

ASC ENGINEERED SOLUTIONS, LLC

TERMS AND CONDITIONS OF SALE

1. Controlling Provisions; Order of Precedence.

These Terms and Conditions of Sale (these "Terms") govern all sales of products, equipment, and parts manufactured, distributed, or sold (together, "Products") by the ASC Engineered Solutions entity identified on the face of the applicable quotation, order acknowledgment, or invoice ("Seller") to the buyer identified thereon ("Buyer") pursuant to any purchase order, release, or other order for Products (each, an "Order"). These Terms supersede and control over any prior or contemporaneous written or oral agreement, understanding, representation, or promise, and over any pre-printed, standard, or additional terms and conditions contained in or attached to Buyer's request for quote, purchase order, invoice, order acknowledgment, or similar document, all of which are hereby objected to and rejected, whether or not such terms materially alter these Terms. Seller's quotation, acknowledgment of an Order, or shipment of Products will not constitute acceptance of any terms and conditions proposed by Buyer, and no such terms will become part of the agreement between the parties unless expressly agreed to in a writing signed by an authorized representative of Seller. These Terms may not be amended, modified, or supplemented except by a written agreement signed by an authorized representative of Seller and Buyer.

SELLER'S ACCEPTANCE OF ANY ORDER IS EXPRESSLY MADE CONDITIONAL ON BUYER'S ASSENT TO THESE TERMS. SELLER'S COMMENCEMENT OF PERFORMANCE OR SHIPMENT OF PRODUCTS IS NOT AN ACCEPTANCE OF, AND DOES NOT CONSTITUTE ASSENT TO, ANY ADDITIONAL OR DIFFERENT TERM PROPOSED BY BUYER, AND ANY SUCH TERM IS DEEMED A MATERIAL ALTERATION THAT IS OBJECTED TO AND REJECTED WITHOUT NEED FOR FURTHER NOTICE OF OBJECTION.

2. Buyer's Representations; Sophisticated Purchaser.

Buyer represents and warrants that it is a corporation, limited liability company, partnership, or other business entity purchasing the Products for use in its commercial or business operations, and not a natural person purchasing primarily for personal, family, or household use. Buyer further represents that it is a sophisticated commercial purchaser with access to legal counsel, that it has had a full and fair opportunity to review and negotiate these Terms, and that the allocation of risk set forth in these Terms — including the warranty disclaimers, limitation of liability, and indemnification obligations — was specifically bargained for and reflected in the price charged for the Products.

3. Prices; Payment.

Prices and designs are subject to change without notice unless a firm price has been confirmed in writing by Seller. All prices are F.O.B. point of shipment unless otherwise stated in writing by Seller. Buyer will pay for all extra work requested by Buyer or made necessary by the incompleteness or inaccuracy of plans, specifications, or other information furnished by Buyer. Seller's invoice will be issued upon Seller's readiness to ship. Payment in full is due within thirty (30) days of the invoice date, without offset, deduction, or counterclaim of any kind. A service charge will accrue on all past-due amounts at the rate of one and one-half percent (1.5%) per month, or the maximum rate permitted by applicable law, whichever is greater, from the due date until paid. Buyer will reimburse Seller for all costs of collection, including reasonable attorneys' fees, incurred in collecting past-due amounts. Seller may, in its sole discretion, require full or partial payment in advance, a letter of credit, or other security as a condition of accepting or continuing to perform any Order.

4. Security Interest.

To secure payment of all amounts due under an Order, Buyer grants Seller a purchase-money security interest in the Products sold under that Order and all proceeds thereof, which security interest will continue until Seller has received payment in full for such Products. Buyer authorizes Seller to file UCC-1 financing statements, and any continuation or amendment thereof, evidencing this security interest, in any jurisdiction Seller deems appropriate, without Buyer's further signature, and Buyer will execute and deliver any additional documents reasonably requested by Seller to perfect or protect this security interest.

5. Price Escalation.

For any Order with a scheduled shipment date more than ninety (90) days after the Order date, Seller may increase the price stated in the Order to reflect any increase, measured as of the date of shipment, in the cost of raw materials (including steel, iron, and other metals), energy, freight, or labor, whether measured by a recognized published industry index or, absent an applicable index, by Seller's documented cost increase, upon written notice to Buyer. Buyer's sole remedy with respect to any such price increase is to cancel the affected, unshipped portion of the Order, subject to the cancellation charges set forth in Section 15.

