

TERMS AND CONDITIONS OF SALE

The following General Terms and Conditions of Sale are applicable to the sale of all machines, consumables, replacement parts, and/or other equipment (hereafter "goods") supplied or services rendered by GF Machining Solutions (hereinafter "Seller"), to any purchaser thereof (hereinafter "Buyer"). Acceptance by Buyer of Seller's offer of products for sale is hereby expressly conditioned upon Buyer's acceptance of these General Terms and Conditions of Sale and these General Terms and Conditions of Sale will be deemed accepted, as written, despite any language in Buyer's purchase order and/or other documentation which is either conflicting or supplemental, unless promptly after this offer, Buyer specifically advises Seller of each term and condition not so accepted and an officer of Seller accepts Buyer's conflicting and/or supplemental term(s) in writing. No other or additional terms or conditions of sale shall be binding upon Seller

1. **Website:** <https://www.gfms.com/us> These Terms and Conditions of Sale can be found in the Terms and Conditions of Sale section on the SELLER website. Always check for the most current General Terms and Conditions of Sale on the website, which shall supersede and replace these GF Machining Solutions Terms and Conditions of Sale.

2. **Acceptance of Orders.** Buyer's order shall not be binding upon Seller unless and until such order is accepted in writing by Seller. All Equipment orders must reference the Seller's machine quotation ID number.

3. **List Price, Discount or Freight Charges.** All prices are net and cover only the goods and services expressly specified and, unless otherwise expressly stated, do not include any freight, taxes, duties, tariffs or other additional costs, all of which shall be borne by Buyer, unless otherwise agreed to in writing by Seller. Any such charges paid by Seller for Buyer's account shall be charged to Buyer. For technical services and training, Seller's standard rates will apply. All prices are F.O.B Seller's factory (according to the Illinois Uniform Commercial Code). Authorized warehouse at Seller's discretion or DDP according to Incoterms with a separate charge for transportation will apply if agreed to in writing by Seller. List prices, discount, and freight terms are subject to change without notice.

4. **Payment.** Payments shall be made to Seller as follows, unless otherwise agreed to in writing by Seller:

a. Machines - 30 percent down payment due and payable at time order is placed with Seller; 60 percent due at time of delivery and balance due 30 days from shipping date.

b. Consumables, replacement parts and services - all amounts due and payable within 30 days from the date of Seller's invoice. Seller shall invoice Buyer as of the date goods are shipped to Buyer. If more than one shipment of goods or services is made, Seller may invoice Buyer separately for each such delivery.

c. If any payment is not received by Seller within the period such payment is due and payable, Buyer shall be liable for interest on the unpaid amount from the date by which the payment was due, without further notice, at the rate of 1.5 percent per month; provided, however, that if such rate is in excess of the maximum rate permissible under applicable law, then interest shall be charged at the maximum permissible interest rate. Buyer shall not offset against any payment any amount not acknowledged in writing by Seller to be then due to Buyer. If, due to Buyer's financial condition or any other reason, Seller shall, in its sole discretion, deem itself to be insecure regarding Buyer's ability to fulfill the terms of payment herein specified, Seller may by notice to Buyer require full or partial payment in advance of delivery. Any modification to these payment terms must be in writing. If Buyer does not comply with agreed upon terms of payment, Seller has

the right to suspend warranty service until such time as the Buyer's account is current and the warranty period shall not be extended to reflect this suspension.

5. **Order Cancellation and Order Changes.** Once an order is accepted by Seller, it may not be canceled or changed (including any tooling, options or peripherals) by Buyer, nor shall Buyer be entitled to delay shipment, except with the written consent and upon terms and conditions approved by Seller in writing. In case of cancellation of an order for a standard machine or replacement part, there shall be immediately due and payable an amount equal to 10% of the list price for such machine or replacement parts. In case of cancellation or change of a modified standard machine or a special order machine, there shall be immediately due and payable an amount equal to 10% of the list price of the machine (cancellation only), plus all costs incurred by Seller for special engineering, tooling, fixtures, adaptations, shipping, and any other costs or losses incurred by Seller in connection with such modifications or special order cancellations and changes). For any order where tooling, options or peripherals is changed, an amount equal to any costs and losses incurred by Seller in connection with the tooling ordered and changed shall be immediately due and payable. Seller has the right to offset Buyer's down payments with these amounts.

