

August 2024

**1. TERMS OF AGREEMENT**

Any order by a person ("Buyer") for goods and/or services ("Purchase Order"), if accepted, is accepted subject to these Standard Terms and Conditions of Sale ("T&Cs"), which are incorporated into any acceptance, acknowledgement, invoice, and other documents issued by the IMI company ("Seller") identified in such document in response to such Purchase Order (each a "Response"), and any reference thereto shall include these T&Cs. No waiver, alteration, or modification of these T&Cs shall be valid unless expressly agreed to in writing by Seller. Any different, additional, or conflicting terms or conditions set forth in Buyer's Purchase Order or any other document issued by Buyer are expressly objected by Seller, and the terms hereof, including those contained in the applicable Response, shall exclusively govern the purchase and sale of the goods and/or services covered by the Response unless there is another manually signed agreement between the parties, which shall control to the extent there is a conflict between the terms of such agreement and these T&Cs.

**2. PAYMENT TERMS**

Net 30 days from the date of invoice. Buyer agrees that any overdue amounts shall be subject to a late payment charge on the overdue balance of 1.5% per month or such lesser amount as is the maximum rate of interest allowed by law. Buyer shall pay all reasonable costs, including attorneys' fees, incurred by Seller while collecting any delinquent balance. Debit memos are not accepted.

**3. PRICE**

Seller's list or quoted price is subject to change without notice. Prices do not include shipping and handling or sales taxes, if applicable, that Buyer shall be responsible for. If Buyer has tax exempt status, Buyer is required to provide a resale certificate or manufacturing exemption certificate to Seller. The goods are invoiced at prices in effect on date of shipment.

**4. DELIVERY TERMS**

All goods are sold Ex-Works at Seller's facility ("Shipping Point") Incoterms® 2020. Unless otherwise specified, Buyer shall pay or reimburse Seller for all transportation, freight, insurance, loading, packaging and handling charges, taxes, duties, fees, storage, and all other charges applicable to the goods and/or services. Dates for delivery are estimates, not guarantees, and are established in the Response. Expedited shipping requests are subject to Seller's review and an expedite service fee. Drop shipments from Seller directly to Buyer's customers are subject to a fee equal to Seller's freight cost plus 10%. Seller reserves the right to make partial shipments with an associated partial billing. Shipment of goods ready for delivery can be deferred beyond the date for delivery only with Seller's written consent.

**5. TITLE/SECURITY**

Title to the goods shall be retained by Seller, as a vendor's lien, until such goods are paid for in full by Buyer. However, Buyer will bear the risk of loss of the goods. Buyer hereby grants Seller, and Seller hereby reserves, a purchase money security interest in and to the goods sold to Buyer together with all proceeds thereof to secure Buyer's performance and payment. Buyer agrees upon Seller's request to do all acts and execute all documents reasonably necessary to assist Seller's perfection and maintenance of any such security title and right of possession, including, but not limited to, executing and filing documents with the appropriate governmental agency.

**6. ORDERS**

Buyer shall submit a Purchase Order for the goods and/or services which shall, at a minimum, include, where applicable: (a) part number(s) of the goods ordered; (b) quantity; (c) requested delivery date; (d) shipping instructions and shipping address, including a statement that the goods will be shipped "EXW Shipping Point" and if the Purchase Order states otherwise, the shipping terms shall be Ex-Works Shipping Point; and (f) a description of services, if any. All Purchase Orders are subject to acceptance by Seller. Buyer shall be responsible for all additional costs resulting from errors made in connection with Purchase Orders, even if accepted by Seller. These T&Cs and Response will constitute the final and entire agreement between Seller and Buyer. Confirming Purchase Orders will not be accepted by Seller. If such a confirming Purchase Order is sent to Seller, it may be treated as an original open Purchase Order and duplicated. Seller will not be responsible for expenses or inconveniences incurred thereby. If Buyer's Purchase Order is in the form of a blanket purchase order, Buyer agrees that each release shall be treated as a separate sales transaction hereunder, that all releases shall be non-cancellable and, unless agreed in writing by Seller, all releases under such blanket purchase order shall be accepted by Buyer within 12 months of Seller's Response. If the aggregate purchase price of goods pursuant to a Purchase Order is under \$200, a \$20 processing and handling fee will be assessed to such Purchase Order.

