
SUPERIOR TECHNICAL CERAMICS TERMS OF SALE

The following Standard Terms and Conditions (“Agreement”) apply to any and all procurement by Buyer of good (“Goods”) and repair services, refurbishment or warranty work or other services (“Services”) described in an invoice, lease, proposal, quote, purchase order acknowledgment, sales acknowledgement, drawing, exceptions document or other instrument to which this Agreement is attached or to which reference is made or to any purchase order, transactional document or any other communication between the parties regardless of whether this Agreement is referenced therein. Goods and Services shall be collectively referred to as “Products”. Seller objects to and shall not be bound by any additional or different terms, whether printed or otherwise, in any purchase order or other communication from Buyer to Seller, unless specifically agreed to in a single writing signed by the Parties hereto. This Agreement constitutes the entire, integrated agreement between the Parties related to the subject matter of this Agreement and any and all discussions, understandings, agreements, representations, courses of dealings, customs, and usages of trade heretofore made or engaged in by the Parties with respect to the subject matter hereof are merged into this Agreement, which alone fully and completely expresses the Parties’ agreement. Seller will not be liable to Buyer, for representations and warranties made by Seller’s distributors and sales agents which are inconsistent or in conflict with this Agreement.

1. Definitions. “Seller” means Superior Technical Ceramics Corporation and any of its affiliates. “Buyer” or “Buyers” means, as applicable, the purchaser or lessee of Products.

2. Terms of Sale.

- a. The Goods shall transfer by Seller to the shipping carrier per the Incoterms set forth in the applicable quotation (“Quote”), at which point title and all risk of loss or damage to Goods will pass to Buyer. Unless otherwise stated on the Quote, delivery will be made FCA, Seller’s location. Any dates specified for delivery of the Goods are an estimate only and time for delivery will not be made of the essence by notice to Seller. Seller will not be liable for any delay in delivery of the Goods that is caused by an excusable delay, Buyer’s failure to provide Seller with adequate delivery or other instructions that are relevant to the supply of the Goods, or any other cause outside the control of Seller. A delay will not entitle Buyer to terminate or rescind an order, unless agreed to by Seller.
- b. All Goods shall be cleaned and packaged in accordance with Seller’s customary standards. If Buyer requires special cleaning, packaging, or shipping, additional charges will apply.
- c. Buyer shall conduct an inspection of the Products promptly upon delivery and shall promptly notify Seller in writing of any defects. If Buyer fails to promptly notify Seller of any defects, whether or not any such inspection and acceptance has been performed by Buyer, the Products shall be considered accepted. Buyer’s sole and exclusive remedy for rejection of Products is as set forth in Section 13 (Warranty).
- d. Seller owns all right, title and interest in all equipment or tooling acquired or customized for the purpose of supplying Goods or fulfilling any other obligation under this Agreement, regardless of whether Buyer paid for the equipment or tooling or its customization.

3. Prices. Unless otherwise set forth in Seller’s invoice, proposal, lease, or purchase order acknowledgment, all payments shall be made in the currency specified in the Quote. Prices are subject to adjustment if Seller’s costs of performing the Services or producing, manufacturing, packaging, storing, or transporting the Goods increase as a result of (a) Seller’s compliance with any new or amended rules, policies or specifications of Buyer, (b) Seller’s compliance with any new or amended law, regulation, or ordinance, including without limitation any change in, or introduction of, a tax and/or increased costs (such as the cost of acquiring permits or credits and plant modifications or additions) related to the management of greenhouse gas emissions or concentrations or the management of water usage or conservation, or (c) a significant change in Seller’s costs for raw materials, wages, production of the Goods, or performance of the Services, as determined by Seller in its sole discretion.

4. Payment. Payment in full shall be due and payable to Seller upon shipment of the Goods to Buyer or upon performance of Services. In cases where Seller has approved the Buyer for credit, then payment in full shall be due and payable within thirty (30) days of shipment of Goods to Buyer or performance of Services or as otherwise specified in the Quote. Any amounts unpaid after the due date shall be subject to additional charges of 1.5% per month. Buyer shall pay to Seller all costs incurred by Seller in collecting any sums due hereunder, including but not limited to all attorneys’ fees and court costs.

