These Terms & Conditions of Sale ("Terms") are an integral part of the agreement between PCI Manufacturing, LLC ("Seller") and a buyer ("Buyer") with regard to all sales of goods by Seller to Buyer.

Buyer is deemed to have accepted these Terms when placing an order with Seller. Any terms, provisions or conditions contained in Buyer's documentation, including but not limited to Buyer's purchase order, shall not be binding on Seller and shall not be deemed to alter, amend or rescind any of these Terms. The foregoing applies despite Seller's knowledge of contradictory terms, provisions or conditions contained in any Buyer-provided documentation.

1. **General:** Unless otherwise specifically agreed in writing signed by an authorized officer of Seller, these Terms shall apply to all sales of goods ("Products") by Seller. In the event of any conflict between these Terms and the other documents comprising the Buyer's order, unless a signed writing of an authorized officer overrides these Terms, then these Terms shall in all cases be superior and take precedent over (and to) such conflicting terms, provisions or conditions contained in other documents. Buyer acknowledges that Seller's employees are not authorized to make any representations (or alter any warranty) concerning the Products, unless such comes from an authorized officer of the Seller and such representation/alternation is in writing and signed by such authorized officer.
2. **Offer and Acceptance:** Seller's quotation acknowledgement or invoice constitutes Seller's offer to sell Products strictly in accordance with these Terms, and such quotation acknowledgement or invoice supersedes all previous written and oral quotations, representations or agreements. Acceptance can be made by Buyer by any commercially reasonable means, including Buyer's issuance of an order, acceptance of Sellers quotation, acceptance of Products, acknowledgment or return of Seller's acknowledgment form, or by electronic transmission. Any acceptance by Buyer is deemed to include these Terms. If Buyer shall use its own purchase order or other form from Seller, such form shall be used for convenience only and shall evidence Buyer's unconditional agreement to these Terms. Any inconsistent or additional terms or conditions contained therein are hereby expressly objected to (and rejected) by Seller. Where these Terms are found to be an acknowledgement, if such acknowledgment constitutes an acceptance of an offer, such acceptance is expressly made conditional upon Buyer's assent to these Terms and such acknowledgment, and acceptance of any part of Products delivered by Seller shall be deemed to constitute Buyer's consent to these Terms.
3. **Price:** All prices given or quoted by Seller represent those in effect at the time of the quotation and are valid only on the exact date and time of quote. Unless prices are bid or quoted as "firm", Seller reserves the right to invoice at prices in effect at date of shipment, regardless of prior bid and whether notice was received by Buyer of a change in price. Except as otherwise agreed in writing between Buyer and Seller, all prices are given by Seller on an ex works basis, and therefore prices are F.O.B. origin. Further, unless otherwise agreed in writing, prices are stated in United States dollars, and are exclusive of sales, use, excise or similar taxes and are subject to any price adjustment necessitated by Seller's compliance with any governmental law, regulation or requirement. Any tax, custom charge, duty, value added charge, or other government charge upon the production, sale, shipment, or use of the Product which Seller is required to pay, or collect from the Buyer, shall be at the Buyer's additional cost (and Buyer shall pay Seller such amount) unless Buyer furnishes Seller with an applicable tax exemption certification acceptable to the appropriate taxing authority. Any changes as may occur on or prior to dates of shipment in applicable

tariffs, freight rates or transportation charges and any prepayment by Seller of freight charges shall be for the account of Buyer and shall be paid by Buyer with and in addition to the purchase price. Any special handling requested by Buyer will be at Buyer's expense.

4. **Payment:** Unless otherwise agreed, full payment is due within thirty (30) days of Seller's invoice date. Payment shall be in United States currency. Buyer agrees to pay interest on all past due invoices at the rate of one and one-half percent (1 ½%) per month or the highest rate allowed by law, if lower. Should it be appropriate for Seller to institute formal proceedings to collect any past due amounts from Buyer, Seller shall be entitled to recover its reasonable attorney fees, court costs, and other costs associated with the proceedings.

