



CUSTOMER TERMS AND CONDITIONS

ITAR Registered

Certified to: ISO 9001, ISO 14001, IATF 16949, AS9100

US Military / Aerospace / Proprietary Parts: As a global company operating in the United States, OGS Industries is governed by US export control rules and regulations regarding the export and/or re-export of products, spare parts, accessories, software, training materials and technical data. It is the policy of OGS Industries that under no circumstances will sales be made contrary to U.S. export control laws and regulations or the policies and procedures of OGS Industries own Export Management and Compliance Program.

1. **ENFORCEABLE CONTRACT:** These Terms and Conditions (this “Agreement”) are agreed to by and between OHIO GASKET AND SHIM CO., INC., an Ohio corporation and/or its affiliates (“COMPANY”) and the party (“Customer”) as may be specified in the quotation provided by COMPANY (the “Quotation”) or as may have delivered a purchase order to COMPANY, and relate to all sales of products from COMPANY to Customer from time to time thereafter. This Agreement and any other terms set forth in COMPANY’s Quotation (collectively referred to herein as the “Contract”) shall constitute the entire agreement between COMPANY and Customer. Customer’s assent to this Agreement set forth herein shall be conclusively presumed from Customer’s acceptance of the Quotation or presentation to COMPANY of a purchase order. The Contract constitutes the entire agreement between the parties and all prior and contemporaneous negotiations, understandings, and agreements, whether oral or written, are merged herein and the rights and obligations of the parties shall be as set forth as follows, regardless of any terms contained on any writing originated from Customer, including without limitation Customer’s purchase order. COMPANY rejects and objects to any of Customer’s inconsistent or additional terms. COMPANY’s failure to further object to provisions contained in Customer’s form or other communications shall not be deemed an acceptance thereof. Where there may be a conflict between this Agreement and the Quotation, the Quotation shall control.

2. **PRICE AND PAYMENT:** Prices do not include sales, use, excise or any similar tax. Any tax or other government charge upon the production, sale, shipment or use of the product which COMPANY is required to pay or collect from Customer shall be paid by Customer to COMPANY unless Customer furnishes COMPANY with a tax exemption certificate acceptable to the applicable taxing authority. Customer shall be responsible for obtaining any necessary governmental clearances, including import and foreign exchange licenses, which may be required by any government other than the United States. Prices are F.O.B. COMPANY’s plant of manufacture. Prices are shown herein and are subject to change without notice. Purchase prices are stated in United States Dollars and payment shall be in United States Currency. Payments are due net 45 days, provided, COMPANY reserves the right to modify or withdraw credit terms (if any) at any time without notice and to require guarantees, security or payment in advance of the amount of credit involved. COMPANY may charge \$35.00 per line item with respect to copies of the certifications provided by COMPANY’s raw material suppliers and outside process vendors. Mill certifications shall be quoted as requested and at an additional charge. COMPANY may charge a \$25.00 fee for receiving a wire transfer fee from Customer’s bank located outside the United States for payment for an order (in addition to any fees your bank charges to Customer). There is no charge for ACH payments for banks that are located within the United States.



COMPANY will increase the price by 3% for all payments made through MasterCard or Visa (COMPANY does not accept any other cards).

3. **DELIVERY AND INSPECTION:** Unless otherwise agreed, all products delivered to Customer will be packed for transportation in accordance with COMPANY's standard packing procedures for such product(s). Any dates set out in the Quotation are approximate only, unless otherwise expressly stated in writing, and the time of delivery shall not be of the essence. COMPANY may provide reasonable notice of when the product(s) are available for delivery. COMPANY shall have the right to make delivery or complete performance of any order prior to the time set forth in the Quotation. Customer shall immediately inspect COMPANY's product upon delivery at Customer's location. No inspection shall be permitted at COMPANY's location, so as to ensure the non-disclosure of information concerning confidential work, processes, and methods of manufacture conducted in COMPANY's plant.

