

STANDARD TERMS AND CONDITIONS OF SALE AND LIMITED WARRANTY OF INTELICUT INC.

Revised: October 21, 2022

STANDARD TERMS AND CONDITIONS OF SALE AND LIMITED WARRANTY OF INTELICUT INC. ("Intellicut")

1. The customer (the "Customer"), by requesting that Intellicut provide certain services (the "Services") on the goods of the Customer (the "Goods"), hereby agrees that these Terms and Conditions of Sale & Limited Warranty (the "Terms") shall apply notwithstanding any contrary provisions contained in any document heretofore or hereafter delivered by Customer to Intellicut, including, without limitation, any purchase order, shipping document or acknowledgment form provided by Customer or its agents and even if such documents contain language mandating that the provisions contained in such documents override any contrary provisions contained in these Terms. By paying Intellicut's invoices for the Services, Customer agrees that these Terms shall apply to the Services covered by said invoice and that no provision stated herein shall be modified by any provision in any document presented by Customer at any time. Should Intellicut accept an offer by Customer for the performance of Services, Intellicut's acceptance is expressly conditioned on assent by Customer to these Terms.
2. Charges for the Services are due net 30 days from date of billing; unless otherwise noted and without any right of set-off unless otherwise mutually agreed, in writing, and signed by Customer and an authorized representative of Intellicut prior to the time the Services are rendered. Intellicut reserves the right on any past due accounts to (i) place past due accounts on C.O.D. (Cash On Delivery) status, (ii) suspend performance of any order for Customer and/or withhold delivery of any of the Customer's Goods without any liability or being considered to be in breach or default of its obligations under the Terms, (iii) exercise other remedies provided herein, by credit agreements between Customer and Intellicut, if any, and/or as otherwise permitted by law, and/or (iv) to charge interest at the greater of the maximum legal rate permitted by law or 18% per year (whichever is higher) until paid in full. Additionally, Intellicut shall be entitled to recover its costs, including reasonable attorney fees, to collect any amounts owed by Customer and for any action brought to enforce or interpret the terms hereof. All quotes by Intellicut will state validity dates.
3. **LIMITED WARRANTY.** Intellicut warrants that it will perform the Services in a good and workmanlike manner in accordance with the order agreed with Customer and that such Services will be free from material defect. It is the duty of Customer to inspect the Goods immediately upon their return, and all claims under these Terms must be reported prior to the earlier of (i) 30 days following the delivery of the Goods to Customer, or (ii) the time that the Goods are put to use or sold to others and before any further processing, assembling or other work has been done on said Goods (the "Warranty Period"). All claims for breach of warranty must be submitted in writing to Intellicut within the Warranty Period. All warranties are void if (i) the Goods are misused, abused, or modified following delivery thereof to Customer, (ii) the Goods are improperly or incorrectly stored after delivery to or collection by Customer, or (iii) Customer has made any use of the Goods after it first discovers (or should have reasonably been able to discover) that such Goods were damaged, defective or the subject of incorrect Services. **INTELICUT MAKES NO WARRANTY, EITHER EXPRESSED OR IMPLIED, THAT THE GOODS SERVICED BY INTELICUT SHALL BE MERCHANTABLE OR FIT OR SUITABLE FOR ANY PARTICULAR USE OR PURPOSE. INTELICUT MAKES NO OTHER WARRANTY, EXPRESS OR IMPLIED, EXCEPT AS IS EXPRESSLY SET FORTH HEREIN ALL SUCH OTHER WARRANTIES BEING HEREBY DISCLAIMED TO THE FULLEST EXTENT PERMITTED BY LAW.**
4. Intellicut shall not be liable for any special, indirect, incidental, consequential, liquidated or any other type of damages in connection with the Services to the Goods or for the breach of any of the obligations owed to Customer. Customer recognizes that there are certain hazards involved in the Services performed by Intellicut. Accordingly, in the event legal liability of Intellicut is established for any cause or reason whatsoever, including, without limitation for breach of warranty, the sole and exclusive liability of Intellicut and the exclusive remedy of Customer shall be for Intellicut, at its sole option, to re-perform the Services to the Goods at no charge or to provide Customer with an amount equal to Customer's documented direct and actual damages, provided such damages shall not exceed two times the amount of the original charges for the Services to the Goods that gave rise to the liability (first, to reimburse for the charges and secondly, as full payment for all damages sustained by Customer or damaged person whether actual, general, incidental, indirect, punitive, consequential, special, or otherwise). Intellicut also reserves the right to issue credit memos to Customer for any monetary warranty or other obligations owed to Customer.
5. Intellicut assumes no obligation to perform any type of metallurgical or laboratory testing of the Goods for hardness, cracks, tensile strength, elasticity or otherwise as all such testing is the sole responsibility and obligation of Customer unless a duly authorized representative of Intellicut has certified in writing that it has performed such tests separately. Intellicut shall have no liability for alleged shortage in weight or count unless claim therefore is presented within five business days after receipt of the Goods by Customer and then only in the event such shortage in weight or count, if any, is verified by Intellicut. Intellicut shall have no liability for shrinkage, expansion, deformity, or rupture of the Goods resulting from the Services, including heat treatment, or otherwise except by written agreement. In the event of suspension of work on the Goods at Customer's request or because of the inadequacy or inaccuracy of Customer's instructions, any price quoted by Intellicut may be increased to cover any additional costs or expenses incurred by Intellicut as a result thereof.
6. Customer shall be liable for all costs, charges and expenses whatsoever in connection with the opening, advising, confirmation, negotiation and operation of any letter of credit, the transfer of cash to Intellicut and/or the release of any shipping documents. The cost of any variation or modification to an order requested by Customer after the date of the acceptance of an order shall, if such variation or modification is accepted by Intellicut, be borne by Customer.
7. Customer agrees to pay any excise, sales, gross receipts, uses or occupation tax or other tax levied upon any Service, contract, shipment, or delivery incident thereto and to be responsible for compliance with all applicable import/export laws of the United States.
8. Intellicut shall not be responsible for breach or delays in performance due to acts of God or force majeure, including but not limited to, war, natural disasters or acts of the public enemy, acts of government, fire, floods, strikes, labor trouble, interruption of utilities, inability to obtain supplies or fuel, sabotage, equipment problems, freight or transportation shortages or delays, epidemics, pandemics, and other delays or causes beyond its control.
9. The laws of the State of Massachusetts shall govern the interpretation and enforcement of these Terms, exclusive of its choice of law's provisions. The parties hereby exclude the application of the UN Convention on Contracts for the International Sale of Goods (1980) and any amendments