   Seller's acceptance of orders and shipments and delivery shall be subject to approval by Seller's credit department. If, in the sole judgement of the Seller, the financial condition of Buyer at any time prior to delivery does not justify the continuance of the work to be performed by Seller hereunder on the terms of payment agreed upon, Seller may require full or partial payment in advance or cancel any order (or portion thereof) then outstanding and receive reimbursement for Seller's reasonable cancellation charges. In the event of bankruptcy or insolvency of the Buyer, Seller shall be entitled to cancel any order (or portion thereof) then outstanding at any time during the period allowed for filing claims against the estate, and Seller shall receive reimbursement for its reasonable cancellation charges. Notwithstanding any period of credit extended to the Buyer, if the balance on Buyer's account with Seller equals or exceeds Buyer's credit limit with Seller (which such credit limit is determined from time to time by Seller in its absolute discretion), Seller may, in its sole discretion, refuse to accept further orders from Buyer or refuse to make further shipments or sales to Buyer. Notwithstanding delivery and the passing of risk in the Products, or any other provision of these Terms, the title in the Products shall not pass to Buyer until Seller has received in cash or cleared funds payment in full of the price of the Products and all other Products agreed to be sold by Seller to Buyer for which payment is then due. Until such time as the property or the Products passes to Buyer, Buyer shall hold the Products as Seller's fiduciary agent and bailey and shall keep the Products separate from the goods of Buyer and third parties, and shall keep the goods properly stored, protected and insured and identified on Buyer's property, but shall be entitled to use the goods in the ordinary course of business. Buyer hereby irrevocably authorizes Seller or its representatives to enter upon Buyer's premises where the Products are stored, or are thought to be stored, for the purpose of repossessing them and, if Seller so chooses, subsequent resale. Seller's rights under this paragraph are cumulative and in addition to all rights available to Seller at law or in equity.

5. **Shipment:** Unless otherwise stated herein, shipment of Products shall be shipped F.O.B. Origin, Atmore, Alabama. Any and all destination demurrage, detention, insurance or unloading charges are Buyer's responsibility. Seller may ship in accordance with instructions supplied by Buyer, and as specified on the face hereof, at Buyer's cost. If Buyer fails to furnish such instructions, Seller may select what is, in its opinion, the most satisfactory routing for the shipment. If Buyer is to pick up Products and has not done so within seven (7) days after notification that Product is ready for pick-up, Seller may ship Product by commercial carrier in any manner it deems to be commercially reasonable, at Buyer's cost. The Products shall be packed and packaged in accordance with reasonable commercial practices for one-way shipment by air or surface transportation, as applicable.

Any dates quoted for delivery are approximate only unless otherwise agreed upon and the Seller shall not be liable for any delay in delivery howsoever caused. The Product may be delivered by Seller in advance of the quoted delivery date upon giving reasonable notice to Buyer. Shipping dates are approximate and are based upon conditions existing upon Seller's receipt of Buyer's firm order and full information. Seller will, in good faith, endeavor to ship by the estimated shipping date but shall not be responsible for any delay or any damage arising therefrom, It is agreed that time is not of the essence.

6. **Acceptance:** Acceptance of Product shall occur at the absolute latest, if not before, if and when Buyer fails to reject, in writing, relevant Products within ten (10) days after their delivery, Buyer may rightfully reject only where a reasonable inspection shows that the Products fail to substantially conform to the applicable specifications and these Terms.
   Buyer waives its right to revoke acceptance, it being the intent of the parties that Buyer's remedies for any nonconformity detected after acceptance be limited to those expressly provided herein for breach of warranty. Any claim for shortage must be given to the Seller, in writing, within ten (10) days of the date of receipt of the Products by Buyer. A failure to provide such timely shortage notice shall constitute acceptance of the Products in amount delivered.
   Unless otherwise set forth in writing in the relevant order, if Buyer does not promptly furnish Seller with a Product shipping destination to ship Product within 15 days of said Product being ready to ship, or if the Buyer otherwise directly or indirectly requires Seller to hold or store Product that is otherwise ready for shipping beyond 15 days, then: notwithstanding any language to the contrary herein, Seller shall not be liable for any damage to the Product during said storage period unless said damage arises solely from the gross negligence of the Seller; and Seller, in its absolute discretion, may store or warehouse the Product with a third party, at the sole cost and expense of the Buyer.

