



SALES TERMS AND CONDITIONS

This Terms and Conditions (“T&C”) and, if applicable, the Purchase and Supply Agreement between the parties (collectively where applicable with this T&C, these “Sales Terms”), and with any other terms and/or schedules referenced on such other document (collectively with the Sales Terms, the “Agreement”), shall govern all transactions between the purchaser (“Purchaser”) and Kaneka Aerospace LLC (“KAE”).

1. Each order is expressly conditioned upon Purchaser’s acceptance of the Agreement (including all of the terms and conditions) in its entirety without any additions, modifications or exceptions. KAE reserves the unconditional right to reject any order, in whole or in part, and KAE will not be liable to Purchaser for failure or refusal to accept any order. The issuance of advice, approvals or instructions by KAE’s technical personnel or other representatives will be deemed expressions of personal opinion only and will not affect or alter the parties’ rights and obligations hereunder. Any order submitted by Purchaser which varies from the Agreement shall be deemed null and void in respect of the variance, and the terms and conditions of the Agreement shall govern and prevail with respect to such order. Without limiting the foregoing, any terms, conditions, quotations or proposals submitted by Purchaser (by separate acknowledgment or otherwise) inconsistent with or in addition to the terms and conditions contained in the Agreement are objected to, deemed null and void, and are hereby rejected without need of any further or additional notice of rejection, and KAE’s silence or failure to respond to any such term, condition, quotation or proposal submitted by Purchaser will not be deemed to be an acceptance or approval thereof or a waiver of KAE’s rights under the Agreement. KAE does not accept, expressly or impliedly, and KAE hereby rejects, any additional or different terms or conditions that the Purchaser presents either before or after the date hereof, including, but not limited to, any terms or conditions contained or referenced in any order, purchase order, acceptance, acknowledgment, or other document, or established by trade usage or prior course of dealing, unless KAE expressly and unambiguously agrees to such terms and conditions in a writing duly signed by an authorized KAE representative. By ordering, receiving, accepting or using KAE products (“Products”) or otherwise proceeding with any transaction after the date hereof or after otherwise being notified that such transactions are subject to the Agreement, Purchaser hereby agrees to the terms and conditions of the Agreement including this form of T&C. In the event of any conflict between these Sales Terms and any specific, invoice, warranty statement, order, purchase order or other document, the terms and conditions of these Sales Terms shall govern and prevail. In the event that there is any ambiguity or conflict regarding the terms and conditions of prior orders between the parties, these Sales Terms shall govern and control. In the event of any conflict between this T&C and any applicable Purchase and Supply Agreement between KAE and Purchaser, the terms of the Purchase and Supply Agreement shall supersede those conflicting terms.

2. Payment terms are as stated on the front of each invoice. Except as otherwise set forth in a written agreement by Purchaser and KAE: (a) prices do not include freight and insurance; (b) prices do not include sales, use, VAT, excise or other taxes, or any customs duties or levies, all of which shall be borne by the Purchaser; (c) all orders are subject to acceptance by KAE; and (d) risk of loss of or damage to goods shall pass to the Purchaser at the shipping point. All orders are subject to credit approval, or receipt of payment. Until KAE has received full payment for all Products supplied to Purchaser, KAE shall retain title (or, where such reservation is invalid, a purchase money security interest) in all Products delivered to Purchaser and acquire title to any resale proceeds to the extent legally permissible under applicable law.

3. Performance is excused and no liability shall result from any delay in performance or nonperformance, caused by circumstances beyond the control of the party affected, including but not limited to, war or hostilities, Acts of God, pandemic, medical crisis, material shortages, labor actions or strikes, delays in transportation, inability to obtain labor or materials through regular sources, accident, fire, or explosion. KAE