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thereto. Any dispute arising out of these Terms or in relation to any Services may be brought in the federal or state courts located in Massachusetts and both parties expressly consent to the personal jurisdiction of such courts and waive any objection to the jurisdiction and venue thereof.

10. No agent, employee, or representative of Intellicut is authorized to alter, amend, or waive these Terms or to assume any other obligation or liability for Intellicut except in writing duly approved by an authorized officer of Intellicut.

11. The performance of any Services covered in each order shall have been performed in compliance with the Fair Labor Standards Act of 1938, as amended to the extent applicable to Intellicut.

12. Each party may furnish the other party certain of its trade secrets and other confidential information (meaning such information as has been identified as confidential, was not already known to the other and is not publicly known or available unless through the fault of the other). Each party agrees to maintain the other's confidential information in confidence and not to disclose the same to any third party or use it without the prior written consent of the other. Each party shall retain ownership and all rights in and to such information disclosed. Customer acknowledges that Intellicut's business is primarily providing the Services to the Goods and that Intellicut has developed expertise and know-how over many years that may be useful in providing the Services to Customer. Customer further acknowledges that Intellicut may perform Services and other services (including services the same or similar as those provided to Customer and including services to the same or similar goods as those of Customer) in the normal course of its business for its other customers, without restriction.

13. Customer shall indemnify Intellicut and hold Intellicut harmless from and against any damage, loss, expense, or cost incurred by Intellicut whatsoever from (i) Intellicut following Customer's specification and processing requirements for the Services to the Goods, (ii) defects in the Goods, (iii) the Goods having different characteristics or qualities than as identified by Customer, or (iv) the Goods not being in a prepared and clean condition, consisting only of the specified material, and save as expressly agreed in a specification, free from any oil, grease, dirt, chemicals or other contaminating matter when delivered.

