

## TERMS AND CONDITIONS OF SALE FOR EI6 COMPANIES

### 1. Applicability.

(a) These terms and conditions of sale (these “Terms”) are the only terms that govern the sale of goods (the “Products”) by Ei6 Trading, Ei6 Powder, Ei6 Machining, or any other affiliate thereof (individually and collectively, “Seller”). “You” and “your” refer to the buyer of the goods (the “Buyer”). Notwithstanding anything to the contrary herein, if a written contract signed by Seller is in existence covering the sale of Products covered hereby, the terms and conditions of said contract shall prevail, but only to the extent they are inconsistent with these Terms. Seller’s acceptance of Buyer’s purchase order is expressly conditioned on Buyer’s acceptance of these Terms governing all transactions between Buyer and Seller.

(b) Unless Buyer objects to these Terms in writing upon receipt of the Products, Buyer’s acceptance of the Products is deemed to be Buyer’s acceptance of these Terms. Seller’s failure to object to additional or different terms is not a waiver of these Terms. Any modification, amendment, exception, or addition to the Terms must be in writing and signed by both Buyer and Seller.

### 2. Price, Taxes, and Other Charges.

(a) In exchange and consideration for the Products, Seller agrees to pay the prices stated in the quote, accepted purchase order, or other document signed by Seller (the “Order Confirmation”). If Seller delivers to Buyer a quantity of Products of up to 5% more or less than the quantity set forth in the Order Confirmation, Buyer shall not be entitled to object to or reject the Products or any portion of them by reason of the surplus or shortfall and shall pay for such Products at the price set forth in the Order Confirmation adjusted pro rata.

(b) All prices are exclusive of all sales, use and excise taxes, duties, tariffs, surety bond premiums, bank guarantee costs, and any other charges imposed by any governmental authority, except where the law otherwise provides. Buyer shall be responsible for all such charges, costs, and taxes; provided, that, Buyer shall not be responsible for any taxes imposed on, or with respect to, Seller’s income, revenues, gross receipts, personal or real property, or other assets.

### 3. Delivery, Risk of Loss, and Title.

(a) The Products shall be delivered in conformance with the terms stated in the Order Confirmation. If the Order Confirmation is silent as to delivery terms, the Products will be delivered within a reasonable time after receipt of Buyer’s purchase order, subject to availability. Seller shall use reasonable best efforts to meet the applicable delivery dates. If delivery is at Seller’s expense, Seller reserves the right to select the means of transportation and delivery.

(b) Legal title and risk of loss shall pass to Buyer upon delivery of the Products, pursuant to the applicable delivery terms, even if Seller pays the freight or insures the Products.

4. Inspection and Acceptance. Buyer shall promptly perform a visual inspection of the Products upon delivery. Buyer shall be deemed to have unconditionally accepted the Products, unless it notifies Seller in writing of any nonconforming Products within thirty (30) days of delivery of the Products or shipments. Buyer must have a written return authorization from Seller to return any Products.

5. Payment.

(a) Buyer shall pay the full price of the Products purchased as set forth in Seller's quote or invoice within thirty (30) days from the date of invoice, with no right to set off unless otherwise expressly agreed to in writing by Seller.

(b) Purchaser shall use best business practices when initiating payments to Seller. Purchaser shall establish internal protocols to verify any notice of change of Seller's bank or payee account, to prevent payments to third parties due to fraudulent "phishing" or payments to third parties due to fraudulent "phishing" or email hacking. This includes Purchaser's independent verification of any purported wire or ACH transfer instructions claiming changes in Seller's payment information or procedures (bank account changes, change in payee, etc.). Purchaser shall verify any such purported payment changes by telephone, video conference or in-person verification with Seller's accounting department, sales manager or executive officers. Purchaser shall be responsible for all damages arising from its failure to independently verify changes to Seller's bank or payment account, as well as Purchaser's payments remitted to third parties due to fraudulent intervention.

(c) Credit card payments shall be charged an eight percent (8%) processing fee.

6. Warranty.

(a) Seller expressly warrants as follows:

- (i) Each Product meets Seller's written specifications. Unless otherwise agreed in writing, Product dimensions are nominal and subject to our standard tolerances. In the event of a non-conforming Product, Buyer's sole remedy and Seller's sole responsibility under this Section 6(a)(i) is, at Seller's sole option, to repair, replace, or refund the price paid for all unaltered Products that do not meet our specifications at the time of delivery. Seller agrees to pay shipping costs for any returned Product only if Seller directs its return. If returned Product is determined to have been in conformity with the warranty, Buyer shall reimburse Seller for all costs of shipment.