6. **Delivery.** Unless otherwise specifically stated to the contrary, any delivery date set forth in any purchase order or acknowledgement shall be construed as an estimated delivery date. Time shall not be of the essence in any agreement between Seller and Buyer. Unless otherwise specified to the contrary, Seller shall have satisfied its obligations to deliver goods at the earlier of the date when (1) The goods are ready for shipment to Buyer and Buyer is so notified or (2) Seller has placed the goods in possession of the carrier or shipper selected for transportation of the goods to Buyer. Seller's obligation to deliver goods or services shall be subject to the due performance of all of Buyer's contractual obligations, the receipt of any applicable permits, licenses, or third party approvals and the completion of all technical data and design work required to conform the goods to Buyer's and Seller's specifications.

7. **Delays.** Seller will not be liable for any delay or failure in the performance of its obligations, including the delivery or shipment of any goods, or for any damages suffered by Buyer by reason of such delay or failure, when such a delay or failure is caused by or arises from any cause beyond Seller's control, including, without limitation, delays caused by fire, flood, strikes, or other labor disputes, shortages in labor, material or transportation, or hostilities, riots, governmental orders or regulations (Force Majeure events), or default on the part of Seller's suppliers or any cause which renders Seller's performance commercially impractical under section 2-615(a) of the Illinois Uniform Commercial Code. All reasonable costs and expenses related to delays attributable solely to Buyer (for example, delays related to order postponement, production ramp-ups, having facilities ready to accept goods) and not caused by Force Majeure events may be charged to Buyer and invoiced by Seller.

8. **Transportation and Warehousing, and Transfer of Ownership.** All goods are F.O.B Seller's facility (according to the Illinois Uniform Commercial Code), or DDP according to the latest version of Incoterms with a separate charge for transportation if agreed in writing by Seller. Title to merchandise transfers when product is loaded onto carrier. Unless otherwise specifically stated in writing, Seller will select the means of transportation and arrange for shipment of the goods to Buyer. All machines and automated work handling systems transported by surface shall require full air ride suspension and, when practical, totally enclosed vehicles regardless of who pays transportation. The risk of loss or damage to any goods shall pass to the Buyer from and after such time as the goods are delivered to the shipper or carrier for shipment to Buyer. Upon receipt of the goods, Buyer shall carefully inspect such goods and immediately lodge any

complaints of damage with the freight carrier, with notice to Seller. Buyer shall permit Seller to inspect any damaged goods. Damage caused by the carrier while in transit is not covered by warranty. If shipment is delayed by Buyer for any reason, Buyer shall be charged with the warehousing and insurance costs incurred beginning with the date the goods are identified to this agreement and are ready for shipment and all risk of loss or damage to such goods shall pass to Buyer as of such date plus interest calculated as described in article 3 hereof.

9. Non-Conforming Shipments. Buyer must notify Seller in writing within 7 days after receipt of shipments not conforming to Buyer's order, stating specifically Buyer's claim of non-conformity, or Buyer is deemed to accept the shipment as is. If Seller is satisfied the shipment is non-conforming, Seller will (i) credit Buyer for the price of defective goods or goods shipped but not ordered (including allocated outbound and return freight) upon return of goods; and/or (ii) promptly ship omitted items waiving Seller's new order charges. Buyer is required to make timely payment to Seller of any amount which is undisputed or not subject to such claims.

