

TERMS AND CONDITIONS OF SALE

1. APPLICABILITY –

- 1.1 These terms and conditions of sale (the “Terms and Conditions”) apply to all quotations for the sale or orders for the purchase of ball screws, spare parts and other equipment or goods (the “Product” or “Products”) made by or for Accuthread LLC dba Accuthread Ball Screw Company, 2828 Diesel Park Drive, Sagniaiw, MI 48601 (“Seller”).
- 1.2 Unless otherwise stated by Seller, written quotations are valid for 30 days from the date of the quote. All price lists and discounts are subject to change without notice.
- 1.3 All orders placed by the Buyer are subject to written acceptance by the Seller. No contract between Buyer and the Seller shall exist before the time of such acceptance by the Seller.
- 1.4 These Terms and Conditions override all previous written terms, understandings, purchase orders, assurances, and offers. The Seller explicitly rejects any differing or additional terms or conditions proposed by the Buyer in relation to any order or quote request. If the Seller does not object to the conditions included in or attached to any purchasing document issued by the Buyer, this does not mean that the Seller has waived these Terms and Conditions. Acceptance of the Products or services provided by the Seller by the Buyer will be considered as acceptance of these Terms and Conditions.

1.5 PRICE & SHIPPING DATES –

- 1.6 All orders must be bona fide commitments showing a complete description of equipment, quantity, price, and shipping dates requested by the Buyer.
- 1.7 Timely performance by the Seller depends on the Buyer providing all necessary technical information and data, including drawing approvals and required commercial documentation, when applicable. Shipping dates are subject to final confirmation or adjustment by the Seller and are based on the prompt receipt of all necessary information and obligations from the Buyer. Unless otherwise specified, all delivery dates given by the Seller are estimates, and time is not considered a critical factor in the Seller’s performance of the Product sale.

2. PAYMENT/CREDIT – Credit for unestablished accounts will not be extended greater than \$1,000 for the first 180 days. Terms of payment for unestablished accounts greater than \$1,000 are 50% due at the time of order, 50% due before shipment, unless otherwise agreed in writing. For orders less than \$1,000 and established accounts, terms of payment are 50% at time of order and 50% net 30 days from the date of invoice unless otherwise agreed in writing. Late payments may be subject to interest on the unpaid balance at the greater of 2% per month or the maximum rate permitted by law. No deductions or set-offs are to be made by Buyer from amounts due unless specifically authorized by the Seller in writing. Credit terms are subject to periodic review and adjustment by Seller’s Credit Department.

3. TAXES – The Seller’s prices do not include sales, use, excise taxes, tariffs, duties, or value-added or similar taxes or fees. The Seller will add such taxes or fees to the invoice unless the Buyer provides the Seller with a tax-exempt certificate acceptable to the applicable taxing authorities or arranges payment of such taxes or fees directly by the Buyer.

4. WARRANTY –

4.1 New Products, Seller warrants the Products shall be free of defects in material and workmanship and meet the Product specifications for the period specified below, and beginning on the date of shipment.

Product Type	Warranty
Rolled Ball Screws	1 Year
Ground Ball Screws	1 Years

4.2 Repair and Replacement of Accuthread Products, Seller warrants the Products shall be free of defects in material and workmanship and meet the Product specifications for a period from the date of shipment as specified below:

Accuthread Ball Screw Rebuild	Warranty
Level 1 Re-ball, straighten, polish	1 Year
Level 2 Re-grind Ball Nut	1 Year
Level 3 Re-grind Screw	1 Year
Level 4 Replace Ball Nut	1 Year
Level 5 Replace Screw	1 Year
Level 6 Replace Ballnut, Re-grind screw	1 Year
Level 7 Replace Screw, Re-grind Ball Nut	1 Year
Level 8 Completely new Ball Screw Assembly	3 Years

4.3 Repair And Replacement of Non-Accuthread Products, Seller warrants that its services shall be carried out with reasonable skill and care. Seller warrants only that Product, parts, and components of its manufacture or design shall be of merchantable quality at the time of shipment and free from defects in material, workmanship, and fabrication for ONE YEAR from the date of shipment on overhauled ball screws and OEM parts.

