MMS THERMAL PROCESSING LLC

TERMS AND CONDITIONS OF SALE AND SERVICE

MMS Thermal Processing LLC ("MMS") provides all quotations, services, and sales subject exclusively to the following Terms and Conditions. Acceptance of MMS's quotation, issuance of a purchase order, shipment of material to MMS, or acceptance of services constitutes acceptance of these Terms and Conditions.

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1. Quotations and Pricing

1. All quotations are valid for thirty (30) days unless otherwise stated.
2. Prices are based upon information provided by the customer regarding material type, condition, quantity, dimensions, specifications, and processing requirements.
3. MMS reserves the right to revise pricing if actual conditions differ materially from those represented by the customer.
4. Applicable taxes, freight charges, packaging costs, surcharges, and special handling charges may be added unless expressly included in the quotation.

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2. Customer Responsibilities

1. The customer shall provide complete and accurate processing requirements, drawings, specifications, material certifications, and other information necessary to perform the requested services.
2. MMS shall not be liable for defects, nonconformance, or failures resulting from inaccurate or incomplete information provided by the customer.
3. The customer warrants that all materials delivered to MMS are properly identified and described.

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3. Inspection and Acceptance

1. MMS will perform processing in accordance with customer specifications and MMS's quality procedures.
2. Unless otherwise agreed in writing, inspections will be conducted using MMS's standard quality control procedures.
3. Any claims relating to processing, shortages, or nonconformance must be submitted in writing within thirty (30) days of delivery.

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4. Delivery and Lead Times

1. Delivery dates are estimates only and are not guaranteed unless specifically agreed upon in writing.
2. MMS shall not be liable for delays resulting from causes beyond its reasonable control, including but not limited to equipment failure, utility interruptions, labor shortages, transportation delays, acts of God, government actions, material shortages, or force majeure events.
3. MMS may make partial deliveries unless prohibited by the customer.

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5. Limited Warranty

1. MMS warrants only that services will be performed in a workmanlike manner consistent with generally accepted industry standards.
2. MMS does not warrant the suitability of any process for the customer's intended application unless specifically agreed in writing.
3. MMS makes no other warranties, express or implied, including any warranty of merchantability or fitness for a particular purpose.

All quotations, acknowledgments, invoices, and services are expressly subject to these Terms and Conditions.

6. Limitation of Liability

1. MMS's total liability arising out of any claim related to its services shall not exceed the lesser of:
    - Two (2) times the amount charged for the services performed on the affected material; or
    - Five Thousand Dollars ($5,000.00).
2. Under no circumstances shall MMS be liable for replacement material costs, manufacturing costs, machining costs, assembly costs, tear-down costs, inspection costs, testing costs, requalification costs, lost profits, loss of business, production delays, aircraft-on-ground costs, military readiness impacts, warranty claims, field service costs, recall expenses, or any indirect, incidental, consequential, special, exemplary, or punitive damages, regardless of the theory of liability asserted.
3. No action arising from MMS's services may be brought more than one (1) year after the services are performed.

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7. Customer-Owned Material

1. Customer-owned material is accepted for processing at the customer's risk.
2. MMS exercises reasonable care in handling customer property but does not assume responsibility beyond the limitations stated herein.
3. The customer is responsible for maintaining adequate insurance coverage on customer-owned material.

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8. Storage and Abandoned Property

1. Finished material shall be shipped or picked up promptly upon notification of completion.
2. MMS reserves the right to charge reasonable storage fees for material remaining in its possession more than thirty (30) days after completion.
3. Material remaining unclaimed for more than one hundred eighty (180) days may be sold, recycled, or otherwise disposed of to recover unpaid charges and storage costs, as permitted by law.

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9. Freight and Risk of Loss

1. Unless otherwise agreed, shipments will be be made FOB MMS Thermal Processing LLC facility.
2. Risk of loss passes to the customer upon delivery to the carrier.
3. Freight claims shall be the responsibility of the party holding title to the shipment at the time of loss.

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10. Payment Terms

1. Payment terms are Net 30 days from invoice date unless otherwise agreed in writing.
2. Past due accounts may be subject to a finance charge of 1.5% per month (18% annually) or the maximum rate allowed by law, whichever is less.
3. Customer shall be responsible for all reasonable costs incurred in collecting overdue amounts, including attorney fees, court costs, and collection agency fees.

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11. Changes and Cancellations

1. Orders may not be canceled or modified once processing has begun without MMS's written consent.
2. Customers shall be responsible for all costs incurred up to the date of cancellation, including work in process, setup, testing, and administrative expenses.

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12. Confidentiality

MMS shall use reasonable efforts to protect customer proprietary information and technical data provided in connection with the services performed.

All quotations, acknowledgments, invoices, and services are expressly subject to these Terms and Conditions.

13. Compliance

MMS will perform services in accordance with applicable industry standards, certifications, and contractual requirements specifically identified in the purchase order and accepted by MMS.

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14. Governing Law

These Terms and Conditions shall be governed by and construed in accordance with the laws of the State of Iowa, without regard to conflict of law principles. Any legal action shall be brought exclusively in the state or federal courts located in Scott County, Iowa, and the parties consent to the jurisdiction of such courts.

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15. Entire Agreement

These Terms and Conditions, together with MMS's quotation and any written acceptance by MMS, constitute the entire agreement between the parties and supersede any conflicting terms contained in a purchase order, acknowledgment, supplier quality clause, or other document unless expressly agreed to in writing and signed by an authorized representative of MMS.

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16. Indemnification

16.1 Customer Indemnification

Customer shall defend, indemnify, and hold harmless MMS Thermal Processing LLC, its officers, directors, employees, agents, and affiliates from and against any and all claims, demands, causes of action, liabilities, losses, damages, judgments, penalties, costs, and expenses, including reasonable attorneys' fees, arising out of or related to:

a. Customer's specifications, instructions, drawings, designs, material selections, or processing requirements;

b. Defects in materials, components, or products supplied by Customer;

c. The incorporation, use, sale, distribution, export, certification, qualification, or ultimate application of any product processed by MMS;

d. Customer's breach of any representation, warranty, or obligation under these Terms and Conditions; or

e. Any claim alleging injury, death, property damage, product defect, recall expense, product liability, economic loss, export control violation, or regulatory noncompliance resulting from the design, manufacture, assembly, testing, marketing, distribution, or use of Customer's products.

16.2 Defense Industry Applications

Customer acknowledges that MMS performs processing services solely in accordance with Customer-supplied specifications and does not design, manufacture, assemble, test, certify, validate, approve, or warrant the final end-use product. Customer shall defend, indemnify, and hold harmless MMS from any third-party claim arising out of the use, performance, failure, certification, export, sale, integration, deployment, or operation of Customer's products or systems, including military, aerospace, defense, law enforcement, medical, transportation, or other critical applications, except to the extent that such claim is finally determined by a court of competent jurisdiction to have resulted solely from MMS's gross negligence or willful misconduct.

16.3 Control of Defense

MMS shall have the right to participate in the defense of any indemnified claim using counsel of its choosing at its own expense.

16.4 Exception

Customer shall have no obligation to indemnify MMS to the extent a claim is finally determined by a court of competent jurisdiction to have resulted solely from the gross negligence or willful misconduct of MMS.

