

FABRICATING SERVICES, INC.

GENERAL TERMS AND CONDITIONS OF SALE

Effective Date: (January 9, 2024)

These General Terms and Condition of Sale (these "Terms") are the only terms that govern the sale of goods by Fabricating Services, Inc. ("Fabricating Services" or "FabSrv") to you ("Customer").

- 1. Terms.** Fabricating Services may accept or reject any order for any reason in Fabricating Services' sole and absolute discretion. A binding sale contract will arise only when Fabricating Services confirms the Customer's order in writing. Price quotations or other communications from Fabricating Services do not constitute offers. Fabricating Services reserves the right to discontinue the manufacture or sale of any product at any time. These Terms supersede all prior or contemporaneous understandings, agreements, negotiations, representations and warranties, and communications, both written and oral, covering the subject matter hereof. These Terms prevail over any and all of Customer's general terms and conditions of purchase regardless of whether or when Customer has submitted its purchase order or such terms and all such terms and conditions are hereby rejected in their entirety. Fulfillment of Customer's order does not constitute acceptance of any of Customer's terms and conditions and does not serve to modify, amend or add to these Terms. Notwithstanding anything herein to the contrary, if a written contract signed by both parties is in existence covering the sale of the goods made hereby, the terms and conditions of such agreement shall prevail only to the extent they are inconsistent with these Terms. These Terms may be amended, altered or deviated from only with specific written consent from two (2) duly authorized corporate officers of Fabricating Services (one of which must be the President); provided, however, that a change to Delivery Terms (as hereinafter defined) may be made on a purchase order that is accepted by Fabricating Services in writing. Email communications shall **not** constitute a written amendment, alteration or deviation from these Terms.
- 2. Delivery and Quantity.** Shipping and delivery dates are estimated and non-binding unless a written confirmation from Fabricating Services (executed by two (2) duly authorized corporate officers of Fabricating Services (one of which must be the President)) expressly states to the contrary. Fabricating Services shall use commercially reasonable efforts to meet any such shipping and delivery dates, but FABRICATING SERVICES WILL NOT BE LIABLE FOR ANY DIRECT OR INDIRECT COSTS OR DAMAGES, INCLUDING WITHOUT LIMITATION LOST OF USE, LOST REVENUES OR LOST PROFITS, OR INCIDENTAL, SPECIAL, EXEMPLARY, PUNITIVE OR CONSEQUENTIAL DAMAGES, RESULTING FROM, ARISING FROM OR RELATING TO LATE DELIVERIES OR FAILURE TO DELIVER. Customer shall provide suitable roadways or approaches to points of delivery to the extent controlled by Customer.
- 3. Payment and Credit; Expenses; Rebates.** Customer shall pay in full for all goods ordered on its behalf in accordance with the payment terms printed on the invoice or confirmation submitted by Fabricating Services. Fabricating Services may establish the credit terms for Customer, and may change those terms, create or change credit limits, or cease extending credit from time to time in its sole discretion. Fabricating Services may require Customer to provide an updated credit application from time to time, and such updated credit application will be required before future orders are processed. Customer shall pay: (a) all costs for special packing, shipping or other handling requested by Customer and agreed to in writing by Fabricating Services, (b) extra charges of carriers for Customer delays in unloading trucks or containers (c) and other special

costs incurred by Fabricating Services as a result of special actions or requests by Customer (including, without limitation, expedited or premium shipping). Fabricating Services' then-standard service charge will be applied to each returned check. Customer shall pay all invoices regardless of any dispute that may exist as to delivered or undelivered goods and shall not otherwise withhold, offset or debit any amounts owed to Customer by Fabricating Services. Failure to pay an invoice by the due date or any breach by Customer of these Terms may result in a withholding, offset, debit or forfeiture of any rebate extended to Customer by Fabricating Services pursuant to any rebate agreement between the parties, at Fabricating Services' sole discretion.