6. Delivery; Shipment; Title and Risk of Loss.

Shipment and delivery dates are estimates only and are not guaranteed. Seller will use commercially reasonable efforts to meet estimated shipment dates but will have no liability for any delay in shipment or delivery, and Buyer's sole and exclusive remedy for any such delay is an extension of the delivery date. If Buyer requests or causes a delay or suspension in completion or shipment of Products, Buyer will bear all resulting costs and scheduling impact, and any delay exceeding thirty (30) days will require Buyer to immediately take title to and risk of loss for the Products and to arrange and pay for storage. Title and risk of loss in the Products pass to Buyer upon Seller's delivery of the Products to the carrier at the point of shipment, regardless of who arranges or pays for freight. The cost of any special packing or handling required by Buyer's requirements or requests will be added to the price of the Order.

7. Force Majeure.

Seller will not be liable for any failure or delay in performance, including delay in delivery, resulting from causes beyond Seller's reasonable control, including without limitation acts of God, acts of government, acts or omissions of Buyer (including any failure by Buyer to timely furnish information required by Seller to design, manufacture, or deliver Products), fire, labor disputes or shortages, boycotts, floods, epidemics or pandemics, quarantine restrictions, war, insurrection, terrorism, riot, civil or military authority, freight embargoes, transportation shortages or delays, unusually severe weather, cyberattack, or the inability to obtain necessary labor, materials, energy, or manufacturing facilities. Upon the occurrence of any such event, the date for Seller's performance will be extended for a period equal to the duration of the delay, and Seller may allocate available Products among its customers and its own operations in its sole discretion. If a force majeure event under this Section continues for more than ninety (90) consecutive days, Seller may terminate the affected Order, or the affected portion thereof, without liability, upon written notice to Buyer.

8. Warranty.

Seller warrants that Products manufactured by Seller will be free from defects in workmanship and material under normal use and service, when used for the purpose and under the conditions for which they are intended, for a period of one (1) year from the date of shipment (the "Warranty Period"). Seller's sole obligation, and Buyer's sole and exclusive remedy, for any breach of this warranty is limited, at Seller's sole

option, to repair or replacement of the defective Product F.O.B. point of manufacture, or issuance of a credit or monetary adjustment not to exceed the net sales price of the defective Product. Buyer must notify Seller in writing of any claimed defect within ten (10) days after Buyer's receipt of the Product, and, if requested by Seller, promptly return the defective Product to Seller, freight prepaid, for inspection. Buyer is solely responsible for all costs of removal, reinstallation, and freight. This warranty does not apply to, and Seller disclaims all liability with respect to, any Product or part that has (a) been repaired or altered by anyone other than Seller, (b) been subjected to misuse, abuse, negligence, or accident, or (c) been installed, operated, or maintained other than in accordance with Seller's instructions and recommendations. Where Products are manufactured to specifications, drawings, or designs furnished by Buyer, this warranty covers only conformance of the Product to those specifications, drawings, or designs, and Seller has no liability for, and this warranty does not cover, any defect, deficiency, or nonconformity attributable to Buyer's specifications, drawings, or designs, regardless of Seller's manufacture in accordance therewith. For Products of other manufacturers that Seller resells, Seller's warranty is limited to, and passes through, the warranty (if any) extended by that manufacturer, and Seller makes no independent warranty with respect to such Products.

THE FOREGOING WARRANTY IS EXCLUSIVE AND IS IN LIEU OF ALL OTHER WARRANTIES OF ANY KIND, WHETHER EXPRESS, IMPLIED, OR STATUTORY, INCLUDING WITHOUT LIMITATION THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND NON-INFRINGEMENT, ALL OF WHICH ARE HEREBY DISCLAIMED. No employee, agent, dealer, or representative of Seller is authorized to give any warranty other than as expressly set forth herein, or to assume for Seller any other liability in connection with any Product. Seller reserves the right to modify the design of Products, or the drawings and specifications relating thereto, or to substitute Products of later design, provided such modification or substitution does not materially and adversely affect performance.