7. **Force Majeure:** Seller shall not be liable for any failure to perform its obligations to Buyer resulting directly or indirectly from or contributed to by any acts of God, acts of Buyer, acts of government or other civil or military authorities, priorities, strikes, or other labor disputes, fires, accidents, floods, epidemics, war, riot, embargoes, delays in transportation, lack of or inability to obtain raw materials, components, labor, fuel or supplies, or other circumstances beyond Seller's reasonable control ("Force Majeure Event"). In the event of the occurrence of a Force Majeure Event, Seller's time for performance shall be extended by a period of time equal to the time lost because of any delays caused by reason of a Force Majeure Event, if the delay lasts more than ninety (90) days, the parties shall immediately consult with one another for the purpose of agreeing upon the basis upon which Seller shall resume production at the end of the delay. If the parties do not agree upon a solution of the problems involved, including adjustments of the purchase price, within one hundred and fifty (150) days from the beginning of the delay, then either party may, by written notice, cancel the portion of the order which is delayed and in such event Buyer shall pay to Seller all reasonable cancellation charges.

8. **Limited Warranty:** Except to the extent expressly provided in these Terms, all warranties, conditions or other terms express or implied by statute or law are excluded to the fullest extent permitted by law, including without limitation, any warranty of merchantability, fitness for a particular purpose, non-infringement, and suitability. Seller warrants for a period of twelve (12) months after being placed in operation, or twenty four (24) months from date of Buyer's receipt of the Products, whichever occurs first,

that the Products manufactured by Seller are, at the time of delivery to Buyer, free from defects in material and workmanship; provided that, no warranty is made with respect to: (a) any Product that has been subjected to negligence, accident, or improper storage by Buyer or Buyer's shippers, agents, contractors, subcontractors or representatives; (b) any Product that has been improperly installed or maintained; or (c) any Product that has been operated beyond normal or recommended replacement intervals or wear limits. Seller's obligation under this warranty is limited to the replacement of, or at Seller's option, the return of the purchase price of any Product which is returned to Seller (at Buyer's expense). Seller shall not be responsible for any cost of labor for removing any defective Product or installing any replacement Product.

THE WARRANTIES, OBLIGATIONS AND LIABILITIES, EXPRESS OR IMPLIED, AND ALL OTHER RIGHTS, CLAIMS AND REMEDIES SET FORTH IN THESE TERMS ARE EXCLUSIVE AND IN SUBSTITUTION OF ALL OTHER WARRANTIES, OBLIGATIONS AND LIABILITIES ARISING BY LAW OR OTHERWISE, WITH RESPECT TO ANY NONCONFORMANCE OR DEFECT IN THE PRODUCTS OR SERVICES PROVIDED UNDER ANY ORDER, INCLUDING BUT NOT LIMITED TO, ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS; ANY IMPLIED WARRANTY ARISING FROM COURSE OF PERFORMANCE, COURSE OF DEALING OR USAGE OF TRADE; ANY OBLIGATION, LIABILITY, RIGHT, CLAIM OR REMEDY ARISING FROM THE NEGLIGENCE OF SELLER OR ANY MANUFACTURER INCORPORATING THE PRODUCTS; ANY OBLIGATION, LIABILITY, RIGHT, CLAIM OR REMEDY FOR LOSS OF DAMAGE TO ANY PERSON OR PROPERTY.

