

Contract Metal Products, Inc. Global Terms and Conditions of Purchase

Last Updated December 16, 2024

1. RECITALS AND DEFINITIONS.

(a) The term "Buyer" as used herein shall refer to Contract Metal Products, Inc. (CMP), a California corporation. The term "Seller" as used herein shall refer to the Supplier designated on the Buyer's Purchase Order ("PO"). The terms "Product" or "Products" refer to the goods or services that Seller makes available pursuant to this Agreement. Seller acknowledges that it has reviewed and agrees to be bound by the following terms and conditions (these "Terms") with respect to any Products sold by Seller. The term "Agreement" means these Terms, the PO and any confirmation of sale or invoice issued by Buyer. This agreement will apply to all orders by CMP for goods or services provided by Supplier. No goods or services will be provided under this agreement alone but will be provided pursuant to a Purchase Order accepted by Supplier.

(b) "Purchase Order" means a written or electronic order from CMP to Supplier for goods or services. A Purchase Order may be in the form of a purchase order or other documentation that evidences an order for services approved in writing by CMP or issued electronically by CMP. A Purchase Order will contain Particular Purchase Order Terms.

(c) "Particular Purchase Order Terms" means some or all the following terms in a Purchase Order: the identification of the services to be provided by Supplier, specifications for such services, the price to be paid, the quantity of services to be provided, packaging instructions, quality control measures, delivery of samples and first articles for approval and approval instructions, certifications required, lead times, the date or dates of shipment or delivery, and delivery or pick-up instructions. Any information from a customer order, such as paint type and color, customer part no. and rev., and masking, that is provided with the Purchase Order is part of the Particular Purchase Order Terms.

2. CONTRACTS FORMED BY PURCHASE ORDERS.

(a) CMP is not obligated to issue any Purchase Order to Supplier, and Supplier is not required to accept any Purchase Order from CMP.

(b) A Purchase Order issued by CMP and accepted by Supplier forms a contract between CMP and Supplier for Supplier to provide the goods or services described in the Purchase Order on the Particular Purchase Order Terms and on the terms of this agreement. The Particular

Purchase Order Terms and this agreement form the entire contract for those goods or services, and no other terms will be part of the contract. In particular, and without limiting the generality of the foregoing, any terms in a quotation or an acceptance by Supplier that are inconsistent with the Particular Purchase Order Terms or the terms of this agreement, any terms in a quotation or an acceptance by Supplier that add to obligations of CMP, and any terms in a quotation or an acceptance by Supplier that reduce or negate obligations of Supplier are of no effect and are not part of the contract for the services under by a Purchase Order accepted by Supplier. Any acceptance of a Purchase Order by Supplier that expresses a condition to acceptance of the Purchase Order will be of no effect, and such condition will not prevent the formation of a contract for the services on the Particular Purchase Order Terms and this agreement.

(c) Supplier may accept a Purchase Order by: (1) a written notice of acceptance, which may be electronic (such as by email), (2) beginning performance of the Purchase Order as though it had been accepted in writing, or (3) failing to give notice to CMP of the rejection of a Purchase Order before the expiration of 24 business hours from Supplier's receipt of the Purchase Order.

(d) "24 business hours" means a period of 24 hours, excluding in its entirety from such 24-hour period any day that is not a business day and excluding in its entirety from such 24-hour period December 24 through January 1. If a Purchase Order is received by Supplier on a day that is not a business day or is received after 5:00 p.m. local time on a business day, the 24 business hours will start at 9:00 a.m. local time on the next day that is a business day. If a Purchase Order is received by Supplier on a business day before 9:00 a.m. local time, the 24 business hours will start at 9:00 a.m. local time on the day of receipt. A business day is any day that is not a Saturday, Sunday, or federal holiday. For example, if an order were received at 4:00 p.m. on a Friday that is a business day, the 24 business hours would expire at 4:00 p.m. the following Monday (assuming that neither the intervening Monday was a federal holiday).

(e) The parties will have multiple separate contracts formed by the issuance and acceptance of multiple Purchase Orders under this agreement.

3. TERM. The term of this agreement commences upon its execution by the parties and ends when one party receives written notice (including by email) from the other party that the agreement is terminated. If CMP has issued a Purchase Order before the end of the term of this agreement and the Purchase Order is accepted after the end of the term of this agreement, that Purchase Order shall be governed by the terms of this agreement. The termination of the term of this agreement means only that any Purchase Order issued after the termination of the term of this agreement will not be governed by this agreement. The termination of the term of this agreement has no effect on matters that have taken place before such termination.