4.4 Notwithstanding the warranty periods listed above, the warranty on normal wear items is limited to six months. The warranties for motors, brakes, couplings and all other add on items shall be the warranties provided by and shall be the responsibility of, the original equipment manufacturer. The Seller is not responsible for and does not warrant (a) equipment, components, and/or material furnished by the Buyer; (b) the sufficiency or functionality of any design specifications furnished by Buyer; nor shall Seller be liable for defects or damages arising from the foregoing. Notwithstanding any other provision in these Terms and Conditions, none of the warranties given by the Seller shall apply to products manufactured by others and sold by the Seller. The Buyer will, at its own expense, arrange for any dismantling and reassembly of any goods and equipment and the provision of all equipment (including without limitation lifting equipment and crane-age) to the extent that this is necessary to remedy the defect or facilitate re-performance of services.

Unless otherwise agreed, necessary transport of the Products and/or parts thereof to and from Seller in connection with the remedying of defects will be at the risk and expense of Buyer. The Buyer will follow Seller’s instructions regarding such transport.

Unless otherwise agreed, the Buyer will bear any additional costs which Seller incurs as a result of the Products being located in a place other than the place of delivery.

Defective parts that have been replaced will be made available to Seller and will be its property.

4.5 Any claims under this warranty must be made in writing to the Seller at the address set forth above within thirty (30) days of the discovery thereof. The Seller’s obligation under this warranty shall be limited to the repair or replacement, at the Seller’s option, of the Product, or any part thereof, when the Seller has determined the Product is not as warranted; any Product or parts

TERMS AND CONDITIONS OF SALE

repaired or replaced pursuant to this warranty will be warranted for the remainder of the original warranty period. The Seller shall not be responsible for any claims which the Seller determines are due to improper installation, operation above rated capacity, operation at extreme conditions, normal wear and tear, accident, or because the Product has been used, adjusted, altered, handled, maintained, repaired or stored other than as directed by the Seller.