- (ii) Products shall be delivered free of any rightful claim of infringement of any patent in force within the country where the Product is made or delivered. If Seller breaches this patent warranty, Seller will, at its expense and option, (a) procure for Buyer the right to continue using the Product, (b) replace it with a non-infringing Product, or (c) refund its purchase price (less reasonable depreciation for any period of use). The preceding sentence states Seller's entire liability for such infringement. This warranty shall not apply to any Product manufactured to Buyer's design, or to the use of any Products delivered hereunder in combination with other articles or materials or in the practice of any process.

(b) Any technical advice or assistance Seller provides is given without representation or warranty and is accepted at Buyer's sole cost and expense.

(c) EXCEPT AS EXPRESSLY SET FORTH HEREIN, SELLER HEREBY EXPRESSLY DISCLAIMS ALL REPRESENTATIONS AND WARRANTIES REGARDING THE PRODUCTS, WHETHER EXPRESS OR IMPLIED (EXCEPT TITLE), INCLUDING ANY REPRESENTATION OR WARRANTY IN REGARD TO QUALITY, PERFORMANCE, MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. ANY AND ALL IMPLIED WARRANTIES AGAINST INFRINGEMENT OF ANY UNITED STATES OR OTHER PATENT, OR INTELLECTUAL PROPERTY ARE DISCLAIMED AND EXCLUDED. THE WARRANTIES CONTAINED HEREIN EXTEND ONLY TO BUYER BUT ARE NOT TRANSFERABLE TO OTHER PARTIES.

(d) IN NO EVENT SHALL SELLER BE LIABLE FOR INDIRECT LOSS, SPECIAL OR CONSEQUENTIAL DAMAGES, LOSS ARISING FROM BUSINESS INTERRUPTION, LOSS OF REVENUE, PROFITS, DATA, OR ANTICIPATED SAVINGS, OR LOST OPPORTUNITY, WHETHER OR NOT CAUSED BY OR RESULTING FROM SELLER'S NEGLIGENCE. Seller's maximum liability for any claim of any kind, including claims based on defects in products and under product liability regulations, to the extent permitted by applicable law, shall be the purchase price paid for the product giving rise to the claim. Seller takes exception to and hereby objects to hold harmless, indemnity, or other provisions, express or implied, that seek to impose liability upon Seller.

7. Restocking. Product returns that are not warranty related shall be subject to the following restocking fees:

(a) Sales Value less crushable value for materials for returns of machined parts machined to Buyer's specifications or print;

(b) Thirty percent (30%) restocking fee for powders, electrodes, or specialty Products.

8. Force Majeure. Seller shall not be liable for delays or failures in performance due to events beyond Seller's reasonable control (a "Force Majeure Event"). Force Majeure Events include, without limitation, acts of God, weather conditions, natural catastrophes, floods, epidemics, pandemics, fires, war, sabotage, accidents, labor disputes or shortages, system failures, governmental laws or actions, import or export prohibitions or limitations, embargoes, blockades and inability to obtain material, equipment or transportation upon commercially reasonable terms. In any event, Seller may increase the price as a result of increases in raw material, energy, transportation or labor costs that Seller incurs before delivery of the product that makes performance commercially impractical, and Buyer may then cancel the undelivered portion of the order. Seller may reduce the quantities shipped or postpone the time for delivery due to such contingencies. Seller may allocate our available products among Buyer and other customers or for internal use in such manner as Seller, in its sole discretion, deems fit.
9. Assignment. Buyer shall not assign any of its rights or delegate any of its obligations under these Terms 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 these Terms.
10. Compliance with Laws. Each party shall comply at all times with the applicable laws governing its activities. Any commodities, technology, technical data, or software that Seller provides that are exported or re-exported from the destination of delivery shall be exported only in accordance with all applicable export laws, regulations, and directives, including as applicable export control laws (collectively, the "Export Regulations").
11. Applicable Law and Venue. The validity, interpretation and performance hereunder shall be governed by the laws of the State of Ohio, United States of America. The United Nations Convention for the International Sale of Goods shall have no application to transactions covered by these Terms. Any dispute that the parties cannot mutually resolve shall be subject exclusively to, and Buyer consents to, the jurisdiction of the competent state and federal courts in the county where the Seller is located. If any provision of these Terms is determined to be invalid, the remaining Terms shall remain in effect.