**7. ORDER CANCELLATION/AMENDMENT**

Purchase Orders cannot be cancelled or amended except by Seller's written consent. Cancellation charges may be applied at Seller's discretion. If Buyer requests a change in the scope of work or of any services, Seller may, in its sole discretion, provide a written acceptance of such requested change, which may include a change in price.

**8. SPECIFICATIONS**

(i) Subject to (ii), the Goods shall in all material respects be in accordance with any agreed specifications or, if there is no agreed specifications, shall be generally in all material respects in accordance with any published specifications issued by Seller; (ii) Seller may, in its sole discretion and without liability, alter the specifications for any goods or services; (iii) the information contained in the technical literature issued by Seller may be relied upon to be accurate in the exact circumstances in which it is expressed. Otherwise, any illustrations, performance details, examples of installations and methods of assembly and all other technical data in such literature are based on experience and upon trials under test conditions and are provided for general guidance only.

**9. ACCEPTANCE**

Acceptance. Buyer shall conduct any incoming inspection tests on goods within 10 days of delivery. In the event of any shortage, damage, or discrepancy in or to a shipment of goods, or pricing discrepancies, Buyer shall promptly give notice, but in no event later than within 30 days of delivery, thereof to Seller, and shall furnish such written evidence or other documentation as Seller reasonably may deem appropriate. If such evidence indicates, in Seller's reasonable judgment, that such shortage, damage or discrepancy existed at the time of delivery of the goods to the carrier, Seller shall promptly deliver additional or substitute goods to Buyer; provided, however, that Seller may, in its sole discretion, require Buyer to return all damaged goods prior to delivery of substitute goods. If Buyer fails to timely give Seller such written notice, Buyer shall be deemed to have accepted the goods and shall pay for the goods in accordance here with.

**10. TERMINATION**

Seller shall have the right to cancel all or any part of Purchase Order. In case of Buyer's default, the right of cancellation is in addition to and not in lieu of any other remedies which Seller may have in law or equity.

**11. RETURNS**

No goods shall be returned to Seller without Seller's prior written authorization to make such returns. All returns, if permitted, are subject to restocking fees.

**12. BUYER'S SPECIFICATIONS**

Buyer shall be solely responsible for ensuring that all specifications, drawings, information, advice, recommendations, or requests provided to Seller by Buyer or any of its agents are accurate and suitable. Seller's examination, acceptance or consideration of any such specifications, drawings, information, advice, recommendations, or requests shall not result in any liability on the part of Seller.

**13. SELLER WARRANTY**

Seller warrants that goods sold hereunder are warranted to be free from defects in material and workmanship for twelve (12) months or for a period as specified for such goods in the [Warranty & Returns Policy] that may be amended by Seller from time to time. Seller warrants that any services performed under the Purchase Order shall be performed in a professional and workmanlike manner in accordance with generally accepted industry standards for similar services. Seller's sole and exclusive liability and Buyer's sole and exclusive remedy for breach of the warranty is to use commercially reasonable efforts to promptly cure such breach. The damaged items will be returned to Buyer or scrapped at Buyer's sole discretion and cost. THE WARRANTY EXPRESSED ABOVE IS IN LIEU OF AND EXCLUSIVE OF ALL OTHER WARRANTIES. THERE ARE NO OTHER WARRANTIES, EXPRESSED OR IMPLIED, EXCEPT AS STATED HEREIN. THERE ARE NO IMPLIED WARRANTIES OF MERCHANTABILITY, OR FITNESS FOR A PARTICULAR PURPOSE, OR NON-INFRINGEMENT, WHICH ARE SPECIFICALLY DISCLAIMED. SELLER'S LIABILITY FOR BREACH OF WARRANTY IS AS HEREIN STATED AND IS THE EXCLUSIVE REMEDY FOR ANY BREACH HEREOF. THE WARRANTY SET FORTH ABOVE IS SOLELY FOR THE BENEFIT OF BUYER. All claims hereunder shall be made by Buyer and not by Buyer's customers. It shall not be deemed a "defect," and Seller will not be liable under the warranty in this Section, if the goods have been exposed to: (1) maintenance, repair, or other use that is improper for the good's ordinary use or otherwise not in compliance with Seller's instruction; (2) goods alteration, modification or repair by anyone other than Seller or authorized by Seller; (3) damage after shipment to Buyer, including ordinary abrasion; (4) improper voltage or wiring; or (5) use of parts that are not 100% compatible with the goods.