10. Limitation of Warranties. All new machines sold by Seller are warranted to be free from defects in workmanship and materials for use in normal operation for a period of 6,000 hours or 12 months, whichever shall expire first. Such 12 month period shall commence on the earlier to occur of the date the machine is installed or the date 30 days after the date of the invoice with respect to such machine. Usual "wear and tear" items are exempt from these warranty provisions. Motorized spindles installed during the production of all milling machine tools are warranted for a period of 4000 hours or 12 months, whichever comes first. Replacement parts sold by Seller are warranted free from defects in workmanship and materials for use in normal operation for a period of 3 months from the date of the invoice with respect to such replacement parts. This warranty is not transferable and is limited to United States, Canada and Mexico. Any relocation of the warranted machines outside of these geographical boundaries terminates any warranty obligations by Seller or any Seller affiliate. For any new equipment manufactured by a third party and supplied by Seller under this agreement, Seller's warranty is limited to the warranty provided by said third party. It shall be a condition of Seller's obligations under the above-stated warranties that Seller be notified in writing by Buyer of any purported defect within 15 days after its discovery. Upon proper notification, Seller reserves the right to request the return of all or any component of the goods for inspection, repair, or replacement, or to repair defects at the Buyer's location. Seller's above-stated warranties shall be subject to the further conditions that all materials and supplies required for the operation of any machine sold by Seller are obtained from Seller or are in accordance with Seller's specifications and that the machines were installed or initially started up by Seller's specialists or as otherwise permitted by Seller in writing. This warranty is void if during the warranty period any service is performed by an unauthorized person or sold by anyone other than an authorized Seller representative or if the Buyer fails to properly maintain the Goods in accordance with any instructions, pamphlets, or directions given or issued by Seller from time to time. In the event of any breach of Seller's above-stated warranties, Seller's sole obligation and Buyer's exclusive remedy shall be the repair or replacement at Seller's election, of any goods or parts which Seller determines on its inspection to be defective in material or workmanship. After replacement of any defective parts or machines, the defective parts or machine shall become the property of Seller and shall be returned to Seller upon request.

11. DAMAGES, WARRANTIES AND LIABILITY. Seller shall have no obligation for any machine or parts which become damaged due to improper maintenance, carelessness, technical alterations, improper operation, accident, or any cause other than defective materials or workmanship furnished by Seller. IN THE EVENT OF ANY BREACH OF WARRANTY BY SELLER,

BUYERS EXCLUSIVE REMEDY SHALL BE THE REPAIR OR REPLACEMENT OF THE NONCONFORMING GOODS IN THE MANNER AND FOR THE PERIOD OF TIME AS PROVIDED IN THESE TERMS AND CONDITIONS OF SALE.

SELLER MAKES NO WARRANTY, EXPRESS OR IMPLIED, WITH RESPECT ANY SERVICES RENDERED.

SELLER SHALL NOT BE LIABLE UNDER ANY CIRCUMSTANCES FOR ANY EXPENSE FOR REMOVAL OR REINSTALLATION, OR FOR SPECIAL, DIRECT, INCIDENTAL, INDIRECT, OR CONSEQUENTIAL DAMAGES, INCLUDING WITHOUT LIMITATION DAMAGE TO OR LOSS OF OTHER PROPERTY OR EQUIPMENT, BUSINESS INTERRUPTION, OR LOSS OF PROFITS OR REVENUE, REGARDLESS OF WHETHER SELLER HAS BEEN INFORMED OF THE POSSIBILITY OF THOSE DAMAGES AND REGARDLESS OF WHETHER THE CLAIM IS IN CONTRACT, TORT, OR ANY OTHER THEORY OF RECOVERY.

THE WARRANTIES IN THIS SECTION ARE THE ONLY WARRANTIES MADE BY THE SELLER AND ARE EXPRESSLY IN LIEU OF ALL OTHER WARRANTIES, EXPRESS OR IMPLIED INCLUDING THE WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. ANY AND ALL WARRANTIES IMPLIED BY ANY COURSE OF DEALING OR USAGE OF TRADE BETWEEN THE PARTIES ARE EXPRESSLY EXCLUDED.