5. Security Interest in Goods. Until full payment of the purchase price of the Goods and as collateral security for that full payment, Buyer hereby grants to Seller a lien on and security interest in and to all of the right, title and interest



of Buyer in, to and under the Goods, wherever located, and whether now existing or hereafter arising or acquired from time to time, and in all accessions thereto and replacements or modifications thereof, as well as all proceeds (including insurance proceeds). The security interest granted constitutes a purchase money security interest under the UCC.

6. Quantity. All quantities are subject to an over-run or under-run of ten percent (10%) of the quantity ordered. Quotes for exact quantity shipments will incur an additional surcharge. Seller may, in its sole discretion, without liability or penalty, make partial shipments of Goods to Buyer. Each partial shipment will constitute a separate sale, and Buyer will pay for the units actually shipped. Nothing herein will relieve either party from fulfilling the obligations set forth herein, and Buyer will not be entitled to object to or reject the Goods or any portion of them by reason of a surplus, shortfall, or partial shipment.

7. Cancellation. Buyer may not cancel any order after it is placed with Seller without the written consent of Seller. In the event Buyer cancels any order for Goods or does not accept delivery, the minimum charge imposed by Seller and payable immediately will be: the price of the manufactured Goods, plus the cost of labor, any work in progress, any parts and components that are on order, and any manufacturer cancellation charges for unshipped items for such cancelled parts and components.

8. Customer Supplied Materials. Any manufacturing material(s) provided by Buyer shall be in ample quantities to allow for reasonable scrap, and all such material(s) must be of suitable quality to facilitate efficient production. Seller is not responsible for loss or damage to any materials supplied by Buyer, whether such loss or damage occurs in or outside the course of normal manufacturing processes. [An SDS of the material is subject to review by Seller before accepting an order.]

9. Export Controls. Seller complies with all applicable export control laws, regulations, trade sanctions and embargoes in every jurisdiction where it does business. Buyer shall not provide any export-controlled items, technical information, data, documents or materials to Seller under this Agreement unless authorized by law. Buyer shall provide Seller with the export jurisdiction and export classification for any technical information, data, documents or materials Buyer provides to Seller under this agreement and proof of any required export licenses or authorizations. If any transaction requires a government-approved export license or authorization to facilitate the activities under this agreement, the Parties shall exercise commercially reasonable efforts to provide the information, required or requested by the relevant government authority, to support the other Party in the preparation, application, and management of the export authorization or other approval.

If the goods or related technical information, data, documents or materials Seller provides to Buyer under this agreement are subject to any export controls, trade sanctions or embargoes, Buyer shall strictly comply with all such export controls, sanctions or embargoes, and will not export, re-export, divert or transfer, directly or indirectly, any of the goods or related technical information, data, documents or materials to any party on any applicable sanctions list(s) or to any destinations or for any end uses prohibited by the applicable export control, sanction or embargo, unless and until Buyer obtains any and all required governmental authorizations or approvals. Buyer will also fully cooperate with Seller and any other IDEX Company in any official or unofficial investigation, audit or inspection that relates to any of such export controls, trade sanctions or embargoes.

Seller retains the right to reject or cancel any order it determines may not comply with any law, regulation or rule or if it determines that Buyer or any consignee or end user is or is about to be included on any trade sanctions lists or become subject to any export controls. Seller shall have no liability or obligation with respect to any goods and/or services that are rejected, cancelled, or suspended for this reason.

10. Reschedules and Changes. Unless otherwise stated in the Quote, all Goods ordered by Buyer must be deliverable no later than 12 months after the issuance of any order. Changes in the delivery schedule initiated by Buyer must be agreed to in writing in advance by Seller and will incur the following minimum fees (expressed as a percentage of the rescheduled shipment's value): within the same shipping month = 0%, 1 to 3 months = 2% per month, 3 to 6 months = 3% per month. Rescheduling requests exceeding 6 months or requests to place an order on indefinite "HOLD" will be treated by Seller as a cancellation by Buyer, and Seller will have all rights and remedies under this Agreement or at law related to such cancellation.