**14. BUYER WARRANTY**

Buyer shall provide a no defect in materials or workmanship warranty with respect to each good sold to an end customer for a period not less than the then remaining warranty period related to such good and afforded to Buyer pursuant to Section 13 (Seller Warranty) above. Except with respect to the remedies provided by Seller to Buyer herein, any other warranties or representations, or remedies for breach thereof, which Buyer may provide to its end customers shall be the sole responsibility of Buyer, and Seller shall not be bound thereby. Unless Buyer receives Seller's prior written consent, Buyer will not sell Seller's products to end- users or intermediaries that sell to end-users that will use or sell the goods in a nuclear or in an-aircraft application or for any other application that Seller may notify Buyer of in writing.

**15. LIMITATION OF LIABILITY**

OTHER THAN AS SET FORTH IN SECTION 17 (BUYER INDEMNIFICATION) AND ANY BREACHES OF SECTION 19 (CONFIDENTIALITY) HEREOF, EACH PARTY'S CUMULATIVE LIABILITY FOR DAMAGES TO THE OTHER PARTY FOR ANY CAUSE WHATSOEVER, AND REGARDLESS OF THE FORM OF ACTION, WHETHER IN CONTRACT OR IN TORT, INCLUDING, BUT NOT LIMITED TO, NEGLIGENCE, SHALL BE LIMITED TO THE TOTAL CONTRACT PRICE OF THE GOODS AND/OR SERVICES SOLD HEREUNDER, PLUS OR MINUS, AS APPLICABLE, THE AMOUNTS OF ALL UNPAID ACCOUNTS PAYABLE AND RECEIVABLE BETWEEN THE PARTIES, IF ANY. IN NO EVENT SHALL SELLER'S LIABILITY OF ANY KIND INCLUDE ANY SPECIAL, INDIRECT, INCIDENTAL OR CONSEQUENTIAL LOSS OR DAMAGE, EVEN IF SELLER SHALL HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH POTENTIAL LOSS OR DAMAGE.

**16. REMEDY FOR NON-WARRANTY OBLIGATIONS**

The sole and exclusive remedy for breach of any non-warranty obligation of Seller and the sole remedy for Seller's liability of any kind (including liability for negligence) with respect to the goods and services provided to Buyer shall be to use all commercially reasonable efforts to promptly cure such breach. Buyer must commence any suit for a cause of action arising hereunder within one year from the date on which the facts that gave rise to the cause of action first occurred.

**17. BUYER INDEMNIFICATION**

Buyer shall hold harmless, indemnify and defend (at or suits by third parties, related to the Purchase Order or arising out of the any of the following: (a) Buyer's misconduct, negligent or willful acts, or those of its employees and/or agents, (b) such goods being repaired or altered by persons other than Seller, (c) in the event that Buyer modifies, or combines with any non-Seller goods, any of the goods purchased from Seller, and such modification or combination results in the actual or alleged infringement of any intellectual property rights of a third party, (d) from goods produced by Seller according to Buyer's specifications, (e) any violations of export control laws by Buyer, (f) Buyer's breach of any provision in these T&Cs, or (g) third-party Intellectual Property claims for specifications or drawings provided by Buyer.