- 4.6 This warranty shall not apply in the event of defects caused by (i) physical abuse of the Products or any component, or acts of vandalism by any persons other than the Seller; (ii) alterations, modifications, additions, or repairs made during the applicable warranty period by anyone other than Seller, and its authorized employees, agents or subcontractors; (iii) accidents or damage resulting from fire, water, wind, hail, lightning, electrical surge or failure, earthquake, theft or similar causes not caused by the sole negligence of Seller; (iv) damage as a result of corrosion or other damage caused by Buyer's failure to protect and maintain the Products per Seller's written instructions and warnings; or (v) design specifications furnished by Buyer.
- 4.7 Buyer shall not rely upon Seller's skill or judgment to select or furnish Products for any particular purpose beyond the specific express warranties provided herein. The Buyer has the responsibility to determine whether the Products and specifications are fit for the Buyer's intended purpose. Seller does not warrant the Products will comply with the requirements of any safety code or regulations or with any environmental or other law or regulation. The Buyer is responsible for the safe and lawful operation and use of the Products.
- 4.8 THE FOREGOING WARRANTIES ARE THE SOLE WARRANTIES PROVIDED BY SELLER FOR THE PRODUCTS AND ARE IN LIEU OF ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, ALL OF WHICH ARE HEREBY DISCLAIMED AND EXCLUDED BY SELLER, INCLUDING, WITHOUT LIMITATION, ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE OR USE. BUYER AGREES THAT ITS SOLE AND EXCLUSIVE REMEDY AGAINST SELLER WILL BE LIMITED TO THE REPAIR AND REPLACEMENT OF NONCONFORMING OR DEFECTIVE PRODUCTS, PROVIDED SELLER IS PROMPTLY NOTIFIED IN WRITING OF ANY DEFECT. THIS EXCLUSIVE REMEDY WILL NOT BE DEEMED TO HAVE FAILED OF ITS ESSENTIAL PURPOSE SO LONG AS SELLER IS WILLING TO REPAIR OR REPLACE THE NONCONFORMING OR DEFECTIVE PRODUCTS.
5. **OWNERSHIP OF INTELLECTUAL PROPERTY** – Seller retains ownership and all rights to its intellectual property. Buyer shall have no rights to Seller's intellectual property. Any intellectual property developed by Seller and arising in connection with the supply of Products hereunder shall be deemed the property of Seller, and Seller shall have exclusive rights to the use and ownership of such intellectual property.
6. **THIRD-PARTY INTELLECTUAL PROPERTY CLAIMS** – Seller shall pay costs and damages finally awarded in any suit against Buyer by a third-party to the extent based upon a finding that the design or construction of the Products as furnished infringes a patent or other third-party intellectual property rights (except infringement occurring as a result of incorporating a design or modification at Buyer's request), provided that Buyer promptly notifies Seller of any charge of infringement. Seller is given the right, at its expense, to settle such charge and to defend or control the defense of any suit based upon such charge. Seller shall have no obligation hereunder with respect to claims, suits or proceedings, resulting from or related to, in whole or in part, (i) the use of software or software documentation, (ii) compliance with Buyer's specifications, (iii) the combination with other products, or modification of, the Products after delivery by Seller, or (iv) the use of the Products, or any part thereof, in the practice of a process. THIS SECTION SETS FORTH SELLER'S ENTIRE LIABILITY WITH RESPECT TO PATENTS OR OTHER INFRINGEMENTS OF INTELLECTUAL PROPERTY.
7. **ACCEPTANCE OF PRODUCTS** – It is the Buyer's sole responsibility to inspect Products upon delivery. The Buyer has five business days including the day on which Products are delivered to make a written claim for shortages or defective Products. Buyer's failure to make a written claim for shortages or defective Products during this period shall constitute a waiver of Buyer's right to inspect such Products, and shall constitute Buyer's acceptance of such Products and agreement that such Products constitute "conforming goods" (as such term is defined in the Uniform Commercial Code as enacted in the State of Michigan (the "Code"), and are otherwise in conformity with these Terms and any and all quality requirements related to the Products
8. **NO RETURN OF PRODUCTS** – Products are not returnable for credit or refund...
9. **DELIVERY, TITLE, AND RISK OF LOSS** – The Products will be delivered Ex Works – Accutread's facilities (as defined by Incoterms 2020) unless otherwise agreed in writing by Seller. The Buyer will be responsible for making all shipping arrangements, and the Buyer will provide sufficient notice and details of such arrangements to allow Seller to prepare the Products for delivery. Title and risk of loss will remain with Seller and not pass to Buyer until delivery to the Incoterm delivery point.
10. **FORCE MAJEURE** – Seller will not be deemed to be in default or otherwise responsible for delays or failures in performance resulting from acts of God; acts of war, or civil disturbance, terrorism, epidemics, governmental action or inaction, fires, floods, earthquakes, tornadoes, labor disputes, or other events beyond Seller's reasonable control (a "Force Majeure Event"). A Force Majeure Event affecting Seller's vendors shall also be deemed as a Force Majeure Event affecting the Seller. Seller shall use commercially reasonable efforts to mitigate any delays caused by a Force Majeure Event; provided, however, that Seller shall not be required to settle any strike, lockout, or other labor dispute except in Seller's sole and absolute discretion. Seller shall give notice of any Force Majeure Event (including its anticipated duration) to the Buyer promptly after becoming aware that it has occurred or will occur. In no event shall lack of finances or ability to pay as a result of the financial condition of either party be considered a Force Majeure Event.