4. **Termination; Late Payments; Consequences and Cost of Enforcement.** If the Customer (a) fails to make a payment when due, (b) becomes insolvent, (c) undergoes a change in ownership, (d) files a voluntary bankruptcy proceeding, or has an involuntary bankruptcy petition filed against it without obtaining a discharge of that petition within sixty (60) days, (e) has a receiver appointed over all or any of its assets, or (f) takes any other action that Fabricating Services determines in its sole discretion adversely impacts the conditions under which credit was extended, then Customer is in material breach of the contract and: (i) all amounts outstanding to all Fabricating Services companies will become due immediately; (ii) Fabricating Services has the right to suspend or cancel any pending orders; and (iii) Customer shall pay a finance charge on all amounts outstanding at a rate equal to amount currently charged by Fabricating Services, not to exceed the lesser of two percent (2%) per month or the highest rate permitted by applicable law, all without prejudice to any other rights or remedies at law or in equity that Fabricating Services may have, including any right to claim actual damages. Customer will pay all costs of collection of any amounts due to Fabricating Services, including court costs, reasonable fees and charges of attorneys and their firms (or in-house counsel) and other expenses. In the event of Customer's default, Fabricating Services may, in its sole discretion, apply any payments made first to attorneys' fees and any costs/expenses, then to any accrued and unpaid interest, and then to any remaining balance due and owing under the respective outstanding invoices.
5. **Risk of Loss.** The rights and obligations of Fabricating Services and Customer respectively with respect to shipment and delivery, risk of loss or damage and insurance (collectively, "Delivery Terms") shall be determined by reference to Incoterms 2020. For the avoidance of doubt, accommodations or expedited shipping (if agreed to in writing by FabSrv in accordance with these Terms) are excluded from "Delivery Terms" as defined herein. In the event that: (a) goods are picked up by Customer at Fabricating Services' warehouse, Delivery Terms shall be Ex Works Fabricating Services' Warehouse; (b) goods are shipped by Fabricating Services to Customer by Fabricating Services' own trucks, Delivery Terms shall be Delivered Duty Paid to Address Directed by Customer; (c) goods are shipped by Fabricating Services to Customer by commercial carrier, whether selected by Fabricating Services or Customer, Delivery Terms shall be Carriage and Insurance Paid to Fabricating Services' Warehouse; and (d) goods are drop shipped by Fabricating Services to an ultimate customer address, as directed by Customer, Delivery Terms shall be Carriage and Insurance Paid to Fabricating Services' Warehouse.
6. **Limits on Warranties and Damages.** Fabricating Services warrants that the goods will match the description set forth on the written order confirmation (or, if there is no written order confirmation, on the invoice). Fabricating Services hereby assigns to Customer any assignable or transferable manufacturers' warranties provided by the manufacturer of goods sold but not manufactured by Fabricating Services, if any, applicable to its purchases. Fabricating Services does not give any warranty with respect to goods manufactured by others. The warranties applicable to products manufactured by Fabricating Services are printed on the product packaging or on printed forms provided to Customer ("Warranty"). EXCEPT FOR THE FABSRV WARRANTY,

THERE ARE NO OTHER WARRANTIES, EXPRESS OR IMPLIED WITH RESPECT TO THE GOODS, INCLUDING ANY WARRANTY OF FITNESS FOR ANY PARTICULAR PURPOSE, WARRANTY OF MERCHANTABILITY, WARRANTY OF TITLE, OR WARRANTY AGAINST NON-INFRINGEMENT OF INTELLECTUAL PROPERTY RIGHTS OF THIRD PARTIES. Fabricating Services shall have no liability for defects, whether hidden or apparent, except for goods manufactured by Fabricating Services, in which case Fabricating Services shall have no such liability resulting from the improper use, installation, processing or treatment of the goods. Customer will be liable for any claim, damage or loss resulting from any failure to apply all professional and industry standards, customary instructions and written instructions from Fabricating Services or the manufacturer, if any, in relation to any goods. FABRICATING SERVICES WILL NOT BE LIABLE FOR DAMAGE CAUSED TO THIRD PARTIES, OR FOR CONSEQUENTIAL, INCIDENTAL, SPECIAL OR INDIRECT LOSS OR PUNITIVE DAMAGES. FABRICATING SERVICES'S SOLE LIABILITY UNDER WARRANTY OR CONTRACT, OR ON ANY OTHER BASIS, IS LIMITED TO EITHER REPLACEMENT OF THE GOOD OR A REFUND OF THE PURCHASE PRICE AT FABRICATING SERVICES'S SOLE OPTION. FABRICATING SERVICES WILL NOT BE LIABLE FOR ANY DIRECT OR INDIRECT COSTS OR DAMAGES RELATED TO LOST USE, REVENUE OR PROFITS, LABOR COSTS OR FOR CONSEQUENTIAL, INCIDENTAL, SPECIAL OR INDIRECT DAMAGES UNDER ANY CIRCUMSTANCES, REGARDLESS OF WHETHER ANY OF THE FOREGOING DAMAGES WERE FORESEEABLE. Nothing in this paragraph excludes or restricts liability for death or personal injury to the extent proximately caused by Fabricating Services' gross negligence or intentional misconduct. IN NO EVENT SHALL FABRICATING SERVICES BE RESPONSIBLE FOR ANY DIRECT OR INDIRECT COSTS OR DAMAGES, INCLUDING WITHOUT LIMITATION LOST USE, REVENUE OR PROFITS, OR INCIDENTAL, SPECIAL, EXEMPLARY, PUNITIVE OR CONSEQUENTIAL DAMAGES INCURRED BY CUSTOMER'S CLIENTS RESULTING FROM, ARISING FROM OR RELATED TO THE PURCHASE OF GOODS BY CUSTOMER, REGARDLESS OF WHETHER ANY OF THE FOREGOING DAMAGES WERE FORESEEABLE.