**18. SELLER INTELLECTUAL PROPERTY INDEMNIFICATION**

Seller will defend, indemnify and hold harmless Buyer from and against any and all loss, damage, cost or expense (including reasonable attorney's fees) arising as a result of any claim that the goods sold hereunder infringe any third-party U.S. patent, copyright, trademark and trade secret.

**19. CONFIDENTIALITY**

Buyer acknowledges and agrees that any specifications and all related writings, drawings, designs and similar works provided to Buyer by Seller shall be deemed "Confidential Information." Buyer further acknowledges and agrees that Confidential Information" shall include all information disclosed to Buyer at any time before or after the Response which is in any way related to Seller's business. "Confidential Information" specifically includes but is not limited to (a) data, customer and/or supplier lists and information, know-how, pricing data, documents, financial information, patent applications, tangible items, materials, prototypes, formulas, patterns, programs, methods, techniques, processes, studies, analyses, records, schedules, reports, specifications, plans, technical data, compilations, devices, inventions, test results, engineering and laboratory notebooks, bills of materials, drawings and models, (b) information by any means, including, but not limited to, oral, electronic, written, graphical, demonstrative, and physical means, as well as site visits, inspections or other observations by Buyer or its agents or representatives, and (c) duplications and translations of any of the foregoing. All Confidential Information shall be the exclusive property of Seller, and Seller retains all right, title and interest, including copyright, relating to Confidential Information. Buyer agrees not to use any Confidential Information for any purpose other than as permitted or required under the Purchase Order and not to disclose or provide any Confidential Information to any third party and to take all necessary measures to prevent any such disclosure by its employees, agents, contractors or consultants. Upon request of Seller or completion of the Purchase Order, Buyer shall return all such Confidential Information to Seller and shall certify to Seller that it has returned or destroyed, upon request from Seller, all such Confidential Information.

**20. TOOLING**

Charges made for tools, dies, gauges, jigs, fixtures, or equipment made or acquired by Seller in connection with the work do not convey title to or any proprietary interest in such items. All such items will remain the exclusive property of Seller.

**21. FORCE MAJEURE**

Seller shall not be liable for any failure to perform this agreement when such failure is due to circumstances beyond its control. Circumstances beyond the control of Seller shall be deemed to include, but shall not be limited to, acts of God, governmental action, accidents, labor disputes, and inability to obtain materials, labor, equipment, or transportation.

**22. WAIVER**

No oral statements, recommendations or assistance given by a representative and/or distributor of Seller to Buyer or its representatives in connection with the use of the goods shall constitute a waiver by Seller of any of the provisions hereof or affect Seller's liability herein.

**23. ARBITRATION**

Except for any action where the sole relief sought is an injunction, any controversy or claim arising out of or relating to the Purchase Order, these T&Cs, or the making, performance or interpretation thereof, including without limitation alleged fraudulent inducement thereof, shall be settled by binding arbitration with one arbitrator in Chicago, Illinois, or other city of the Seller's choosing by one arbitrator through JAMS, and in accordance with the JAMS Comprehensive Arbitration Rules & Procedures then in effect, supplemented by federal rules of civil procedure applying the laws of the state of Seller's business address as shown on the Purchase Order. Judgment upon any arbitration award may be entered in any court having jurisdiction thereof.

**24. NOTICES**

Notices and communications under the Purchase Order shall be deemed given to either party at the address set forth on the Purchase Order (includes any electronic address, if so provided on the Purchase Order, with a mandatory copy to US-legal-notices@imi-precision.com)) (a) upon the expiration of five (5) business days after the date of deposit in the U.S. mail if sent by registered mail, return receipt requested; (b) upon the next business day if sent by recognized overnight supplemental delivery service; (c) the same business date if notice is delivered personally; or (d) upon electronic confirmation of transmission if sent by facsimile or electronic mail.