11. **CANCELLATION** – Upon written acceptance of an order by the Seller, Buyer may not cancel or terminate for convenience, or direct suspension of manufacture, except with Seller's express written consent, and then only upon terms that will compensate Seller for its engineering, fabrication, and purchasing charges and any other costs relating to such cancellation, termination or suspension, plus a reasonable amount for profit and overhead. This amount is agreed to be seventy-five (75) percent of the purchase order value if the cancellation request is received three weeks or more in advance of the order due date. Cancellation requests received three weeks or less in advance of the order due date are subject to one-hundred (100) percent of the purchase order value.
12. **ETHICAL BUSINESS PRACTICES** – Seller requires manufacturing and business practices that are compliant with all applicable laws and regulations, including the need to conduct all transactions in compliance with ethical business practices. Both the Seller and the Buyer agree that neither of them nor their employees, agents, representatives, or other intermediaries will engage in any activity that may be construed to be in violation of their respective codes of ethical business practices or applicable law. Buyer acknowledges and agrees that it shall not, in regards to the sale or resale of the Seller's products, make any payment or transfer of value to any third party (including through any or multiple intermediaries) that would cause either the Buyer, Seller or any of Seller's affiliates to violate either the U.S. Foreign Corrupt Practices Act or any other applicable anti-corruption laws. The Buyer shall indemnify and hold Seller and Seller's affiliates harmless in the event of any breach of this paragraph by Buyer or any of its intermediaries.
13. **LIMITATION OF LIABILITY** – NEITHER SELLER AND ITS AFFILIATES AND THEIR RESPECTIVE OFFICERS, DIRECTORS, EMPLOYEES, AGENTS, INSURERS, AND ATTORNEYS SHALL BE LIABLE, WHETHER IN CONTRACT, WARRANTY, FAILURE OF A REMEDY TO ACHIEVE ITS INTENDED OR ESSENTIAL PURPOSES, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY, INDEMNITY OR ANY OTHER LEGAL THEORY, FOR LOSS OF USE, REVENUE OR PROFIT, OR FOR COSTS OF CAPITAL OR OF SUBSTITUTE USE OR PERFORMANCE, OR FOR INDIRECT, SPECIAL, LIQUIDATED, INCIDENTAL OR CONSEQUENTIAL DAMAGES, OR FOR ANY OTHER LOSS OR COST OF A SIMILAR TYPE, OR OTHER CLAIMS BY BUYER FOR ANY DAMAGES OR LOSSES. SELLER'S MAXIMUM LIABILITY FOR ALL CLAIMS AND LOSSES ARISING OUT OF THE MANUFACTURE OR SALE OF THE PRODUCTS SHALL BE THE PRICE CONFIRMED BY THE SELLER RELATING TO THE INDIVIDUAL SALE TRANSACTION WITH THE BUYER. BUYER AND SELLER AGREE THAT THE EXCLUSIONS AND LIMITATIONS OUTLINED IN THIS SECTION ARE SEPARATE AND INDEPENDENT FROM ANY REMEDIES WHICH BUYER MAY HAVE HEREUNDER AND SHALL BE GIVEN FULL FORCE AND EFFECT WHETHER OR NOT ANY OR ALL SUCH REMEDIES SHALL BE DEEMED TO HAVE FAILED OF THEIR ESSENTIAL PURPOSE.
14. **GOVERNING LAW** – The terms of the sale of the Products shall be governed and controlled in all respects by the laws of the State of Arizona and all disputes, including interpretation, enforceability, validity, and construction, shall be determined under the law of the State of Arizona without regard to any conflict of law provisions. Any dispute arising between the parties will be finally resolved in the state or federal courts located in Maricopa County, Arizona. Each party consents to personal jurisdiction in the state and federal courts of the State of Arizona for any and all matters related to or arising out of the sale, attempted sale, delivery, warranty, maintenance or use of the Products, and agrees that personal jurisdiction in any such court will be deemed proper. The Buyer shall be liable to Seller for any attorney fees and costs incurred by Seller in enforcing any of its rights hereunder.
15. **STATUTE OF LIMITATIONS** – To the extent permitted by applicable law, any lawsuit for breach of contract, including breach of warranty, arising out of the transactions covered by this Purchase Order, must be commenced not later than twelve (12) months from the date the cause of action accrued.
16. **CHANGES IN LAWS AND REGULATIONS** – Seller's prices and timely performance are based on all applicable laws, rules, regulations, orders, codes, standards, or requirements of governmental authorities effective on the date of Seller's proposal. Any applicable change to the foregoing shall entitle Seller to an equitable adjustment in the prices and time of performance.
17. **COMPLIANCE WITH EXPORT LAWS AND REGULATIONS** – Certain Products manufactured by the Seller, as well as technical data related thereto, may be subject to export licensing controls under the U.S. Export Administration Regulations and/or the U.S. International Traffic in Arms Regulations, which require licensing for and/or prohibit the export or diversion of the Seller's products to certain countries. If Buyer is responsible for obtaining export approvals, Buyer warrants that it will not assist or participate in any export of the Seller's products or related technical data without first obtaining the required export license and will not knowingly assist or participate in any such diversion or other violation of applicable U.S. laws and regulations. If Seller is responsible for obtaining export approvals, The Buyer shall assist the Seller, as necessary, in obtaining such approvals. Buyer shall indemnify and hold the Seller and its affiliates harmless from any losses or claims arising out of or related to Buyer's failure to comply with applicable export control laws and regulations.
18. **GOVERNMENT CONTRACTS** – In the event, any Seller quote is placed in support of a United States Government prime contract, or higher-tiered subcontract, such quote is expressly conditioned on Buyer's award to Seller of a firm-fixed-price, commercial item subcontract, subject to these Terms and Conditions, as well as those applicable Federal Acquisition Regulation (FAR), and Department of Defense FAR Supplement (DFARS) clauses that are required for commercial item subcontracts under FAR clause 52.244-6, Subcontracts for Commercial Items, and DFARS clause 252.244-7000, Subcontracts for Commercial Items. Seller may also accept a minimal number of additional FAR and DFARS clauses that Buyer identifies as necessary for it to comply with its contractual