9. Deemed Acceptance; Waiver of Rejection.

Buyer's failure to notify Seller in writing of any claimed defect, shortage, or nonconformity within the period specified in Section 8, or Buyer's use, resale, or incorporation of any Product into another product, assembly, or system, constitutes Buyer's irrevocable acceptance of the Product and an irrevocable waiver of any right to reject the Product or revoke acceptance, whether under Article 2 of the Uniform Commercial Code or any other law.

10. Product Suitability; Code Compliance.

Buyer is solely responsible for determining the suitability of the Products for Buyer's intended application, including compliance with all applicable building, mechanical, fire protection, and life-safety codes, standards, and regulations (including NFPA and other codes applicable to fire protection or sprinkler systems). Some Products may be intended for incorporation into fire protection, sprinkler, or other life-safety systems.

SELLER MAKES NO REPRESENTATION OR WARRANTY THAT ANY PRODUCT, AS SPECIFIED, DESIGNED, INSTALLED, COMBINED WITH OTHER PRODUCTS, OR USED BY BUYER OR ANY THIRD PARTY, SATISFIES ANY BUILDING, FIRE, OR LIFE-SAFETY CODE, STANDARD, OR REGULATION. Responsibility for system design, engineering, code compliance, and proper installation of the Products rests solely with Buyer, Buyer's engineer of record, and/or the installing contractor. None of the foregoing responsibilities are undertaken by Seller unless expressly agreed in a separate writing signed by an authorized representative of Seller.

11. Limitation of Liability.

THE REMEDIES SET FORTH IN THESE TERMS ARE BUYER'S SOLE AND EXCLUSIVE REMEDIES. SELLER'S TOTAL CUMULATIVE LIABILITY TO BUYER AND ANY THIRD PARTY, WHETHER ARISING FROM THIS ORDER, ANY PRODUCT, OR OTHERWISE, AND REGARDLESS OF THE FORM OF ACTION OR LEGAL THEORY ASSERTED (WHETHER IN CONTRACT, TORT, INCLUDING NEGLIGENCE AND STRICT LIABILITY, WARRANTY, OR OTHERWISE), WILL NOT EXCEED THE ORDER PRICE OF THE SPECIFIC PRODUCT GIVING RISE TO THE CLAIM. IN NO EVENT WILL SELLER, ITS AFFILIATES, OFFICERS, EMPLOYEES, AGENTS, SUBCONTRACTORS, SUPPLIERS, OR REPRESENTATIVES BE LIABLE FOR ANY SPECIAL, INDIRECT, INCIDENTAL, CONSEQUENTIAL, EXEMPLARY, OR PUNITIVE DAMAGES OF ANY KIND, INCLUDING WITHOUT LIMITATION LOSS OF USE, LOSS OF REVENUE OR PROFITS, LOSS OF DATA, INVENTORY OR USE CHARGES, COST OF CAPITAL, COST OF SUBSTITUTE PRODUCTS, OR CLAIMS OF BUYER'S CUSTOMERS, WHETHER OR NOT SELLER HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, AND WHETHER ARISING BEFORE OR AFTER COMPLETION OF SELLER'S OBLIGATIONS. THESE LIMITATIONS APPLY NOTWITHSTANDING THE FAILURE OF ANY LIMITED OR EXCLUSIVE REMEDY TO ACHIEVE ITS ESSENTIAL PURPOSE.

12. Liquidated Damages; Backcharges Disclaimer.

Seller is not bound by, and expressly rejects, any liquidated damages, penalty, retainage, backcharge, or similar provision contained in Buyer's request for quote, purchase order, specifications, or any other Buyer document, unless that specific provision is expressly agreed to in a writing signed by an authorized representative of Seller that references this Section by number. Buyer may not withhold payment otherwise due to Seller or impose any backcharge against Seller except as expressly permitted by such a signed writing.

13. Indemnification.

Buyer will indemnify, defend, and hold harmless Seller, its affiliates, and their respective officers, employees, agents, subcontractors, suppliers, and representatives (collectively, "Seller Indemnitees") from and against any and all claims, demands, suits, judgments, losses, damages, fines, penalties, costs, and expenses, including reasonable attorneys' fees and defense costs, arising out of or related in any way to (a) Buyer's or any third party's use, handling, installation, storage, or resale of the Products, (b) any act or omission of Buyer in connection with this Order or the Products, or (c) any breach by Buyer of this Order, in each case regardless of whether such claim is caused or contributed to by the negligence (whether sole, joint, or concurrent) of any Seller Indemnitee, except to the extent such claim is finally determined by a court of competent jurisdiction to have resulted solely from the gross negligence or willful misconduct of Seller. If Buyer's indemnification obligation is prohibited or limited by applicable law, it will be enforced to the maximum extent permitted, and the remainder of Buyer's obligations will remain in full force and effect.