4. DOCUMENTATION

- (a) If the Particular Purchase Order Terms require a first article, Supplier will provide the services that are part of the Particular Purchase Order Terms and will provide CMP with the first article and with a report in the format requested by CMP.
- (b) If the Particular Purchase Order Terms require a certificate of compliance, Supplier will provide a certificate of compliance in the format requested by CMP.
- (c) If statistical sampling is required for product acceptance, the sampling methodology will be communicated to Supplier via Purchase Order Terms.
- (d) If Supplier notices a discrepancy between Particular Purchase Order Terms, including, but not limited to, a discrepancy between the Particular Purchase Order Terms and the requirements of CMP's customer that have been disclosed to Supplier, Supplier will promptly provide CMP with a problem report.
- (e) A complete packing list showing CMP's Purchase Order number shall be enclosed with all shipments.
- (f) Invoices from Supplier will show CMP's Purchase Order number.

5. DELIVERY. Seller shall ensure on-time delivery of goods or services under this Agreement and the method specified in the Purchase Order, with a goal of 100% on-time. Products shall be deemed as "on-time" if delivered within three (3) days before delivery date, and zero (0) days after the delivery date. Any delivery that will not be delivered on agreed upon delivery date, require written notification to Buyer of late delivery.

6. PAYMENT

- (a) CMP must pay a valid invoice from Supplier for processing materials provided by CMP within the payment terms stipulated on the invoice, after the invoice is received by CMP. An invoice issued before the materials processed by Supplier that are covered by the invoice have been returned to CMP or before all services required by the Particular Purchase Order Terms have been provided on those materials is not a valid invoice. If CMP fails to pay a valid invoice within the stipulated terms after payment is first due, Seller may suspend further work on the services on that Purchase Order.
- (b) Unless otherwise specified as a Particular Purchase Order Term, all prices are in US Dollars and include all applicable federal, state and local taxes, duties, tariffs, and similar fees imposed by any government.

7. NON-CONFORMITY; DEFECTS. CMP may inspect and test as desired the materials as processed by Supplier and returned to CMP. If CMP finds that the materials processed by Supplier and returned to CMP do not conform to the Particular Purchase Order Terms or are defective in workmanship (including defects in materials supplied by Supplier as part of its processing services), CMP may, as a non-exclusive remedy, return the materials to Supplier for corrective processing by Supplier.

8. SUBCONTRACTING. Supplier must not subcontract any work needed to provide the services called for by a Purchase Order unless such subcontracting is expressly permitted by the Particular Purchase Order Terms of that Purchase Order.

9. DISCONTINUANCE OF PRODUCTS. If Supplier chooses to discontinue the manufacturing of any Products, Seller shall provide Buyer with not less than two (2) years prior written notice of such discontinuance, followed by an additional three (3) years during which Product deliveries may be supported.

10. WARRANTY

(a) Supplier warrants that the materials returned to CMP after the provision of services by Supplier will conform to the requirements of Particular Purchase Order Terms. If a first article is provided by Supplier and approved by CMP, Supplier warrants that all materials returned to CMP after the provision of services by Supplier will be consistent with such first article.

(b) If a defect in workmanship in the services provided by Supplier under a Purchase Order manifests itself before the expiration of the warranty period, then, as a non-exclusive remedy, Supplier will, at Supplier's sole expense, correct the defect. A defect in materials provided by Supplier as part of its services under a Purchase Order (*e.g.*, paint) is a defect in workmanship in the services provided by Supplier. Supplier agrees to defend and indemnify CMP against any liability, and to hold CMP harmless from any loss, that CMP incurs by reason of a defect in workmanship in the services provided by Supplier under a Purchase Order. Supplier has no obligation with respect to a defect in workmanship that manifests itself after the expiration of the warranty period.

(c) The warranty period for painting or plating or other surface treatments or coatings expires on 180th day after CMP's receipt of materials returned to CMP after the provision of services by Supplier. The warranty period for all other goods or services expires 365 days after CMP receives the materials returned to CMP after the provision of services by Supplier.

(d) Supplier warrants that the materials returned to CMP will be delivered free from any security interest or other lien or encumbrance created by Supplier.