11. Excusable Delays. In the event that Seller's compliance with the terms and conditions of this Agreement is prevented, wholly or in part, by riots, strikes, wars (declared or undeclared), insurrection, rebellions, terrorist acts, civil disturbances, dispositions or orders of governmental authorities, acts of God, or by any other act or cause (other than financial distress or inability to pay debts when due) which is beyond the control of Seller, such cause being herein called "Force Majeure," Seller shall give notice in detail of Force Majeure condition in writing to the Buyer as promptly as possible after its occurrence. In such case, the obligations of the Seller shall be suspended during the continuance of the Force Majeure condition.

12. Indemnification

- a. Seller shall defend, indemnify and hold harmless Buyer against third party claims for personal injury or tangible property damage to the extent caused by a defect in any Goods. Seller's obligations to Buyer hereunder shall be subject to and conditioned upon Buyer giving Seller written notice of such claim (including all known material facts related thereto) within ten (10) days after it is asserted against Buyer (provided that the failure to give Seller written notice of a claim as provided herein shall relieve Seller from its obligations hereunder only if and to the extent Seller is prejudiced thereby) and Buyer granting Seller exclusive direction and control of the investigation, defense and settlement of such claim, including, but not limited to, selection of legal counsel to represent Buyer at Seller's expense.
- b. Buyer shall indemnify Seller from and against any losses, expenses, damages, and claims resulting from infringement or claimed infringement of patent or other industrial proprietary or protected rights, in connection with the manufacture and sale of any Goods manufactured to Buyer's specifications, as well as for all damages, losses, expenses, and claims arising from Seller's use of any material(s) provided to Seller by Buyer.

13. Warranty. Seller warrants that, for a period of 12 months from the date of delivery, the Goods manufactured by Seller will: (a) be free from defects in material and workmanship; and (b) conform to the specifications agreed to by the Parties in writing. Seller warrants that Services will be performed in a workmanlike manner and such warranty shall be limited to a period of one (1) year from date of service (other than warranty services and services performed gratis).

Buyer's sole and exclusive remedy for any breach of warranty related to Goods will be limited to, at Seller's option, replacement, repair or refund of the purchase price of the Good that does not conform with the warranties, provided that Buyer notifies Seller of such defect in writing within ten (10) days after Buyer knows or has reason to know thereof, and provided further that inspection of the Good by Seller discloses that the defect developed under normal and proper use of the Good.

This warranty will not apply to a Good that: (i) is damaged due to misuse, abuse, negligence or accident occurring during or after shipment; (ii) is changed or modified (unless the change or modification is made by or in accordance with written instructions of Seller); (iii) deteriorates due to erosion, abrasions or chemical action; (iv) fails due to improper installation (except for installation provided or supervised by Seller), operation or maintenance; (v) fails due to any non-Seller equipment, or system with which Good is used; or (vi) Buyer operates in any manner other than in accordance with Seller's manual, guidelines, operating instructions or other material.

Goods will not be returned to Seller without Seller's written permission and a Return Material Authorization number. Provision of a replacement part or component will not operate to extend the warranty period for any Good. Seller reserves the right to inspect Goods subject to warranty claims and to require the return of such Goods to Seller's location at Buyer's expense; provided, however, that it is determined that the issue with returned Good is covered by warranty, Seller will reimburse Buyer for freight charges associated with the return of such Good to Seller's location.

THE FOREGOING WARRANTIES ARE EXCLUSIVE AND IN LIEU OF, AND SELLER DISCLAIMS AND BUYER WAIVES, ALL OTHER WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND OF ANY OTHER TYPE, WHETHER EXPRESS OR IMPLIED, ARISING BY LAW (STATUTORY OR OTHERWISE) AND WHETHER OR NOT OCCASIONED BY SELLER'S NEGLIGENCE.

14. Returns & Return Material Authorization. Unless otherwise specified, parts are inspected to a 2.5 Acceptable Quality Level (AQL).

