

TERMS AND CONDITIONS OF SALES

RISE MANUFACTURING, LLC

The following terms and conditions apply to all sales by Rise Manufacturing, LLC except to the extent that it agrees otherwise.

DEFINITIONS:

1. **SELLER:** Rise Manufacturing, LLC
2. **BUYER:** Any party who enters into a contract with Seller by which Seller agrees to produce or assemble goods for Buyer.
3. **TERMS OF AGREEMENT:** The specifications on the face hereof, together with the following terms and conditions, constitute the entire Agreement between Seller and Buyer. The terms and provisions of this acknowledgement shall be controlling. Any objections to any terms herein, including provisions which are in addition to or different from those contained in Buyer's forms, must be in writing and shall not be deemed timely unless received by Seller within seven (7) days from the date of mailing of this Agreement. If Buyer makes timely objection to any term herein, Seller shall have the right to withdraw its acceptance and this acknowledgement. Buyer's failure to object as specified will be deemed conclusive acceptance of all the terms and conditions of this acknowledgment. No acceptance by the Seller of any order shall be deemed to be an acceptance of any provision of the Buyer's purchase order form. No purchase order or written or oral agreement will modify this order, including these terms and conditions, unless specifically agreed to, in writing, by Seller. The invalidity of any provision of this Agreement will not affect the validity of any other provision.
4. **PRICE:** The price stated in Seller's quotation, unless Seller otherwise agrees in writing. However, the price does not include sales, use excise or other taxes or customer duties, costs of nonstandard packaging or insurance. Buyer shall pay such taxes and costs directly or reimburse Seller.
5. **SHIPMENT:** Unless otherwise expressly stated herein, the goods shall be shipped FOB Seller's facility. Title and risk of loss shall pass to Buyer upon delivery to the carrier. Unless otherwise directed by Buyer before the date of shipment, Seller may select any reasonable method of shipment. Seller reserves the right to make delivery in installments, unless otherwise expressly stipulated herein. All such installments shall be separately invoiced and paid for when due, without regard to subsequent deliveries. Delay in delivery of any installment shall not relieve Buyer of its obligation to accept remaining deliveries.
6. **DELAY:** Force Majeure. Delivery dates are approximate, dating from the receipt of all engineering and manufacturing information, and Seller shall have no liability to Buyer for Seller's delay or default in delivery due to strikes, secondary boycotts, riots, wars, accidents, fires, floods, explosions, vandalism, government embargoes, priorities or regulations, transportation delays, shortage of labor, fuel, materials, supplies, power transportation facilities or tooling capacity or other similar causes beyond Seller's reasonable control. Under no circumstances shall Seller have any liability for penalties or other consequential damages of any kind resulting

in whole or part from Seller's delay in delivering or failure to deliver any products to Buyer as agreed.

7. **PAYMENT:** Pre-payment of 20% will be invoiced upon acceptance of the Buyer's Purchase Order and an additional pre-payment of 20% will be invoiced upon completion of the First Article. Payment terms shall be 1% net 10 or net 30 days. Late payments shall be subject to an interest charge of the lower of 1 1/2% per month or the highest interest rate permissible by law, plus collection and attorney's fees. Buyer shall make no set-off deduction without Seller's written consent.
8. **CANCELLATION:** Any request for cancellation must be presented to Rise in writing. Rise may accept cancellation of an order for standard parts prior to standard lead time. Within standard lead time, cancellation may be refused or subject to a cancellation charge. Request for cancellation of any non-standard parts are subject to cancellation charges up to 100%. Blanket order cancellation will be based on the original ship schedule, not on subsequent delivery re-schedules.
9. **INDEMNIFICATION:** Buyer will indemnify and hold Seller harmless from, and defend Seller against, any loss, suit, claim or damage to persons or property arising out of this Agreement or Buyer's possession or use of the products provided, or any purchaser's possession or use of the products provided, which indemnity will survive the termination of this Agreement, provided that such loss, claim or damage was not caused solely by the fault of the Seller.
10. **REMEDY FOR NONCONFORMING GOODS:** If the material furnished to Buyer shall fail to conform to the contract, or to any expressed or implied warranty as stated herein, Seller, at his discretion, shall, within thirty (30) days of notice of said non-conformity, issue credit for or shall replace such non-conforming material at the original point of delivery and shall furnish instructions for the disposition of the nonconforming material. Any transportation charges involved in such disposition shall be for Seller's account. Buyer's exclusive and sole remedy on account of or in respect to the furnishing of material that does not conform to this contract, or so any expressed or implied warranty, shall be to secure credit or replacement thereof as aforesaid. Seller shall not, in any event, be liable for the cost of any labor expended on any such material or for any special, direct, indirect, incidental or consequential damages to anyone by reason of the fact that such material does not conform to this contract, or to any expressed or implied warranty herein. No claim of any kind will be considered on materials, which have been converted, changed, processed or used in manufacture.
11. **INSPECTION:** Prior to shipment. Buyer shall have the right and shall be given the opportunity to inspect the goods at the Seller's place of manufacture. Such inspection shall be so conducted, as not to interfere unreasonably with the Seller's operations, and consequent approval or rejection shall be made before shipment of the material. Notwithstanding the foregoing, if upon receipt of such material by Buyer, the same shall appear not to conform to the contract between Buyer and Seller, Buyer shall notify Seller, in writing, within thirty-five (35) days from date of shipment of the goods of such condition. Failure to give notice within the time specified shall constitute an irrevocable acceptance of the goods. No claims, of any kind, by Buyer shall be valid without notice, as specified. Buyer shall afford Seller a reasonable opportunity to inspect the material

and repair or replace any materials determined by Seller to be nonconforming, No material shall be returned without Seller's consent.