14. Buyer's Insurance.

Buyer will, at its own expense, maintain commercial general liability insurance, including products-completed operations and contractual liability coverage, with limits of not less than \$2,000,000 per occurrence, and will name Seller and its affiliates as additional insureds under such policy with respect to claims arising out of Buyer's use, installation, or resale of the Products. Upon Seller's request, Buyer will furnish Seller with a certificate of insurance evidencing such coverage. Buyer's obligations under this Section are independent of, and do not limit, Buyer's indemnification obligations under Section 13.

15. Changes; Cancellation; Returns.

No change, alteration, or addition to the plans, specifications, quantities, or construction schedule underlying an Order will be effective unless approved in writing by Seller. If Seller elects to proceed with any change

requested by Buyer before the parties agree in writing on the resulting price and schedule impact, Seller's good-faith estimate of such impact will be deemed accepted by Buyer. Buyer may cancel an Order only upon written notice to Seller and payment of Seller's reasonable cancellation charges, including all costs incurred and profit lost as a result of the cancellation. Orders for special, custom, or non-standard Products are not subject to cancellation or return except on such terms as Seller may specify. No return of any Product will be accepted without Seller's prior written consent. If a return is authorized, any credit will be net of (a) the cost of restoring the Product to salable condition if it is not received by Seller in first-class condition, (b) a handling charge, and (c) unprepaid transportation charges.

16. Termination for Convenience.

Seller may, at any time prior to shipment, decline to accept, or cancel any unfulfilled portion of, an Order for any reason or no reason upon written notice to Buyer. In such event, Seller's sole liability will be to refund any amount prepaid by Buyer for the cancelled, unshipped portion of the Order, and Seller will have no liability for lost profits, cover costs, or any other damages arising from such cancellation.

17. Shipping Claims.

Claims for Products damaged, shorted, or lost in transit must be made against the carrier, not Seller, regardless of who selected the carrier or paid freight.

18. Taxes.

Seller's prices do not include, and Buyer is solely responsible for, all sales, use, excise, value-added, goods and services, gross receipts, and other similar taxes, and all duties and governmental charges of any kind, however designated, now or hereafter levied on the sale, shipment, or use of the Products, exclusive of taxes on Seller's net income.

19. Nuclear Plant Applications.

Where any Products, engineering design, or fabrication furnished under an Order is for use in a nuclear plant application, Buyer agrees that, in addition to and not in limitation of the other provisions of these Terms: (a) Buyer will take all necessary steps to name Seller as an additional insured under the American Nuclear Insurers (ANI) pool, the Mutual Atomic Energy Reinsurance Pool (MAERP), or comparable insurance arrangements outside the United States (including the European Mutual Insurance for Nuclear Installations), for property damage and liability coverage, and, to the extent such steps could have been taken but were not, Buyer will hold Seller harmless against all losses, claims, and damages that would otherwise have been covered; (b) Buyer will hold Seller harmless with respect to any personal injury, death, property damage, or other loss arising from a nuclear incident caused directly or indirectly by defective design, material, or workmanship furnished by Seller and covered (or which could have been covered had Buyer not elected to self-insure) by insurance maintained by Buyer, and Buyer waives, and will cause its insurers to waive, subrogation against Seller with respect to any such loss; and (c) as to any nuclear hazard for which insurance coverage is unavailable to Buyer, Seller's liability for personal injury, death, property damage, or other loss directly caused by Seller will not exceed the value of the Products furnished by Seller giving rise to the loss. This Section 19 survives completion, termination, or expiration of the Order.

20. Export/Import Compliance.

Buyer will comply with all applicable export control, import, sanctions, and anti-boycott laws and regulations of the United States and any other applicable jurisdiction. Buyer will not use, transfer, release, export, or re-

export any Product, directly or indirectly, in violation of any such law or regulation, and will obtain, at its own expense, any export or import license or other governmental authorization required for its use, transfer, or resale of the Products.