4. **TITLE AND RISK:** The risk in the products shall pass to Customer upon completion at COMPANY's location and transfer to common carrier. Title to the goods shall not pass to Customer until COMPANY has received payment in full (in cash or cleared funds) for the products, and any other products or services that COMPANY has supplied to Customer in respect of which payment has become due.

5. **EXPRESS WARRANTY:** All products sold hereunder are warranted for a thirty (30) day period to substantially conform to Customer's specifications at the time of delivery (any products not meeting such standard being referred to herein as "Nonconforming Products"), subject to the limitations contained herein. This express warranty is in lieu of and excludes all other warranties, express or implied, and is given to Customer exclusively, and to no others. Nonconforming Products may be returned by customer to COMPANY after inspection by COMPANY, or upon authority from COMPANY without inspection, after receiving return shipping instructions from COMPANY. Packaging of Nonconforming Products shall conform to the same methods employed by COMPANY in shipping to Customer. Credit will not be allowed for returned Products damaged beyond the original defects, which damage was occasioned by carelessness of Customer or third parties, or improper packaging for return. The sole remedy for Nonconforming Products will be replaced or repaired without charge, but COMPANY shall not be liable for deficiencies and/or damage which are the result, among other things, of objects implemented by Customer, wear and tear, faulty assembly/faulty putting into service by Customer or by third parties, faulty or negligent handling, damage during shipment, unsuitable or undue utilization, excessive operational load, disregarding of COMPANY utilization or instruction manuals, unsuitable operational resources, modifications and/or repairs not approved by COMPANY, repairs etc. effected by Customer or third parties, excessive storage time and other circumstances lying within Customer's sphere of influence including implementing material, instructions given by Customer, etc. The liability of COMPANY to Customer is expressly limited to the replacement or repair of Nonconforming Products. Every claim on account of the express warranty set forth herein, or for any other cause, shall be deemed waived by Customer unless made in writing to COMPANY within thirty (30) days from Customer's date of the receipt of the product to which such claim relates. **CUSTOMER HEREBY WAIVES ANY AND ALL EXPRESS WARRANTIES NOT WRITTEN HEREIN AND ANY IMPLIED WARRANTIES, INCLUDING WITHOUT LIMITATION THE IMPLIED WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE AND THE**



IMPLIED WARRANTY OF MERCHANTABILITY, AND ANY REMEDIES NOT OTHERWISE STATED HEREIN.

6. **CUSTOM-MADE PRODUCTS:** As used herein, a “custom-made product” shall mean a product (including materials used therein) that (a) COMPANY has designed, crafted, or begun to design, craft, or acquire materials for, and (b) either (i) is designed to specifications for a particular customer or (ii) is not suitable for a broader market. Whereas COMPANY may have no alternative use for a custom-made product, the parties agree that Customer shall have no right to cancel an order for any custom-made product, seek to return a custom-made product, or obtain a refund. Customer shall owe the full purchase price for a custom-made product, even if such a product is not ultimately shipped. If a customer cancels an order for a product that is not a custom-made product, then COMPANY may attempt in its sole discretion to resell such product, and if such product is re-sold, then Customer shall owe COMPANY the difference between the Customer’s agreed sale price and the later sale price, plus costs of the re-sale transaction. If COMPANY shall have not sold such a product within sixty (60) days of Customer’s cancellation, then Customer shall owe the full purchase price, and COMPANY shall have no duty to account to Customer for the proceeds of a later sale, irrespective of the perceived prospects for a later sale. Upon cancellation, Customer disclaims all rights to claim title to a product, whether custom-made or otherwise.

7. **REMEDIES FOR CUSTOMER BREACH:** If Customer shall fail to timely pay all sums due to COMPANY or shall otherwise breach, then Customer shall reimburse COMPANY for all of its reasonable attorney’s fees and costs incurred in and leading up to such action, including appeals and defense of any counterclaims or other claims. Any sums not paid by Customer when due shall accrue interest at a rate of one and one-half percent (1.5%) per month.