15. Limited Liability

SELLER WILL NOT BE LIABLE TO BUYER FOR SPECIAL, PUNITIVE, INDIRECT OR CONSEQUENTIAL DAMAGES OF ANY KIND, INCLUDING BUT NOT LIMITED TO, LOST PROFITS, DOWNTIME, LOSS OF BUSINESS AND FROM ANY CLAIM, ACTION OR CAUSE WHATSOEVER ARISING OUT OF OR IN ANY WAY CONNECTED WITH THE MANUFACTURE, SALE, HANDLING, REPAIR, REPLACEMENT OR USE OF PRODUCTS.

IN NO EVENT WILL SELLER'S AGGREGATE LIABILITY ARISING OUT OF OR RELATED TO THIS AGREEMENT, WHETHER IN CONTRACT OR TORT OR ANY OTHER THEORY OF LIABILITY, EXCEED THE PURCHASE PRICE OF THE PRODUCTS GIVING RISE TO THE CLAIM, EVEN IF SELLER IS ADVISED OR PLACED ON NOTICE OF THE POSSIBILITY OF SUCH PENALTIES OR DAMAGES AND NOTWITHSTANDING THE FAILURE OF AGREED OR OTHER REMEDY OF ITS ESSENTIAL PURPOSE.

16. Intellectual Property

information supplied by Buyer that is not otherwise subject to a separate written agreement executed between the parties, will be the sole and exclusive property of Seller. Buyer agrees that this Agreement does not grant to Buyer, and that Buyer will not obtain or claim, any right, title, interest, option, or license to any IP now or hereafter held by Seller. Buyer further agrees that it will not decipher, decompile, disassemble, or reverse engineer any of the Goods sold hereunder. As used herein, "IP" means all rights in and to US and foreign (a) patents, patent disclosures and inventions (whether patentable or not), (b) trademarks, service marks, trade dress, trade names, logos, corporate names and domain names, and other similar designations of source or origin, together with the goodwill symbolized by any of the foregoing, (c) copyrights and copyrightable works (including computer programs), and rights in data and databases, (d) trade secrets, know-how and other confidential information, and (e) all other intellectual property rights, in each case whether registered or unregistered and including all registrations and applications for, and renewals or extensions of, such rights, and all similar or equivalent rights or forms of protection in any part of the world.

17. Confidentiality. All non-public, confidential, or proprietary information of Seller (including, without limitation, the terms of this Agreement and any specifications, samples, patterns, designs, plans, drawings, documents, data, business operations, customer lists, pricing, discounts, or rebates) disclosed by Seller to Buyer or which Buyer becomes aware in the course of carrying out its obligations under this Agreement, whether disclosed orally or in written, electronic or other form or media, and whether or not identified as "confidential," is confidential and may not be disclosed or copied by Buyer without Seller's prior written consent. Upon Seller's request, Buyer will promptly return all documents and other materials of Seller. Seller will be entitled to injunctive relief for any violation.

18. Subcontract & Assignment. Seller expressly reserves the right to subcontract all or part of any Quote without the consent of Buyer. Seller reserves the right to assign any of its rights or obligations under this Agreement without the consent of Buyer. Buyer will not assign any of its rights or obligations under this Agreement without the prior written consent of Seller.

19. Taxes. Prices do not include, and Buyer is responsible for the payment of all, taxes associated with the Goods and Services provided hereunder, including without limitation sales, use, excise, rental, VAT, personal property, and any other taxes or assessments levied by any foreign, federal, state, municipal, or other governmental authority. All such taxes shall be added to any prices quoted to Buyer.

20. Aircraft Components. Unless otherwise stated on the Quote, Buyer warrants that the Goods or Services are not intended for use as components or components of assemblies used in aircraft (military or commercial).

21. Medical Devices. Unless otherwise stated on the Quote, Buyer warrants that the Goods or Services are not intended for use as components or components of assemblies used in implantable medical devices, are not finished medical devices, and are not medical devices requiring FDA approval.

22. Government Contracts. If the Quote is issued in support of a U.S. Government prime contract or subcontract, Seller's Supplemental Terms of Sale set forth in Appendix A apply to this Agreement and are incorporated by reference herein.

23. Jurisdiction and Venue. The laws of the State of Delaware will govern, and interpret this Agreement, notwithstanding conflict of laws. The federal and state courts in the State of Delaware will have exclusive jurisdiction over all disputes and controversies arising out of this Agreement.