ANY ACTION FOR BREACH OF ANY CONTRACT MADE BY BUYER FOR THE SALE OF GOODS OR SERVICES PERFORMED MUST BE COMMENCED WITHIN TWELVE (12) MONTHS OF SELLER'S TENDER OF DELIVERY OF THE SUBJECT GOODS OR PERFORMANCE OF THE SERVICES.

This warranty gives Buyer specific legal rights, and the Buyer may also have other rights that may vary from state to state.

12. Recommendations, Advice, Assistance, Technical Information. Recommendations and advice by Seller for the use of Seller goods, technical or instructional information, and all statements or recommendations in Sellers catalogues, on Seller's website, in connection with any service, or in Seller's technical literature are based upon Seller's research and experience, are believed to be reliable and to conform to current industry standards, but such recommendations or statements shall not constitute a warranty. Seller shall have no liability in connection therewith. Buyer must determine for itself, by tests or otherwise, the suitability of any such information for use in connection with Seller goods or Buyer's purpose.

13. Security Interest. Buyer hereby grants Seller a purchase money security interest in the goods and all proceeds to secure the purchase price of those goods and all interest, attorneys' fees and other costs of collection with respect to those goods. Buyer authorizes Seller to file financing statements and amendments to perfect and maintain Seller's security interest in the goods. Until payment in full is made, Buyer shall have all goods identified to this agreement fully insured for any damage due to fire, lightning, explosion, or other usual risks and Buyer shall name Seller in the insurance policy as an additional insured.

14. Technical Documentation. Unless specified otherwise, technical documents such as drawings, descriptions, illustrations and the like, constitute only an approximate guide; Seller reserves the right to make any changes considered necessary. Seller expressly reserves all property rights and the copyright therein.

15. Returns. Goods purchased can be returned within 60 days after Buyer's receipt. Only goods that have not been used altered or damaged following shipment to Customer in accordance with the terms hereof may be returned. All returned goods must be properly tagged with the Seller's RMA (Return Material

Authorization) number and shipped by Buyer securely packed to reach Seller without damage. Buyer must prepay all transportation charges unless otherwise directed by Seller. Transportation charges are not included in Buyer's refund. GOODS WILL NOT BE ACCEPTED BY SELLER FOR RETURN WITHOUT A RMA NUMBER PROPERLY MARKED ON THE OUTSIDE OF THE PACKAGING. If a machine part provided by Seller is replaced by the Buyer or Seller while the Machine is under warranty, the replaced machine part must be returned to Seller within 60 days or the part(s) will be invoiced to the Buyer at list price. When a machine part provided by Seller is replaced by the Buyer while the machine is not under warranty, Buyer has up to 60 days to request a Seller RMA and send the replaced machine part back to Seller. The Seller return program is only valid on goods and machine parts eligible for partial or full credit. The credit will be applied against the original invoice.

16. **Safety:** Buyer will follow all instructions and directions, and will use all safety devices that Seller provides for the use or operations of the goods supplied.

17. **Manufacturing Variations.** Goods and materials shall be subject to Sellers' and its suppliers' standard manufacturing variations. Seller and its suppliers reserve the right to change material specifications at any time and assume no obligation to supply any product or products previously sold.

18. **Tooling.** Unless otherwise specifically provided in writing, any tooling produced for or used in connection with any order shall remain the property of Seller.

19. **Software.** Seller and its licensors, if any, shall retain title to all software integrated in or accompanying the goods. Buyer shall only have the limited, non-exclusive right to use the software as specified by Seller in order to operate the goods. Buyer shall not, and shall not allow any person or entity to, (a) remove, modify, copy, reverse engineer, decompile or disassemble the software, (b) merge the software with other programs, or (c) load any unauthorized software on the goods. Buyer may transfer this limited right to use the software to a third party only if it does so together with the goods and only if the transferee executes and delivers to Seller before the transfer a written agreement to be bound by those terms.

20. **Assignment.** Buyer may not assign its rights under or interest in any purchase order or these terms and conditions of sale without the prior written consent of Seller. These terms and conditions of sale shall be binding upon and inure to the benefit of Buyer and Seller, their successors and permitted assigns.