7. **Deadlines for Inspection, Claims and Returns.** Customer shall promptly check each delivery and shall note in writing on the bill of lading any discrepancies between the delivery and the bill of lading. Following inspection, Customer and the driver shall sign the bill of lading before the driver leaves Customer's premises, otherwise Fabricating Services will not give credit for any discrepancies. Customer shall inspect all goods purchased and notify Fabricating Services in writing of any claimed defect or non-conformity, other than latent or hidden defects, within twenty-four (24) hours after the day of delivery. In the absence of such notice, Customer will be deemed to have accepted the goods as delivered, and Fabricating Services shall have no liability whatsoever. Customer shall retain goods damaged in transit and defective goods for inspection by Fabricating Services for two (2) weeks after notifying Fabricating Services of the damage or defect, or longer if so requested by Fabricating Services, and shall return such goods to Fabricating Services at Fabricating Services' request and expense. Fabricating Services will have no liability whatsoever for any defect or non-conformity for which it is not notified, or if the relevant goods are not made available for inspection in the manner required by this Section. Goods may only be returned with the prior written approval of an authorized Fabricating Services representative, and subject to Fabricating Services' return policies, including handling charges. Fabricating Services may investigate the claim and make a decision whether to pay it, decline it, or offer a compromise amount in settlement. Fabricating Services reserves the right to reverse any claim decision, with properly documented information, which may result in a change in credit or debit to the Customer's account.

8. **Waivers and Unforeseen Events (Force Majeure).** A waiver by either party of a default will not be considered a continuing waiver but applies only to the specific provision and specific occurrence identified in the waiver which must be made in writing. Fabricating Services shall not be responsible for delays or other failures to perform when such delay or failure is caused by or results from acts or events beyond Fabricating Services' reasonable control, including, without limitation, the following: (a) national, regional or state emergencies, (b) war or threat of war, invasion, hostilities, terrorist acts or threats, riots or civil unrest, (c) strikes, lockouts or other labor stoppages, slowdowns, trouble or disturbances, (d) fire, flood or other casualty, natural disasters or acts of God (including, without limitation, adverse weather events), (e) epidemics, pandemics or acts of quarantine, (f) shortage or unavailability of raw materials or other supplies, (g) unavailability or delay of transportation, (h) cyber security threats, attacks or breaches, failure of computer systems or networks, or destruction or loss of electronic or other records, (i) government order, law, regulation or other action, (j) shortage or outage of adequate power facilities, (k) plant, line or equipment shutdown or production delays or failures, (l) contaminated raw materials or raw materials outside specifications provided by third parties, or (m) other causes, events or actions beyond Fabricating Services' control. Such events do not excuse Customer's payment obligations.
9. **Restricted Capacity and Allocation.** In the event Fabricating Services experiences a Restricted Capacity Event (as defined below), Fabricating Services shall give Customer prompt written notice of such Restricted Capacity Event and the anticipated duration of such Restricted Capacity Event. Fabricating Services shall use its commercially reasonable efforts to end or mitigate the Restricted Capacity Event and to resume full performance under these Terms as soon as commercially practicable. Upon and during the continuation of a Restricted Capacity Event, Fabricating Services shall be permitted to allocate available product among its customers in a commercially reasonable manner, taking into account the customer's geographic location, customer needs, Fabricating Services' total availability of product and total amount of outstanding orders, and the likelihood of the duration of the Restricted Capacity Event ("Allocation Procedures"). Fabricating Services shall have no liability to Customer upon and during the continuation of, or as a result of, a Restricted Capacity Event or the Allocation Procedures, including, without limitation, liability for any additional costs to Customer as a result of obtaining substitute goods. For purposes of this Section, "Restricted Capacity Event" shall mean an occurrence or event, or series of occurrences and events, that result, or could reasonably be expected to result, in Fabricating Services having available product in amounts that are less than any required, forecasted, or other amount to which Fabricating Services is obligated under these Terms or any other agreement or purchase order with Customer, whether or not foreseeable by Fabricating Services or Customer. Nothing herein shall prohibit Fabricating Services, at its election, from identifying an event as a Restricted Capacity Event even if such event may also qualify as a force majeure event under these Terms. Customer acknowledges and agrees that Restricted Capacity Events may have a prolonged adverse impact on Fabricating Services' product availability, and Allocation Procedures may be implemented by Fabricating Services for any duration that Fabricating Services deems necessary in its sole discretion.
10. **Purchase Money Security Interest.** As collateral security for the payment of the purchase price of the goods, Customer hereby grants to Fabricating Services a lien on and security interest in and to all of the right, title and interest of Customer to 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 of the foregoing. The security interest granted constitutes a purchase money security interest under the Uniform Commercial Code.

