implied, is intended to or shall confer upon any other person or entity any legal or equitable right, benefit, or remedy of any nature whatsoever under or by reason of this Agreement.

24. Waiver.

No waiver by Seller of any of the provisions of this Agreement is effective unless explicitly set forth in writing and signed by Seller. No failure to exercise, or delay in exercising, any right, remedy, power or privilege arising from this Agreement operates, or may be construed, as a waiver thereof. No single or partial exercise of any right, remedy, power or privilege hereunder precludes any other or further exercise thereof or the exercise of any other right, remedy, power, or privilege.

25. Assignment.

Buyer shall not assign any of its rights or delegate any of its obligations under this Agreement without the prior written consent of Seller. Any purported assignment or delegation in violation of this Section is null and void. No assignment or delegation relieves Buyer of any of its obligations under this Agreement.

**26. Amendment and Modification.**

This Agreement may only be amended or modified in a writing stating specifically that it amends this Agreement and is signed by an authorized representative of each party.

**27. Severability.**

If any term or provision of this Agreement is invalid, illegal, or unenforceable in any jurisdiction, such invalidity, illegality, or unenforceability shall not affect any other term or provision of this Agreement or invalidate or render unenforceable such term or provision in any other jurisdiction.

**28. Survival.**

Provisions of this Agreement which by their nature should apply beyond their terms will remain in force after any termination or expiration of this Agreement including, but not limited to, the following provisions: Insurance, Compliance with Laws, Confidential Information, Governing Law, Submission to Jurisdiction and Survival.

**29. Government Orders.**

The parties acknowledge that where goods sold or services performed under this Agreement are pursuant to orders from the U.S. Government, or prime contractors contracting with the U.S. Government (both referred to here as “Government Contract(s)”), the provisions of the Federal Acquisition Regulations (“FAR”) and/or Defense Federal Acquisition Regulations Supplement (“DFARS”) incorporated into said Government Contracts may apply to this Agreement. Seller will only accept such provisions if: (a) Buyer provides Seller with written notice of the particular Government Contracts for which Buyer intends to use Seller's goods or services; (b) Buyer provides Seller with written notice of the specific FAR and/or DFARS provisions that Buyer believes apply to Seller; and (c) Seller accepts compliance with said FAR and/or DFARS clauses in writing.

**30. Governing Law.**

All matters arising out of or relating to this Agreement are governed by and construed in accordance with the internal laws of the State of Delaware without giving effect to any choice or conflict of law provision or rule (whether of the State of Delaware or any other jurisdiction) that would cause the application of the laws of any jurisdiction other than those of the State of Delaware.

**31. Submission to Jurisdiction.**

Any legal suit, action, or proceeding arising out of or relating to this Agreement shall be instituted in the federal courts of the United States of America or the courts of the State of Delaware, and each party irrevocably submits to the exclusive jurisdiction of such courts in any such suit, action, or proceeding.

**32. Notices.**

All notices, requests, consents, claims, demands, waivers, and other communications hereunder (each, a “Notice”) shall be in writing and addressed to the parties at the addresses set forth on the face of the Sales Confirmation or to such other address that may be designated by the receiving party

in writing. All Notices shall be delivered by personal delivery, nationally recognized overnight courier (with all fees pre-paid), facsimile (with confirmation of transmission), or certified or registered mail (in each case, return receipt requested, postage prepaid). Except as otherwise provided in this Agreement, a Notice is effective only (a) upon receipt of the receiving party, and (b) if the party giving the Notice has complied with the requirements of this Section.

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