11. CONFIDENTIALITY. Supplier agrees to treat as confidential all specifications, drawings, blueprints, samples, models, or other information supplied by CMP, including any specifications, drawings, blueprints, samples, models, or other information supplied to CMP by its customer and shared by CMP with Supplier (“Confidential Information”) in the course of providing goods or services under this agreement and pursuant to Purchase Orders issued under this agreement. Supplier must use Confidential Information solely in the performance of Supplier’s obligations under this agreement and pursuant to Purchase Orders issued under this agreement. Without CMP’s prior written consent, Supplier must not disclose CMP as Supplier’s customer or the identity of CMP’s customer if CMP has disclosed to Supplier the identity of its customer.

12. COMPLIANCE WITH LAW. In providing services under this agreement and pursuant to Purchase Orders issued under this agreement, Supplier must comply at its sole expense with all applicable federal, state, and local laws, including rules or regulations promulgated by a governmental agency. Supplier must procure and maintain in effect at its sole expense all necessary licenses, permits, and registrations needed in connection with providing the services. Such compliance will include, but not be limited to, compliance with all health and safety laws, all environmental laws, and all anti-kickback and anti-corruption laws.

13. ETHICAL BEHAVIOR. In providing services under this agreement and pursuant to Purchase Orders issued under this agreement, Supplier must not engage in unethical behavior.

14. MISCELLANEOUS.

(a) This writing is the final, complete, and exclusive statement of the terms of the agreement of the parties. This writing supersedes any prior negotiations, understandings, or agreements, whether written or oral, with respect to this writing. There are no promises, restrictions, representations, warranties, arrangements, or understandings other than those expressly set forth in this writing. This writing may not be contradicted by any statements or agreements made prior to, or contemporaneously with, the execution of this writing, and this writing may not be explained or supplemented by evidence of consistent additional terms. This agreement may be amended only by a writing signed by all parties adversely affected by the amendment.

(b) This agreement has been negotiated by the parties, and each party has had an opportunity to make such changes as the party wished to make. Each party has either been advised by a lawyer of that party’s choice or has had the opportunity to be so advised and chosen not to hire a lawyer to protect that party’s interests. This agreement shall be construed as a whole,

according to its fair meaning, and without consideration as to which party drafted this agreement or any part of it.

(c) This agreement is governed by, and will be construed in accordance with, California law applicable to transactions taking place entirely within California and affecting solely California residents whether or not a party to this agreement is not a California resident, whether or not any party to this agreement executed the agreement outside California, and whether or not part of this agreement is to be performed outside California. Claims arising from this agreement or from transactions pursuant to or in connection with this agreement and any statutory or tort claims as to the rights and duties of the parties will be governed by California substantive and procedural law.

(d) The parties may execute this agreement by one or more parties signing and delivering a counterpart of this agreement and one or more parties signing and delivering one or more other counterparts of this agreement, and the counterparts, once signed and delivered by all parties, will collectively constitute one and the same agreement. Delivery by a party of a signature page to a counterpart of this agreement that has been signed by the party has the same legal effect as delivery by hand of this entire agreement bearing an original ink signature of that party. Such delivery may be made by physical delivery of such signature page or by electronic transmission of an image of such signature page. For example, a facsimile transmission of a signed signature page, a delivery by a digital signature software service (such as DocuSign), or a PDF or image (such as a .JPG or .TIFF) file of a signed signature page sent by email or text message are each electronic transmissions of an image of such signature page. The provisions of this section also apply to amendments of this agreement and to any documents, agreements, or instruments delivered pursuant to or in connection with this agreement.

(e) Neither party is an employee, agent, representative, or partner of the other party. No party's employee is an employee of the other party. Neither party has any right, power, or authority to enter into any agreement for, or on behalf of, the other party. Neither party has any right, power, or authority to incur any obligation on behalf of, or to otherwise bind, the other party. Neither this agreement nor a Purchase Order may be construed to create an association, agency, joint venture, or partnership between the parties or to impose any liability attributable to such a relationship upon either party.

(f) At the option of CMP, any dispute or claim arising out of, or relating to, this agreement or transactions pursuant to this agreement, including the determination of the scope or applicability of this agreement to arbitrate, shall be determined by arbitration in San Jose, California, before one arbitrator. The arbitration shall be administered by JAMS pursuant to its Streamlined Arbitration Rules and Procedures. Each party will be permitted to appear in such arbitration by telephone or video conference, and personal appearance will not be required. The award of the arbitrator will be binding, and judgment on the award may be entered in any court having jurisdiction. This clause does not preclude any party from seeking provisional remedies in aid of arbitration from a court of appropriate jurisdiction.

(g) If any action or arbitration be instituted on this agreement, the prevailing party will be awarded all costs of litigation, including reasonable attorney's fees and charges.