24. Waiver. No failure or delay by either party to insist upon strict performance of any rights or powers under this Agreement shall operate as a waiver thereof, nor shall any other single or partial exercise of such right or power preclude any other further exercise of any rights or remedies provided by law, unless agreed to by that party in writing. Any waiver of this Agreement shall not operate or be construed as a waiver of any subsequent breach by either party.

25. Specific Performance. Buyer agrees that monetary damages may not be sufficient to remedy a breach hereunder and that Seller shall be entitled to seek specific performance and injunctive or other equitable relief.

26. Severability. If any provision of this Agreement is held by a court of competent jurisdiction to be contrary to law, the provision shall be modified by the court and interpreted so as best to accomplish the objectives of the original provision to the fullest extent permitted by law, and the remaining provisions of this contract shall remain in effect.

SUPERIOR TECHNICAL CERAMICS

Supplemental Terms of Sale

If the Subcontract or Purchase Order (“Subcontract”) expressly states that it is issued in support of a U.S. Government prime contract or higher-tiered subcontract, Superior Technical Ceramics Corporation (“Seller”) only agrees to accept those Federal Acquisition Regulation (“FAR”) clauses and FAR agency supplemental clauses that are required to be included in commercial product or commercial service subcontracts, as set forth below. Only the FAR clauses referenced below are incorporated herein and are made a part of the Subcontract, provided the conditions described below apply to the Subcontract, and all other FAR and FAR agency supplemental clauses are hereby rejected, unless Seller expressly agrees to such clauses in writing.

For purposes of the Subcontract, the following FAR and DFARS clauses shall operate, impose the obligations and responsibilities of the parties and be interpreted as if “Government” means “Buyer,” “Contracting Officer” means an authorized representative of Buyer’s purchasing department, “Contract” means this “Subcontract,” “Offeror” and “Contractor” means “Seller,” “subcontract” means Seller’s lower-tier subcontracts, and “Disputes clause” means the Jurisdictions and Venue clause of the Subcontract.

- 52.203-6 Restrictions on Subcontractor Sales to the Government (JUN 2020) (if the Subcontract exceeds \$250,000)

- 52.203-7 Anti-Kickback Procedures (MAY 2014) (if the Subcontract exceeds \$150,000; except paragraph (c)(1))

- 52.203-12 Limitation on Payments to Influence Certain Federal Transactions (JUN 2020) (if the Subcontract exceeds \$150,000)

- 52.203-13 Contractor Code of Business Ethics and Conduct (NOV 2021) (if the Subcontract exceeds \$6M and has a performance period of more than 120 days)

- 52.203-17 Contractor Employee Whistleblower Rights and Requirement to Inform Employees of Whistleblower Rights (NOV 2023)

- 52.203-19 Prohibition on Requiring Certain Internal Confidentiality Agreements or Statements (JAN 2017)

- 52.204-21 Basic Safeguarding of Covered Contractor Information Systems (NOV 2021) (if the Subcontract requires Seller to have Federal contract information residing in or transiting through its information system; not applicable if the Subcontract is for commercially available off-the-shelf (“COTS”) items)

- 52.204-23 Prohibition on Contracting for Hardware, Software, and Services Developed or Provided by Kaspersky Lab Covered Entities (DEC 2023)

- 52.204-25 Prohibition on Contracting for Certain Telecommunications and Video Surveillance Services or Equipment (NOV 2021) (except paragraph (b)(2))

- Prohibition on a ByteDance Covered Application (JUN 2023)