11. **Conflict Minerals.** Fabricating Services agrees to timely respond, following a reasonable due diligence inquiry, to any requests made by, or on behalf of, Customer for information on the source and chain of custody of any conflict minerals.
12. **Governing Law and Litigation.** The validity, construction and performance of this application and performance of each contract to which these Terms apply is governed by Indiana law (applied without regard to conflicts of law principles). The parties agree to the non-exclusive jurisdiction of the State and Federal courts in Indiana to hear any disputes relating to transactions between the parties, or each contract to which these Terms apply, without prejudice to Fabricating Services' right to bring litigation in the courts of Customer's location. FABRICATING SERVICES AND CUSTOMER VOLUNTARILY AND INTENTIONALLY WAIVE ANY RIGHT EITHER OF THEM MAY HAVE TO A TRIAL BY JURY IN ANY LITIGATION BASED UPON OR ARISING OUT OF EACH CONTRACT TO WHICH THESE TERMS APPLY.
13. **Anticorruption.** Customer shall comply with all applicable anti-bribery laws of the USA (including the Foreign Corrupt Practices Act) or other country. If Fabricating Services determines reasonably and in good faith that there has been a breach of any of these laws, Fabricating Services has the right unilaterally to withhold or delay payment of any monies owed to Customer and to suspend or cancel open orders or delivery of the goods at Fabricating Services' sole discretion.
14. **Export Control Regulations.** All goods of Fabricating Services are subject to the export control laws of the USA and Customer shall not divert or resell the goods contrary to such laws.
15. **Indemnification.** Customer shall indemnify, defend and hold Fabricating Services harmless from any and all claims, damages, losses and expenses (including attorneys' fees) arising out of Customer's (a) breach of these Terms, (b) possession, use, handling, storage, sale, processing or any disposition of the goods, and (c) errors, omissions, negligence or other wrongful conduct of Customer and its customers, employees, users, carriers, agents or subcontractors. In any matter to which this Section applies, Fabricating Services shall have the right to select and retain counsel of its own choosing, all at Customer's expense, and to participate in the defense. Customer shall not enter into a settlement agreement without Fabricating Services' prior written consent.
16. **Miscellaneous.** Customer will pay all sales, use, excise and other taxes, due with respect to sales by Fabricating Services. Customer may not assign any order or contract without Fabricating Services' prior written consent. If any term or condition contained herein is held by a court of competent jurisdiction to be unenforceable, the remaining terms and conditions shall remain in full force and effect. These Terms are binding upon and shall inure to the benefit of the respective successors and permitted assigns of the parties, but Customer shall not assign or otherwise transfer these Terms without the express prior written consent of Fabricating Services. Any attempted assignment or transfer without the required consent of Fabricating Services, including a change in control of Customer, will result in a material breach, subject to the terms of Section 4. Customer represents and warrants now, and with each order, (a) that it has the required funds immediately available for full payment of the ordered goods, and (b) that the signing or ordering party has the full authority to act in that capacity. These Terms are not a requirement contract, and nothing herein requires Customer to purchase from Fabricating Services, nor Fabricating Services to sell to Customer. All notices shall be delivered to the addresses provided by the respective parties on any Credit Application or other written agreement between the parties. Customer represents and warrants that it has had an opportunity to fully review the provisions of these Terms with attorneys of its own choice as a result of which the Customer acknowledges and agrees (y) that any rule of law that provides that ambiguities are to be construed against the drafting party shall not be employed in the interpretation of these Terms; and (z) that Customer is entering into

these Terms knowingly, voluntarily and of its own free will. Customer shall notify Fabricating Services in writing of any changes in ownership or structure of Customer, and it shall be a default under these Terms if Customer does not notify Fabricating Services of such change of ownership or structure thirty (30) days prior to such change.

17. **Fax/Email Authorization.** Customer authorizes Fabricating Services to fax and/or email Customer at its current location, as well as satellite locations, information concerning prices, sales and other possible data that pertains to Fabricating Services and/or Customer's business.