PHILLIPS PRECISION, INC.
PRODUCTS DIVISION
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STANDARD TERMS AND CONDITIONS OF SALE

1. **DEFINITIONS**. "Seller" shall mean Weyland Group LLC DBA Phillips Precision. "Buyer" shall mean Seller's customer as described in any proposal, quotation, invoice or order acknowledgement accepted by Seller.

2. **EFFECT OF TERMS AND CONDITIONS**. The terms and conditions contained herein shall apply to each sale by Seller to Buyer of products, equipment, services, custom engineering work, and/or parts (collectively, the "Goods") as well as to each associated proposal, quotation, invoice or order acknowledgment provided by Seller to Buyer. Such terms and conditions shall supersede all prior oral or written statements or documents made with respect to the subject matter contained herein. The terms and conditions contained herein as well as in any proposal, quotation, invoice or order acknowledgment provided by Seller to Buyer shall also supersede any terms or conditions contained in any purchase order or other communication provided by Buyer to Seller. Any terms or conditions not specifically contained herein or in any proposal, quotation, invoice or order acknowledgment provided by Buyer to Seller shall be inapplicable to any transactions between Seller and Buyer, and Seller hereby specifically notifies Buyer of its objection to all terms and conditions not specifically contained herein or not contained in any proposal, quotation, invoice or order acknowledgment provided by Seller to Buyer. All orders are subject to acceptance by Seller, which acceptance is expressly conditioned upon: a) receipt of an Order Acknowledgement from Seller; and (b) Buyer's acceptance of these Terms and Conditions. Any conflicting terms proposed by Buyer shall not be binding unless agreed to in writing by Seller.

3. **PRICES AND TAXES**. All prices for the Goods, as listed in any proposal, quotation, invoice or order acknowledgment provided by Seller to Buyer are quoted in U.S. Dollars, and unless otherwise indicated, are valid for 30 days, and are exclusive of all current and future federal, state, municipal or other governmental excise, sales, use or other taxes as well as any tariffs applicable to the Goods. Such taxes, when applicable, will be paid by Buyer and will appear as separate, additional items on each invoice provided by Seller to Buyer unless Buyer provides Seller with a tax exemption certificate acceptable to the applicable taxing authorities. Prices are based on costs and market conditions existing on the date of proposal, quotation, invoice or order acknowledgment and are subject to change by Seller prior to the date of invoice if such costs and market conditions should change. Prices quoted are exclusive of freight charges, unless otherwise indicated.

4. **TERMS OF PAYMENT**. Payment for any order placed by Buyer and accepted by Seller shall be due within thirty (30) days from the date that Seller submits an associated invoice to Buyer, unless otherwise agreed to in writing by Seller. Invoices shall be submitted by Seller to Buyer on the date that Seller ships any Goods to Buyer. In the event Buyer fails to pay any invoice in full within such 30-day

period, any overdue amount shall bear interest at the rate of one- and one-half percent (1.5%) per month until paid in full. Additionally, if Buyer fails to pay any invoice in accordance with this paragraph, in addition to any other amounts owed hereunder, Buyer shall pay all costs and expenses incurred by Seller in the course of collection, including, without limitation, all reasonable attorneys' fees incurred by Seller.

If payment is in the form of a check or draft and the check is returned for insufficient funds or is refused by any bank, a service charge of $30 will be payable by Buyer to Seller.

If Seller determines, in Seller's sole discretion, that Buyer is financially unstable, if Seller has reasonable doubts as to Buyer's financial responsibility, or if Buyer is past due on any payment or other amount owing hereunder, Seller reserves the right, without liability and without prejudice to any other remedies, (a) to suspend performance, decline shipment, or stop any material in transit, until Seller receives payment of all amounts owing from Buyer and (b) to require that Buyer pay all amounts in full prior to Seller shipping any Goods with respect to future purchases.

5. **LEAD TIMES**. Buyer acknowledges that the lead times for Seller's production and delivery of any Goods shall be as specified in any order acknowledgment submitted by Seller to Buyer. Buyer further acknowledges that such lead times are for estimation purposes only, and Seller shall bear no liability for any loss resulting to Buyer due to Seller's failure to meet such lead times, provided that Seller produces and delivers the Goods within a reasonable time considering industry standards and market conditions.