9. **Exclusivity of remedy:** Limitation of Liability. If Seller breaches any obligation whatsoever, whether in contract or in tort, including but not limited to negligence, Seller may at its discretion request the return of the relevant Products and tender to Buyer the purchase price therefore paid by Buyer and, in such event, Seller shall have no further obligations or liability to Buyer except to refund said purchase price upon return of the Products by the Buyer. If Seller requests the return of the Products, Buyer shall redeliver the relevant Products to Seller in accordance with Seller's reasonable instructions at Seller's expense.

   THE EXPLICIT REMEDIES PROVIDED IN THESE TERMS, AND IN THE PRECEDING PARAGRAPH, SHALL CONSTITUTE THE SOLE RECOURSE AND REMEDY OF BUYER AGAINST SELLER FOR BREACH OF ANY SELLER OBLIGATION, WARRANTY, COVENANT OR REPRESENTATION IN CONNECTION WITH THE SALE OF ANY PRODUCTS TO BUYER, WHETHER THE CLAIM IS MADE IN TORT OR IN CONTRACT, INCLUDING CLAIMS BASED ON WARRANTY, NEGLIGENCE, STRICT LIABILITY, DECEIT, FRAUD, MISREPRESENTATION OR OTHERWISE. IN NO EVENT SHALL SELLER BE LIABLE FOR SPECIAL, INDIRECT, INCIDENTAL OR CONSEQUENTIAL DAMAGES (REGARDLESS OF THE FORM OF ACTION, WHETHER IN CONTRACT, TORT OR OTHERWISE, INCLUDING NEGLIGENCE). SELLER SHALL NOT BE LIABILE FOR LOSS OF USE, LOST REVENUE, OR LOST PROFITS. FURTHER, SELLER SHALL HAVE NO LIABILITY FOR ANY CLAIMS OR DAMAGES ARISING OUT OF OR FROM THE PRODUCTS TO THE EXTENT THEY EXCEED THE PURCHASE PRICE OF THE RELEVANT PRODUCTS.

   The foregoing limitation of liability will not apply to the payment of costs and damages referred to in the paragraph entitled "Patent Indemnity."

10. **Patent Indemnity:** If any Product manufactured by Seller is to be made in accordance with drawings, samples or manufacturing specifications designated by Buyer, Buyer agrees to indemnify and hold Seller harmless from any and all damages, costs and expenses (including attorney's fees) relating to any claim that such Product furnished to Buyer by Seller, or the use thereof, infringes any patent, foreign or domestic,

and Buyer agrees at its own expense to undertake the defense of any suit against Seller brought upon such claim or claims.

In the event any Product manufactured by Seller is not to be made in accordance with drawings, samples, or manufacturing specifications designated by Buyer, but rather is the design of Seller, and Product has not been modified by Buyer or its customers, Seller agrees to hold Buyer harmless against any damages awarded by a court of final jurisdiction in any suit or suits for the infringement of any United States patent by reason of the sale or use of such Product manufactured by Seller, provided the Seller is notified promptly in writing of any claim or suit and is permitted to assume the full direction and control of the defense against such a claim and of any suit brought thereon and is given authority to settle. In case any judgment rendered in such suit shall become final (beyond right of appeal), and where Buyer has complied with the foregoing provisions of this paragraph to Seller's reasonable satisfaction, Seller agrees to pay all damages and costs thereby awarded against Buyer. If, subject to the above limitations, said Products, or any part thereof, should be finally held by a court as infringing on any United State patent, Seller shall have the right at its own expense either (I) to procure for Buyer rights to the patent, or (II) to modify or replace said Product with a non-infringing Product accomplishing the same purposes as the replacement Product, or (III) to withdraw such Product and refund to Buyer the purchase price thereof. Seller shall have the right to settle any claim at its own expense (I) by procuring for Buyer the right to continue using said Product without liability for infringement of such patent, or (II) by modifying or replacing said Product with a non-infringing Product accomplishing the same purposes as the replaced Product, or (III) by removing said Product and refunding to Buyer the purchase price thereof. Buyer's remedies for damages resulting from the infringement or claimed infringement of any patent by the Products are exclusively limited to the provisions of this paragraph.