12. **INTELLECTUAL PROPERTY:** Any engineering performed including modifications to drawings or designs provided by Buyer will be and remain the property of Seller.
13. **WARRANTY:** Seller warrants that all goods manufactured by Seller will be free from defects in materials and workmanship under normal operating conditions for a period not to exceed 12 months. The warranty set forth above is inapplicable to and excludes any defect, damage, or malfunction resulting from (i) normal wear and tear, erosion, corrosion, (ii) misuse, negligence, or modification of the goods or any component by Buyer or its representative, (iii) repair service provided by third parties, (iv) failure by Buyer to follow installation or operating manuals or instructions, (v) failure of parts or components or services not provided by Seller, or (vi) any other cause outside Seller's reasonable control. This warranty will be voided by installation of unauthorized components into Seller's products. Replacement products may be refurbished or contain refurbished materials. If Seller, in its sole discretion, is unable to repair or replace the defective goods, it will refund the purchase price of the goods. Proof of date of delivery of the returned goods is required.

THE WARRANTIES AND REMEDIES STATED ABOVE BY SELLER ARE EXCLUSIVE AND IN LIEU OF ALL OTHERS, ORAL OR WRITTEN, EXPRESS OR IMPLIED. ANY AND ALL OTHER WARRANTIES, INCLUDING IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND NONINFRINGEMENT OF THIRD PARTY RIGHTS ARE

EXPRESSLY EXCLUDED

1. **LIABILITY:** The remedies set forth in these terms and conditions are exclusive, and Seller's liability under this contract shall in no event extend to indirect, punitive, incidental or consequential damages which Buyer may suffer or incur in connection with the contract between Buyer and Seller, including, but not limited to loss of profits, damages or losses resulting from Buyer's inability to fulfill contracts with third parties or loss of damages or losses resulting from Buyer's inability to fulfill contracts with third parties or loss of goodwill. Seller's liability under the contract between Buyer and Seller under any theory of law shall in no event exceed the purchase price of the goods in question.
2. **RETURNS:** No order may be cancelled, delivery date changed nor any goods returned to Seller without Seller's express written consent.
3. **ASSIGNMENT:** Without the express written consent of the other party, neither party may assign any of its rights or obligations in connection with the sale of the goods.
4. **CHANGES, MODIFICATION, WAIVER:** No change in specifications, drawings or delivery for the goods may be made without the prior written consent of Seller. These terms may be modified only in writing signed by an authorized representative of the Seller. Seller's waiver of Buyer's default under any term or condition shall not constitute a waiver of any further defaults.
5. **NOTICE:** Any notice to be provided to Seller hereunder must be in writing and transmitted by U.S. First Class Mail, or by facsimile with copy by U.S. First Class Mail, addressed to: Rise

Manufacturing, LLC, 1605 Iola, Broken Arrow, OK 74014 Attention: Vice President of Business Development.

6. **RoHS** (“restriction of hazardous substances”): All internal process material fabrication, machining and finishing operations controlled by Rise Manufacturing, LLC are fully compliant. However, if Buyer specifies the material and type of finish used, then Buyer is solely responsible for compliance since Seller does not have material specification control. If Buyer has questions concerning the directive or requires assistance in material selection for compliance, Seller will work with Buyer to determine the best alternatives necessary for correct selections.
7. **STORAGE FEES**: If Buyer does not take delivery by the date which Buyer requested, then Seller may impose a charge equal to 1.5% of the purchase price for each month after such date until Buyer takes delivery.
8. **GOVERNING LAW**: The contract between Seller and Buyer shall be governed by the laws of the State of Oklahoma. Buyer and Seller consent to the jurisdiction of the Courts of the State of Oklahoma with venue in Tulsa County, and any litigation involving the contract shall be commenced only in Tulsa County, State of Oklahoma.

ENTIRE AGREEMENT: The contract between Buyer and Seller, including these terms and conditions, constitutes the entire agreement between the parties with respect to its subject matter, and any prior contemporaneous communications or agreements other than any pre-existing blanket sales agreement are hereby superseded. The contract may not be terminated or modified by any party unless in writing, signed by both Seller and Buyer.

Rise follows approved ISO procedures; every customer order must be acknowledged and no orders may begin processing until Rise receives written customer approval or a new purchase order if any changes regarding delivery date(s), price(s) or necessary product descriptions are corrected from the purchase order on the order acknowledgement.