6. **DELIVERY**. Unless otherwise stated in any proposal, quotation, invoice or order acknowledgment submitted by Seller to Buyer, all Goods furnished hereunder will be shipped F.O.B. point of origin at Seller's place of business. Title to, right of possession, and risk of loss or damage to such Goods shall pass to Buyer upon Seller's release of any such Goods for shipment. Buyer shall be responsible for any insurance with respect to such shipments and shall also be responsible for making any and all claims with any common carrier resulting from delay, non-delivery, damage or loss to the Goods shipped. Unless otherwise stated in any proposal, quotation, invoice or order acknowledgment submitted by Seller to Buyer, the cost of all freight charges will be the responsibility of Buyer and shall be payable in accordance with Section 4 above. Freight charges are subject to change without notice. Freight will be charged at the rate in effect at the time of shipment. Unless otherwise indicated, the Goods will be shipped by dry van freight.

7. **INSPECTION AND RETURNS**. Buyer acknowledges that it shall inspect the Goods upon receipt. Any claim for shortages, defects, or nonconformance must be made in writing within 5 business days of delivery. Failure to notify Seller within this period constitutes acceptance of the goods as-is.

New, ***unused*** products may be returned within 30 days of delivery via original order channel (distributor or manufacturer) and in original packaging. Product cannot be returned without prior authorization (RMA) and is subject to full inspection upon return. Following Seller's inspection of returned product, Seller shall have the sole discretion to provide a refund subject to the following conditions:

Products returned in new, fully wrapped, resalable condition will receive a 100% refund.
Products returned in resalable condition will receive an 80% refund.
Products returned damaged are not eligible for a refund. NOTE: This INCLUDES shipping damage, so treat

all items with care and wrap securely for return shipping.

Processing fees, shipping, or other associated costs will be deducted from the refund. (Double checking specifications and the accuracy of item numbers is advised prior to submitting orders.)

International orders, orders outside of the Continental United States, Custom fixtures, including Custom Engineering Work (defined below) and modified product including fixtures, clamps, plates, and rails are non-refundable. Seller reserves the right to take action at its discretion.

8. **MAINTENANCE.** Buyer acknowledges that any Goods sold hereunder must be periodically maintained. Said periodic maintenance shall be the sole responsibility of Buyer and shall be done in accordance with Seller's recommendations or accepted industry standards. Buyer's failure to perform periodic maintenance shall void Seller's warranty responsibilities.

9. **FORCE MAJEURE**. Seller shall not be liable for, and Buyer shall have no rights with respect to any delay or failure in performance or non-performance which is due to acts beyond Seller's reasonable control. Such acts shall include, but shall in no way be limited to, acts of God, acts of third parties, acts of governmental authorities or any agencies or commissions thereof, acts of war, pandemics, accidents, breakdowns of equipment, strikes, lockouts, riots, fires, communication line failures, or other interferences with production and the supply or transportation of products, raw materials or components.

10. **CHANGE ORDERS**. Any changes to an order (e.g., design, quantity, delivery schedule) must be submitted in writing and are subject to Seller's approval, as well as potential pricing and lead time adjustments as determined by Seller.

11. **CANCELLATION**. Orders may only be canceled with Seller's consent in writing. Buyer shall be responsible for all work-in-process, labor, tooling, material costs, and will be subject to a cancellation and/or restocking fee of twenty-five percent (25%) of the agreed purchase price of the Goods up to the full value of the agreed purchase price of the Goods, which shall be determined by Seller. Payment of this cancellation fee is due 30 days following Buyer's cancellation.

12. **TOOLING AND FIXTURES; CUSTOMER-SUPPLIED MATERIALS**. Unless specifically purchased by Buyer, all tooling, fixturing, and setup materials remain the property of Seller, even if partially charged to Buyer. If Buyer supplies materials for machining, Seller is not liable for any defects or loss caused by Buyer's materials. Buyer expressly assumes all risk for parts or materials it supplies to Seller.

13. **LIMITED WARRANTY.** All Goods sold are subject to Seller's Limited Warranty Statement, a copy of which is available at **https://phillips-precision.com/** (the "Warranty").

EXCEPT FOR THE WARRANTY SET FORTH HEREIN, SELLER MAKES NO WARRANTY WHATSOEVER WITH RESPECT TO THE GOODS, INCLUDING ANY WARRANTY OF MERCHANTABILITY OR WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE, WHETHER EXPRESS OR IMPLIED BY LAW, COURSE OF DEALING, COURSE OF PERFORMANCE, USAGE OF TRADE OR OTHERWISE.

THE FOREGOING STATES THE ENTIRE WARRANTY LIABILITY OF SELLER.