21. **Waiver of Breach.** No waiver by either party of any breach of these conditions shall constitute a waiver of any other breach.

22. **Limitation of Actions.** Any action by Buyer for breach of Seller's obligations must be commenced within one year after the cause of action has accrued.

23. **Invalidity.** If any provision hereof is held to be invalid or otherwise unenforceable for any reason, all other terms and remaining conditions will continue to be in force.

24. **Credit Card Fee.** Payments made using a credit card will be charged an additional 4% fee.

25. **Language:** It is the express intention of the parties that these Terms and Conditions be written in the English language only. Il est dans l'intention expresse des parties que ces termes et conditions soient écrites dans la langue anglaise seulement.

26. **EU GDPR Compliance.** Seller affiliates are subject to the European Union's General Data Privacy Regulation [Regulation (EU) 2016/679] (the "GDPR") when acting as a "controller" or "processor" of "personal data" from an individual "data subject"

located in the European Union, as those terms are defined in the GDPR. Buyer acknowledges and agrees that it may be acting as a "processor" of "personal data" received from Seller under these Terms and Conditions of Sale and that all applicable requirements of the GDPR are incorporated by reference herein. Buyer represents and warrants that (1) it is aware of and understands its compliance obligations as either "Controller" or a "Processor" under GDPR; (2) it will process "personal data" received from Seller only in accordance with Seller instructions and only in compliance with GDPR; and (3) with regard to its obligations under these Terms and Conditions of Sales, it shall comply with all applicable requirements of the GDPR to the same extent as required for Seller. Additionally, the Buyer shall indemnify and hold Seller, its, directors, officers, affiliates, and employees harmless from and against any claims, demands, suits, damages, penalties, fines, or costs arising from any violation of GDPR by Buyer.

27. **Exclusive Forum, Applicable Law, Jurisdiction.** The Order is to be construed according to the laws of the State of North Carolina, excluding the provisions of the United Nations Convention on Contracts for the International Sale of Goods and any conflict of laws provisions that would require application of another choice of law. North Carolina law shall govern any claim or dispute with Seller arising out of or in any way related to Seller's sale of the goods to Buyer. Buyer Agrees that exclusive jurisdiction for any claim or dispute with Seller arising out of or in any way related to Seller's sale of the goods to Buyer, including but not limited to enforcement of any arbitration award, shall be in the North Carolina Business Court located in Mecklenburg County, North Carolina.

28. **Affirmative Action & Pay Transparency Policy Statement.** This contractor and subcontractor shall abide by the requirements of 41 CFR Sections 60-1.4 (a), 60-300.5 (a) and 60-741.5 (a). These regulations prohibit discrimination against qualified individuals with disabilities, qualified protected veterans, and prohibit discrimination against all individuals based on their race, color, religion sex, or national origin. Moreover, these regulations require that covered prime contractors and subcontractors take affirmative action to employ and advance in employment individuals without regard to race, color, religion, sex, or national origin, protected status, or disability. This contractor and subcontractor shall abide by the employee notice requirements set forth in 29 CFR Part 471, Appendix A to Subpart A.

The contractor will not discharge or in any other manner discriminate against employees or applicants because they have inquired about, discussed, or disclosed their own pay or the pay of another employee or applicant. However, employees who have access to the compensation information of other employees or applicants as a part of their essential job functions cannot disclose the pay of other employees or applicants to individuals who do not otherwise have access to compensation information, unless the disclosure is (a) in response to a formal complaint or charge, (b) in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or (c) consistent with the contractor's legal duty to furnish information. 41 CFR 60-1.35(c)

29. **Entire Agreement.** These General Terms and Conditions of Sale, together with any conflicting and/or supplemental Buyer term(s) expressly accepted by Seller in writing, are the final and complete statement of the agreement between the Parties with respect to the subject matter hereof and supersede and replace all prior or contemporaneous offers, negotiations, discussions, statements, representations, warranties, promises, covenants, agreements, arrangements or understandings between the Parties with respect to the subject matter hereof.