14. Times quoted for Services are estimates only and time shall not be of the essence in respect thereof. Times quoted for Services shall run from the latter of: (i) receipt by Intellicut of the Order at the place the Services to be performed, and (ii) receipt by Intellicut of all information required to complete the Services. In any event, the time for completion of any Services shall be extended by a reasonable period if completion of the Services is delayed because of the nature or lack of instructions from Customer, or by any other cause beyond Intellicut's control.

15. Each order shall be subject to Intellicut being satisfied as to Customer's credit status both prior to and during the period of the order. If Intellicut becomes dissatisfied with Customer's credit status at any time, Intellicut may suspend performance of the order or withhold delivery of the Goods until Customer provides adequate assurances as to Customer's creditworthiness or gives Intellicut such security as Intellicut shall deem appropriate in its reasonable judgment.

16. Notwithstanding any termination or suspension in accordance with these Terms, Customer shall pay Intellicut for all work done up to and including the date of such suspension or termination and shall in addition indemnify Intellicut against any resulting loss, damage or expense incurred by Intellicut in connection with such suspension or termination.

AS9100 places requirements on Intellicut Inc. with respect to its agreements with external service providers. The terms and conditions of these requirements per AS9100D 8.4.3 are listed below:

17. Intellicut Inc. requires that external service providers ("Suppliers") shall maintain the proper identification and revision status specifications, drawings, process requirements, inspection/verification instructions, and other relevant technical data.
18. Intellicut Inc. reserves the right of final approval of product and services, methods, processes and equipment, and the final release of products and services.
19. Intellicut Inc. requires that all special processes required by our purchase orders must be performed by competent, qualified personnel.
20. Intellicut Inc. reserves the right to identify the requirements for interaction with our Suppliers, including:
 - a. The use of interactive documentation.
 - b. The use of email/fax.
 - c. Documented confirmation methods of all verbal interactions.
21. Intellicut Inc. reserves the right to monitor our Suppliers' performance, including:
 - a. Supplier risk.
 - b. Quality of the product or service delivered.
 - c. On-time delivery of product or service.
22. Intellicut Inc. reserves the right to designate requirements for verification or validation activities that we or our customer intend to perform at the Suppliers' premises.
23. Intellicut Inc. reserves the right to approve or specify any designs, tests, inspection plans, verifications, criteria for design and development required by our organization from a Supplier.
24. Intellicut Inc. reserves the right to approve or specify any special requirements, critical items, or key characteristics.

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25. Intellicut Inc. reserves the right to approve or specify any test, inspection, and verification (including production process verification).
26. Intellicut Inc. reserves the right to approve or specify the use of statistical techniques for product acceptance and related instructions for acceptance by Special company.
27. Intellicut Inc. reserves the right to require the need from Suppliers to:
 - a. Implement a Quality Management System ("QMS") and we reserve the right to review and approve the Suppliers' QMS.
 - b. Require that the Supplier uses customer-designated or approved Suppliers, including process sources (e.g. special processes).
 - c. Notify Intellicut Inc. of nonconforming product or services immediately upon discovery and obtain our organizational approval for nonconforming product disposition.
 - d. Require Suppliers to show evidence of processes to prevent the use of counterfeit parts.
 - e. Notify Intellicut Inc. of changes in product and/or process, changes of Suppliers, and changes of manufacturing facility locations. Intellicut Inc. reserves the right to approve such changes.
 - f. Flow down to the supply chain the applicable requirements including customer requirements.
 - g. Provide test specimens for design approval, inspection/verification, investigation, and/or auditing.
 - h. Retain all records associated with the purchase orders for a minimum of 10 years or as required by contract. Intellicut Inc. requires the disposition of such documents to be controlled in accordance with the requirements of all applicable QMS documentation.
28. Intellicut Inc. reserves the right of access by our representatives, our customers, and any regulatory authorities to all applicable records and applicable areas of all facilities, at any level of the supply chain involved in the order.
29. Intellicut Inc. reserves the right to require and request evidence that Suppliers ensure their personnel are aware of:
 - a. Their contribution to product or service conformity.
 - b. Their contribution to product safety.
 - c. The importance of ethical behavior.