14. **BUYER'S WARRANTY**. By accepting the goods, Buyer warrants that it is solvent as of the date of shipment. With respect to goods delivered hereunder, Buyer agrees to accept responsibility for (i) their selection to achieve Buyer's intended results, (ii) their use, (iii) the results obtained therefrom, and (iv) the selection of, use of and results obtained from any equipment, programs or services not provided by Seller and used in connection with Goods delivered hereunder. Buyer acknowledges and agrees that Seller's warranty is limited to that set forth in Section 13 and that Buyer is solely responsible for any warranty made by Buyer when reselling or otherwise transferring the goods to any third party.

15. **LIMITATION OF REMEDIES AND LIABILITIES**. Buyer agrees that Seller's liability and Buyer's sole and exclusive remedy pursuant to any claim of any kind, including but not limited to a claim in contract, negligence or strict liability, brought against Seller, shall be (a) the repair or replacement, at Seller's option, of defective Goods, or (b) a refund of the price allocable to the defective Goods if Seller is unable to effectively repair, replace or correct the defect in a reasonable time after using Seller's best efforts. UNDER NO CIRCUMSTANCES SHALL SELLER HAVE ANY LIABILITY WHATSOEVER FOR SPECIAL, INCIDENTAL, INDIRECT, CONSEQUENTIAL OR EXEMPLARY DAMAGES INCLUDING, BUT NOT LIMITED TO, LOSS OF PROFITS, PRODUCTION DOWN TIME, FACTORY SHUT DOWNS, COST OF ANY SUBSTITUTE FOR THE GOODS, CLAIMS OF THIRD PARTIES, OR INJURY TO PERSON OR PROPERTY.

16. **LIMITATION OF FUNCTIONAL LIFESPAN.** It is understood by you the end user that plastic clamping components, magnets used in fixture plates, and other inspection components have limited functional life spans. In no way shall Seller. be liable for damage to equipment, personnel or death for products used past their functional lifespan. In no way shall Seller be liable for machinery down time, property damage, product damage, inventory damage or any other charges incurred by you the user for products used past their functional lifespan.

17. **INTELLECTUAL PROPERTY RIGHTS**. In the event that Seller provides design services or custom engineering work ("Custom Engineering Work") for Buyer, all intellectual property rights, including copyrights, patents, patent disclosures and inventions (whether patentable or not), trademarks, service marks, trade secrets, know-how and other confidential information, trade dress, trade names, logos, corporate names, and domain names, together with all of the goodwill associated therewith, derivative works and all other rights (collectively, "Intellectual Property Rights") in and to all documents, work product, and other materials that are delivered to Buyer under this Agreement or prepared by or on behalf of Seller, including any items identified as such in any purchase order, quotation, invoice or order acknowledgment, (collectively, the "Deliverables") except for any Confidential Information of Buyer or Buyer materials shall be owned by Seller. Upon completion of the full scope of work outlined in any associated proposal, quotation, invoice or order acknowledgment, Seller hereby grants Buyer a license to use all Intellectual Property Rights free of additional charge and on a non-exclusive, worldwide, non-transferable, non-sublicensable, fully paid-up, royalty-free, and perpetual basis to the extent necessary to enable Buyer to make reasonable use of the Deliverables and the services provided hereunder. If the full scope of work in any associated proposal, quotation, invoice or order acknowledgment is not completed, the Intellectual Property Rights remain the exclusive property of Seller and shall not be replicated or reproduced by anyone other than Seller.

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20. **GENERAL CONDITIONS**. (a) No modification, amendment, rescission, discharge, abandonment or waiver of these terms and conditions shall be binding upon Seller unless set forth in writing and signed by the President or a Vice President of Seller. (b) Neither party may assign these terms and conditions without the written consent of the other party, except that Seller may assign these terms and conditions without Buyer's consent to any company with which it merges or to which it sells all or substantially all of its assets. (c) Unless specifically purchased by Buyer, all tooling, fixturing, and setup materials remain the property of Seller, even if partially charged to Buyer. (d) Any technical data, drawings, or proprietary information provided by Seller remain the property of Seller and may not be disclosed or used without prior written permission. (e) Both parties agree to keep confidential all proprietary information exchanged as part of the order, including specifications, pricing, and customer data. (f) These terms and conditions shall be governed by and construed in accordance with the laws of the State of Ohio, and any contract resulting here from shall be deemed to be made in the State of Ohio, and Seller and Buyer hereby consent to the exclusive jurisdiction of the courts of the State of Ohio located in Hamilton County, with respect to any controversy or claim arising out of, or relating to, any contract resulting from these terms and conditions.

21. **ENTIRE AGREEMENT**. These terms and conditions constitute the entire agreement between Seller and Buyer with respect to the subject matter hereof and supersede all prior or contemporaneous communications, whether oral or written.