8. **INDEMNITY:** Customer hereby indemnifies COMPANY and its affiliates and subsidiaries (including their respective agents, directors, employees, officers, shareholders, subcontractors, attorneys, successors and assigns) against all liabilities, claims, losses and damages of any nature, including, but not limited to, all expenses (including legal fees), costs, and judgments for property damage or injury to or death of any person and any other direct, indirect, incidental, consequential, economic or statutory civil damages, any of which arise out of or are in any way related to the provision of the products or other services pursuant to this Contract. This indemnity shall specifically include (but not be limited by) the use, operation, repair, maintenance, or disposition of products provided under the Contract, whether or not arising from breach of contract, strict liability or tort (including negligence, gross negligence, reckless and more culpable conduct), provided that nothing in this Section shall require Customer to indemnify COMPANY for claims or liabilities arising from the willful misconduct of COMPANY. Customer shall carry and maintain such insurance in full force and effect and in types and amounts as would be carried by prudent companies engaged in Customer’s industry. Such policies of insurance shall be primary with respect to the indemnities of Customer set forth in the Contract, and shall contain waivers of subrogation of the insurers in favor of the COMPANY indemnitees listed above. Customer will provide COMPANY with certificates of insurance as may be requested by COMPANY from time to time.

9. **MATERIALS AND EQUIPMENT:** Any equipment (including jigs, dies, tools and accessories for manufacture) which COMPANY constructs or acquires in connection with the



Contract, notwithstanding any charge therefore, are to be and remain COMPANY's property and in COMPANY's possession and control, and COMPANY may use the same in any manner. When for two consecutive years no orders are received for products to be made from such equipment, the equipment may be treated as obsolete and destroyed or sold by COMPANY without notice or obligation to Customer. COMPANY shall have no responsibility or liability for loss or damage to any materials or equipment owned or furnished by Customer for any cause beyond COMPANY's reasonable control.

10. **LIMITATION OF LIABILITY:** COMPANY shall under no circumstances whatsoever be liable to Customer, whether in contract, tort (including negligence), breach of statutory duty, or otherwise, for any loss of profit, or any indirect or consequential loss arising under or in connection with the Contract. COMPANY's total liability to Customer arising under or in connection with the Contract, whether in contract, tort (including negligence), breach of statutory duty, or otherwise, shall in no circumstances exceed one hundred and twenty percent (120%) of the total sums actually and timely paid by Customer in connection with such products. This limitation of liability is in addition to, and not a replacement of, the limitation set forth in Section 5 ("Express Warranty") hereof.

11. **DELAY:** COMPANY will not be liable in any way in respect of late delivery, howsoever caused, or for any delay in performance due to causes beyond COMPANY's reasonable control including, without limitation, embargoes, blockages, seizures or freeze of assets, epidemic or pandemic, delays or refusals to grant export or import licenses or the suspension or revocation thereof, or any other acts or omissions of government, fires, floods, severe weather, or any other acts of God, quarantines, labor shortages, strikes, or lockouts, riots, insurrection, civil disobedience or acts of criminals or terrorists, war, material shortages or delays in delivery by third parties and, in the event of such delay the date of delivery shall be extended for a period of time as may be reasonably necessary to compensate for any such delay. The parties acknowledge that the payment of money is not an action for which such force majeure events shall hinder performance, and Customer shall not have a right to delay or suspend performance due to such causes of force majeure. Customer shall be bound to accept the products when available.

12. **GOVERNMENTAL AUTHORIZATIONS:** Unless specified otherwise in the Quotation, Customer shall be the importer or exporter of record and, at Customer's sole cost and expense, shall be responsible for timely obtaining any required governmental authorization such as an import license, export license, exchange permit or any other required governmental authorization. All export documentation required per 15 CFR parts 300-799 and related Automated Export Filing Requirements will be quoted at an additional cost.

13. **GOVERNING LAW AND JURISDICTION:** This dispute shall be governed by the laws of the State of Ohio, irrespective of the principles of the conflicts of laws. Any action or proceeding seeking to enforce any provision of, or based on any right arising out of, the Contract shall be initiated only in state or federal courts located in Summit County, Ohio. The parties consent to such jurisdiction and waive any argument that another forum would be more convenient.

Last revised: May 25, 2023