**25. MISCELLANEOUS**

All provisions set forth herein regarding warranty, confidential information, indemnification, liability, and limits thereon, and any other provisions that survive by their terms will survive any termination or expiration of any Response delivered in connection herewith pursuant to the terms of such Sections. In the event that any provision of these T&Cs is held to be illegal, invalid, or unenforceable under any law, rule or regulation, such provision shall be deemed stricken from these T&Cs, but such illegality, invalidity, or unenforceability shall not invalidate any of the other provisions of these T&Cs. Buyer represents and covenants that it has, and will continue to, comply with all laws and regulations related to the goods sold hereunder, including, but not limited to, export control laws. The United Nations Convention on the International Sale of Goods shall not be applicable to these T&Cs. Buyer may not assign, including by operation of law, its obligations hereunder without Seller's written consent. The relationship of Buyer and Seller is that of independent contractors.

**26. COMPLIANCE WITH THE IMI CODE OF CONDUCT**

Buyer acknowledges that Seller has a code of responsible business (the "IMI Code of Conduct"), which is available at IMI Code of Conduct. Buyer shall, at all times, conduct, and cause its officers, directors, employees, and/or agents to conduct, business ethically and in accordance with the provisions of the IMI Code of Conduct. This Section shall apply whether or not Buyer is acting pursuant to the Purchase Order or otherwise in its relationship with Seller. Buyer agrees that it must be able to demonstrate its compliance with the requirements referred to in this Section at the request and to the satisfaction of Seller which includes, but is not limited to, Seller having the right to inspect any site where Seller's goods are being used or sold. If Buyer fails to comply with this Section, Seller shall be entitled, in its sole discretion, to terminate the Purchase Order or other agreements between Buyer and Seller without penalty to Seller, but with obligations for Buyer to remedy any damages suffered by Seller as a result of such termination, or as a result of the breach of the Purchase Order by Buyer.

**27. EXPORT CONTROLS AND RELATED REGULATIONS**

Buyer represents and warrants that it is not designated on, or associated with, any party designated on any of the U.S. government restricted parties lists, including without limitation, the U.S. Commerce Department Bureau of Industry and Security ("BIS") Denied Persons List; Entity List or Unverified List; the U.S. Treasury Department Office of Foreign Assets Control ("OFAC") Specially Designated Nationals and Blocked Persons List; or the U.S. State Department Directorate of Defense Trade Controls ("DDTC") Debarred Parties List. Buyer shall comply with all applicable U.S. economic sanctions and export control laws and regulations, including without limitation, the regulations administered by OFAC, the Export Administration Regulations administered by BIS, and the International Traffic in Arms Regulations administered by DDTC. Seller may terminate this Purchase Order and discontinue any ongoing supply to or business with Buyer immediately, without notice and without liability, upon Seller becoming aware that Buyer is named on any restricted party list.

**28. EEO**

The parties hereby incorporate the requirements of 41 C.F.R. § 60- 1.4(a), 60-250.5, and 29 C.F.R. § 471, Appendix A to Subpart A, if applicable. This contractor and subcontractor shall abide by the requirements of 41 C.F.R. 60-300.5(a) and 41 C.F.R. 60-741.5(a), if applicable. These regulations prohibit discrimination against qualified protected veterans and qualified individuals with disabilities and require affirmative action by covered prime contractors and subcontractors to employ and advance in employment qualified protected veterans and qualified individuals with disabilities.

**29. PPAP**

Seller recognizes the possible need to submit product and/or related documentation for initial approval. Subsequent approvals may also be required based on changes to the product's form, fit, or function. In the event that approval is required, Seller is equipped to prepare submissions according to the Production Part Approval Process (PPAP). Unless otherwise specified, the submission level will be Level 1. If PPAP or an alternative method of submission and approval is required, it must be stated and approved within the quotation and subsequent contractual agreement documents.