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- 52.204-30 Federal Acquisition Supply Chain Security Orders – Prohibition (DEC 2023) (except paragraph (c)(1))
- 52.209-6 Protecting the Government’s Interest When Subcontracting with Contractors Debarred, Suspended, or Proposed for Debarment (NOV 2021) (if the Subcontract exceeds \$35,000 and is not for COTS items)
- 52.211-15 Defense Priority and Allocation Requirements (APR 2008) (if the Subcontract contains a DPAS rating)
- 52.219-8 Utilization of Small Business Concerns (FEB 2024) (if the Subcontract offers further subcontracting opportunities)
- 52.222-21 Prohibition of Segregated Facilities (APR 2015)
- 52.222-26 Equal Opportunity (SEP 2016)
- 52.222-35 Equal Opportunity for Veterans (JUN 2020) (if the Subcontract equals or exceeds \$150,000)
- 52.222-36 Equal Opportunity for Workers with Disabilities (JUN 2020) (if the Subcontract exceeds \$15,000)
- 52.222-37 Employments Reports on Veterans (JUN 2020) (if the Subcontract equals or exceeds \$150,000)
- 52.222-40 Notification of Employee Rights Under the National Labor Relations Act (Dec 2010)
- 52.222-50 Combating Trafficking in Persons (NOV 2021)
- 52.222-54 Employment Eligibility Verification (MAY 2022) (applies to Subcontracts exceeding \$3,500 for the performance of services in the United States, except for commercial services that are (i) part of the purchase of a COTS item or an item that would be a COTS item but for minor modifications, (ii) performed by the COTS provider and (iii) normally provided for that COTS item)
- 52.223-18 Encouraging Contractor Policies to Ban Text Messaging While Driving (JUN 2020) (if the Subcontract exceeds \$10,000)
- 52.225-13 Restrictions on Certain Foreign Purchases (FEB 2021)
- 52.244-6 Subcontracts for Commercial Items (FEB 2024)

52.247-64 Preference for Privately Owned U.S.-Flag Commercial Vessels (NOV 2021)

If the Subcontract is issued in support of a U.S. Department of Defense prime contract, then only the Department of Defense FAR Supplement (DFARS) clauses referenced below are incorporated herein and are made a part of the Subcontract, provided the conditions described below apply to the Subcontract. The substitution of parties referenced above also apply to the following DFARS clauses.

252.203-7002 Requirement to Inform Employees of Whistleblower Rights (DEC 2022)

252.203-7003 Agency Office of the Inspector General (AUG 2019) (if FAR 52.203-13 applies to the Subcontract)

252.204-7000 Disclosure of Information (OCT 2016)

252.204-7012 Safeguarding Covered Defense Information and Cyber Incident Reporting (JAN 2023) (applies to Subcontracts for operationally critical support, or for which subcontract performance will involve covered defense information; not applicable if the Subcontract is for COTS items)

252.204-7015 Notice of Authorized Disclosure of Information for Litigation Support (JAN 2023)

252.204-7018 Prohibition on the Acquisition of Covered Defense Telecommunications Equipment or Services (JAN 2023)

252.204-7020 NIST SP 800-171 DoD Assessment Requirements (NOV 2023) (not applicable if the Subcontract is for COTS items)

252.223-7008 Prohibition on Hexavalent Chromium (JAN 2023) (if the Subcontract is for supplies, maintenance and repair services, or construction materials)

252.225-7007 Prohibition on Acquisition of Certain Items from Communist Chinese Military Companies (DEC 2018) (applies if the Subcontract is for items covered by the United States Munitions List or the 600 series of the Commerce Control List)

252.225-7009 Restriction on Acquisition of Certain Articles Containing Specialty Metals (JAN 2023) (applies to Subcontracts for items containing specialty metals; except paragraphs (d) and (e)(1))

252.225-7048 Export-Controlled Items (JUN 2013)

252.225-7052 Restriction on the Acquisition of Certain Magnets, Tantalum, and Tungsten (JAN 2023) (applies to Subcontracts for items containing a covered material, unless an exception in paragraph (c) of the clause applies)

252.226-7001 Utilization of Indian Organizations, Indian-Owned Economic Enterprises, and Native Hawaiian Small Business Concerns (JAN 2023) (if the Subcontract exceeds \$500,000)

252.244-7000 Subcontracts for Commercial Items (NOV 2023)

252.246-7008 Sources of Electronic Parts (JAN 2023) (applies if the Subcontract is for electronic parts or assemblies containing electronic parts, unless the Supplier is the original manufacturer)

252.247-7023 Transportation of Supplies by Sea (JAN 2023) (if the Subcontract is for supplies that will be delivered to the government without adding value)