11. **Cancellation:** Orders by Buyer shall not be subject to the cancellation or modification either in whole or in part without Seller's written consent and then only with terms that will reimburse Seller for all applicable costs incurred by virtue of the sale, including costs of purchased materials, engineering costs and a reasonable allowance for profit in accordance with Seller's cancellation policy in effect on the date of cancellation, In any circumstances, Seller's written consent must be given in advance of Buyer's return of Products for credit.

12. **Assignment:** Buyer shall not assign any rights with regard to an order, or any agreement between Seller and Buyer, without the prior written consent of the Seller.

13. **Waiver:** The waiver by Seller of any term, provision, or condition hereof shall not constitute a waiver of any other term, provision, or condition hereof, nor shall such waiver be deemed a waiver of a subsequent breach of the same term or condition.

14. **Other Laws:** Any clause required to be included in a contract of this type by any applicable law or administrative regulation having the effect of law shall be deemed to be incorporated herein. Seller represents that with respect to the production of the Products, it has fully complied with Section 12(A) of the Fair Labor Standards Act of 1938, as amended. Acceptance and execution of order accepted by reason of any law or administrative regulation having the effect of law, or in order to carry out the intent or purpose of any such law or regulation or to acquiesce in a request by a government agency of official thereof, or contingent upon the continuance in effect of such law, regulation or request, may be canceled

by Seller upon the expiration or withdrawal of such law, regulation or request, provided, however, that Seller, at its option may complete such order.

15. **Severability:** If any provision or provisions of these Terms, or parts hereof, shall be held to be invalid, illegal or unenforceable, the validity, legality, and enforceability of the remaining provisions of these Terms shall not in any way be affected or impaired thereby.

16. **Governing Law; Forum; Limitations of Actions. All matters relating to the interpretation and effect of these Terms and Conditions of Sale shall be governed by the Laws of the State of Alabama without regard to its choice of law rules.** All disputes, controversies and claims between Seller and Buyer arising out of or relating to these Terms or the sale of Products to Buyer, which cannot be informally resolved, shall be resolved by litigation in an Alabama state court having subject matter jurisdiction located in Escambia County, Alabama, or, in alternative, in United States District Court for the Southern District of Alabama. Buyer submits to the in personam jurisdiction of the foregoing courts with regard to such disputes, waives any objection and defense to the foregoing courts on the basis of improper venue or forum non convenience, and agrees that the foregoing courts are the exclusive forum for the litigation of disputes between the parties with regard these Terms and the sale of Products. **No action for breach of these Terms or any covenant or warranty arising therefrom shall be brought more than one (1) year after the cause of action accrued.**

17. **Intellectual Property:** Unless Buyer and Seller have otherwise expressly agreed in writing signed by both parties, all intellectual property of the Seller relating to the Products is owned by Seller and Seller shall not, be restricted from selling any products incorporating such intellectual property to any third party.

18. **Complete Terms:** The complete agreement between Seller and Buyer is contained herein, and no additional or different terms or conditions stated by Buyer shall be binding upon Seller to supplement or explain any terms used in these Terms unless an authorized officer of the Seller has agreed in a signed writing otherwise.

19. **Relationship:** Seller and Buyer are independent contractors with regard to one another, and neither party may bind the other in any way.

20. **Survival:** All of the terms and conditions of these Terms shall survive the delivery of Products.

21. **Jury Trial:** To the fullest extent allowed by law, Buyer and Seller each waive a trial by jury with regard to any dispute that may exist between the parties.