warrants that the Products will conform to KAE’s then current specifications or any other specifications accepted by KAE in writing prior to manufacturing the Products. IN NO EVENT SHALL KAE BE LIABLE FOR ANY CONSEQUENTIAL, INDIRECT, EXEMPLARY, SPECIAL, PUNITIVE OR INCIDENTAL DAMAGES OR LOST PROFITS, WHETHER FORESEEABLE OR UNFORESEEABLE, BASED ON PURCHASER’S CLAIMS OR THOSE OF ITS CUSTOMERS, ARISING OUT OF BREACH OR FAILURE OF EXPRESS OR IMPLIED WARRANTY, BREACH OF CONTRACT, MISREPRESENTATION, NEGLIGENCE, STRICT LIABILITY IN TORT OR OTHERWISE, INCLUDING, WITHOUT LIMITATION, ANY DAMAGES, LOST PROFITS AND/OR LIABILITIES ARISING FROM OR RELATING TO THE INTEGRATION OR COMBINATION OF THE PRODUCTS INTO FINISHED PRODUCTS. IN NO EVENT SHALL THE AGGREGATE LIABILITY THAT KAE MAY INCUR IN ANY ACTION OR PROCEEDING EXCEED THE TOTAL AMOUNT ACTUALLY PAID BY PURCHASER, AS APPLICABLE, FOR THE PRODUCTS THAT DIRECTLY CAUSED THE DAMAGES. THE REMEDIES AND LIMITATIONS CONTAINED IN THE AGREEMENT SHALL BE THE SOLE AND EXCLUSIVE REMEDIES OF THE PURCHASER. EXCEPT AS EXPRESSLY SET FORTH IN THE AGREEMENT, KAE MAKES NO WARRANTY OF ANY KIND, EXPRESS OR IMPLIED, RELATING TO THE PRODUCT AND/OR THE INTEGRATION OR COMBINATION OF THE PRODUCT WITH OR INTO A FINISHED PRODUCT, WHETHER USED ALONE OR IN COMBINATION WITH OTHER SUBSTANCES. WITHOUT LIMITING THE FOREGOING, SPECIFICALLY EXCLUDED AND DISCLAIMED ARE THE IMPLIED WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE AND THE IMPLIED WARRANTY OF MERCHANTABILITY.

4. Purchaser shall promptly inspect the Product shipment and Product sample for any damage to packaging, shortage or non-conformance (including without limitation, with KAE specifications) to this Agreement. Within thirty (30) days after the delivery date of such Products, Purchaser shall inform KAE in writing of the claim supported with reasonable evidence of such damage, shortage, or non-conformance, or the claim is waived. KAE shall not be responsible for any damages beyond, at Purchaser’s option, the replacement of or issue credit note in the amount of the purchase price for the Products which are the subject of any proven claim. As it is not always practical to make goods to individual specifications in exact quantities, KAE reserves the right to under-ship or over-ship by an amount equal to ten percent (10%) of total Agreement quantity, adjusting the total price payable by Purchaser accordingly. Purchaser expressly assumes any and all risk of injury, damage to property and other damages and liabilities arising from or related to the use or misuse of the Products by Purchaser, its customers and/or any and all end-user(s). Purchaser shall indemnify and hold KAE harmless from any liability for injury or damage to or claims by third parties, including KAE’s attorney’s fees, arising from use of the Products or finished products containing the Products. KAE will not accept charge backs or offsets for handling, administration fees, service fees or penalties of any kind without its prior written consent.

5. The use in any manner of KAE trade names, trademarks, copyrights, logos, markings, artwork, names and/or logos is prohibited without KAE’s prior written consent, which may be contained in an applicable trademark license agreement. Purchaser agrees that it will NOT resell, directly or indirectly, or allow any third party to resell (directly or indirectly), any KAE Products without KAE’s prior written consent. Certain Products sold by KAE and other related technology and documentation are subject to export control laws, regulations and orders of the United States and other countries (“Export Laws”). Purchaser will at all times comply with all such Export Laws and will not directly or indirectly export or divert any Products or any related technology or documentation to any third party or country if such export or transmission is restricted or prohibited. Customer agrees that it is responsible to obtain



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any licenses to export, re-export, or import as may be required by applicable law.

6. This Agreement contains the entire understanding between the parties with regard to the matters set forth herein. There are no representations, warranties, agreements, arrangements, undertakings, oral or written, between or among the parties hereto relating to the subject matter of this Agreement not fully expressed herein. The validity, interpretation and performance of this Agreement shall be governed by the laws of the State of California, without regard to conflicts of law principles that would require application of any other law. The parties shall resolve all disputes arising out of or related to this Agreement, or to the interpretation, performance, breach or termination hereof, exclusively in the state or federal courts located in Solano County, California. In any such litigation the prevailing party, as determined by the court, shall be entitled to recover reasonable attorneys' fees and costs. The parties submit to the exclusive jurisdiction of any state or federal court located in Solano County, California for purposes of such dispute resolution, and the parties waive any objection to the venue or personal jurisdiction of said courts.