

## CENTURY SEALS INC. – Terms and Conditions

### I. APPLICABILITY

The content herein governs the sale of goods by Century Seals Inc. (Seller) to customer (Buyer).

Unless otherwise specified, these terms and conditions supersede all other sales conditions and circumstances.

This document takes precedence over oral, written, and all other communications between the buyer and seller that references/suggests additional or different exchange terms.

### II. ENTIRETY

The terms and conditions detailed in this document represents the final and complete understanding of the parties and may only be amended/revoked by a mutual written agreement.

### III. QUOTE / ORDER

Unless otherwise communicated via email (or other written media), quotes are valid for a period of 30 days.

### IV. PRICES / PAYMENT

Quoted prices do not include export taxes and duties.

Prices are quoted FOB point of shipment. Expedited shipping expenses shall be incurred at the cost of the buyer – Unless otherwise stated on Purchase Order. Default payment terms are due NET 30 days from date of invoice – Seller/Buyer reserve the right to agree upon alternate terms of payment. All adjusted payment terms shall be specified on the Purchase Order.

Gold Surcharge, if applicable, shall be determined and applied at the time of shipment.

### V. DELIVERY / FREIGHT

Blanket Orders require delivery of 100% of order quantity to be taken within 12 months ARO – An Alternate timeframe may be agreed upon in writing between buyer and seller during order review and acceptance.

Delivery Lead times are provided based on a best estimate/effort basis at the time of quotation and are subject to change, reflective of prior sales, raw material availability and current capacities.

Actual Delivery commitments are to be confirmed after receipt and acceptance of order.

### VI. LIMITED WARRANTY

Century Seals acknowledges liability of products against material defects, customer specified requirements, and/or workmanship for a period of 1 year from shipment receipt date.

Seller's obligation under warranty is limited to repair or replace at the seller's discretion.

The limited warranty will not apply to product which has been subject to misuse/mishandling, or the attempted and unauthorized repair or modification – This includes seller's product that has been unpackaged and further processed/manufactured, repackaged and shipped to destination not agreed upon on Purchase Order between Buyer and Seller.

All returns shall be authorized by the Seller regardless of receipt date or payment terms.

### VII. FAI / INSPECTION

Buyer's inspection and validation of received product shall be performed within a timely manner and the seller shall be notified of non-conforming material in writing (within the time specified in the limited warranty section)

Failing to report non-conforming/unsatisfactory material within the 1-year warranty period indicates to the seller, the material shipped and received is acceptable and the buyer owns the respective liability moving forward.

Buyers shall specify in the Purchase Order special requirements not expressly stated in their flow down clauses to the seller. This includes, but is not limited to:

- i. First Article Inspection Reports
- ii. Part Production Approval Processes
- iii. Special Processes/Testing
- iv. Certification/Documentation Requirements

The Buyer is responsible for the full cost of FAI Reports and PPAP documentation, if applicable – Written exemptions must be included on the PO and mutually agreed upon at order acceptance.

### VIII. TERMINATION

In the event the buyer breaches / defaults on the terms detailed herein the T&C document, the seller maintains the right to terminate in part, or whole, the applicable Purchase Order without liability

### IX. CANCELLATIONS

Order cancellations and delivery schedule extensions/changes may only be accepted with mutual buyer/seller consent.

Buyer shall be responsible for costs incurred on applicable purchase order, including those costs associated with the procurement of unique raw materials and/or externally sourced special processes.

### X. NOTICES

Generally speaking, the 'Notices' section herein, concerns accepted orders that may affect the seller as a result of the financial impact of procured material/process costs. In the event of an extended halt, interruption or withdrawal from buyer/seller communication, the seller reserves the right to initiate the following actions:

- I. Final Attempt via Phone or Email
- II. Written notice sent Certified Mail
- III. Return Receipt Requested

Unsuccessful delivery\* of the certified mail will be considered a breach of contract/terms and conditions; therefore, the seller shall cease work or terminate the open purchase order and the buyer can be held liable for accrued costs due to inadequate cancellation negotiation.

\* An Unsuccessful Delivery must meet one of the following criteria; 1) by an unclaimed return to the seller; or 2) failure/lack of acknowledgement or contact after receipt of certified mail.

### XI. CHANGES / WAIVER

Buyer changes to material, technical specifications, scheduling and delivery, or order cancellations can only be done through written documentation and acceptance of the Seller.

Unless otherwise specified, additional charges incurred during changes are the responsibility of the Buyer.

Seller must submit all waivers/requests in writing to the buyer and must be accepted prior to manufacturing product under remedied requirements.

### XII. CONFIDENTIALITY

Unless otherwise permitted by Buyer and/or Seller, CSI reserves the right to protect and maintain proprietary information if the associated document contents are determined to be intellectual property, therefore, restricted from public access.

The confidentiality clause applies to the buyers, sellers and applicable subcontractors/approved suppliers – Written approval must be documented if permission is granted to share sensitive information elsewhere

### XIII. MISCELLANEOUS

Special processes, unique material/tooling, and distinct equipment needs must be determined at the time of quoting/order review and acceptance.

The Buyer shall effectively communicate product requirements and the two parties will mutually establish pricing/provisions and associated cost coverage needed to satisfy product specifications.