TERMS AND CONDITIONS OF SALE

obligations under its prime contract, or higher-tiered subcontract, which additional clauses are to be negotiated and agreed between the parties. All other FAR and DFARS clauses are expressly rejected by Seller.

19. **COMPLIANCE WITH LAWS** - Buyer agrees to comply with all applicable local, state, federal and foreign laws, orders, directives and regulations at any time in effect, including, but not limited to, (a) those found in 41 CFR 60 requiring equal opportunity and affirmative action without regard to race, color, religion, sex, national origin, presence of a disability or status as a special disabled veteran or Vietnam era veteran, and (b) global anti-corruption laws, including without limitation the U.S. Foreign Corrupt Practices Act and the U.K. Bribery Act, all of which are specifically incorporated herein by reference. If Buyer fails to comply with the provisions of this paragraph, Seller may, by written notice to Buyer, terminate any Order for Buyer's default in addition to exercising any other rights or remedies provided by law.
20. **RELATIONSHIP OF THE PARTIES** – Buyer and Seller are independent contractors, and nothing in the contract makes either party the agent or legal representative of the other party for any purpose. Neither party has the authority to assume or to create any obligation on behalf of the other party.
21. **WAIVER** – The failure of Seller to enforce any right or remedy provided in the contract or by law on a particular occasion will not be deemed a waiver of that right or remedy on a subsequent occasion or a waiver of any other right or remedy.
22. **SEVERABILITY** – A finding that any provision of these Terms and Conditions or an accepted purchase order is invalid or unenforceable in any jurisdiction will not affect the validity or enforceability of any other provision of these Terms and Conditions or accepted purchase order or the validity or enforceability of that provision in any other jurisdiction.
23. **ASSIGNMENT and DELEGATION** – No right or interest in the sale of Products hereunder shall be assigned by the Buyer without the written permission of the Seller. No delegation of any obligation owed, or the performance of any obligation by the Buyer, shall be made without the written permission of the Seller. Any attempted assignment or delegation shall be wholly void and totally ineffective for all purposes unless made in conformity with this section. Seller shall have the right to assign its obligations to any affiliate of the Seller or any successor to substantially all of the business or assets of the Seller.
24. **THIRD-PARTY RIGHTS** – Notwithstanding any provision of law, no third-party (including Buyer's customer) shall have any right to enforce these Terms and Conditions or any other contractual rights against Seller or its affiliates.
25. **HEADINGS** – The headings of the various paragraphs of these Terms and Conditions have been inserted for convenient reference only. They shall not, to any extent, have the effect of modifying, amending, or changing the expressed terms and provisions hereof.
26. **ENTIRE AGREEMENT** – These Terms and Conditions, including any attachments hereto, constitutes the entire understanding and agreement between the parties and supersedes any prior oral or written agreements with respect to the subject matter hereof. No course of prior dealings between the Seller and Buyer and no usage of the trade shall be relevant to supplement or explain any term used herein. Acceptance or acquiescence in the course of performance rendered hereunder shall not be relevant to determine the meaning of these Terms and Conditions even though the accepting or acquiescing party has knowledge of the performance and opportunity for objection. Whenever a term defined by the Uniform Commercial Code is used herein, the definition contained in the Uniform Commercial Code shall control.