21. Compliance with Laws; Anti-Bribery.

Each party will comply with all laws, regulations, codes, and standards applicable to its performance under the Order, including the U.S. Foreign Corrupt Practices Act and other applicable anti-bribery and anti-corruption laws. Buyer represents and warrants that no payment or thing of value has been or will be offered, promised, or given, directly or indirectly, to any government official or other person in violation of applicable law in connection with the Order.

22. Confidentiality; Intellectual Property; Trademarks.

All drawings, specifications, designs, know-how, and other technical or commercial information furnished by Seller, and all intellectual property embodied in or relating to the Products, are and will remain the sole property of Seller (or its licensors). Nothing in an Order or these Terms grants Buyer any license or other right in Seller's intellectual property except the right to use the Products purchased for their intended purpose. Buyer will maintain in confidence, and will not disclose or use except as necessary to use the Products, any non-public technical or commercial information Buyer receives from Seller in connection with an Order. Buyer may not use Seller's name, trademarks, trade dress, or logos, or otherwise refer to its business relationship with Seller, in any advertising, publicity, press release, or promotional material without Seller's prior written consent.

23. Credit; Suspension of Performance.

Seller may, at any time, review Buyer's creditworthiness and, based on the results of that review or Buyer's payment history, (a) modify credit terms, (b) require full or partial prepayment, a letter of credit, or other security for any Order, and/or (c) suspend or terminate performance under any Order, without liability to Buyer, if Buyer fails to make any payment when due, becomes insolvent, makes an assignment for the benefit of creditors, or becomes subject to any bankruptcy, insolvency, or receivership proceeding. Seller's rights under this Section are in addition to, and not in lieu of, any other rights or remedies available to Seller.

24. Set-Off.

All amounts owed by Buyer to Seller are due and payable in accordance with the terms of the applicable Order. Buyer may not withhold, offset, or reduce any such amount against any sum Buyer claims is owed to it by Seller or any of Seller's affiliates under any other transaction, whether or not related to the Order.

25. Assignment.

Buyer may not assign an Order, or any right or obligation under it, whether by operation of law or otherwise, without Seller's prior written consent, and any purported assignment in violation of this Section is void. Seller may assign an Order, or any right or obligation under it, without Buyer's consent.

26. Third-Party Beneficiaries.

These Terms and each Order are solely for the benefit of Seller and Buyer. No third party — including Buyer's customers, end users, subcontractors, or any downstream purchaser or user of the Products — is an intended or third-party beneficiary of these Terms or any Order, and no such third party has any right to enforce any provision hereof.

27. Time Limitation to Bring Action; Waiver of Jury Trial.

No suit, cause of action, or other proceeding relating to an Order or the Products may be brought by either party more than one (1) year after the cause of action accrues or one (1) year after the claim arises, whichever period expires first, regardless of whether the claim was known at the time it arose and regardless of the legal theory asserted. **EACH PARTY IRREVOCABLY WAIVES ANY RIGHT TO TRIAL BY JURY IN ANY ACTION, PROCEEDING, OR COUNTERCLAIM ARISING OUT OF OR RELATING TO AN ORDER OR THESE TERMS.**

28. Governing Law; Venue.

These Terms, and all Orders issued by a Seller entity organized in the United States, will be governed by and construed in accordance with the laws of the State of Illinois, without giving effect to its conflict of laws principles. The parties irrevocably submit to the exclusive jurisdiction of the courts located in DuPage County, Illinois (or, if federal subject matter jurisdiction exists, the United States District Court for the Northern District of Illinois), for any action arising out of or relating to an Order or these Terms, and waive any objection to venue or forum non conveniens. For Orders issued by a Seller entity organized outside the United States, these Terms will instead be governed by, and the parties submit to the exclusive jurisdiction of the courts located in, the jurisdiction in which that Seller entity is organized.

29. Notices.

Any notice required or permitted under these Terms must be in writing and delivered by email (with confirmation of receipt), nationally recognized overnight courier, or certified mail, to the address or email address specified on the face of the Order or otherwise designated in writing by the receiving party. Notice is effective upon receipt.

30. Miscellaneous.

These Terms, together with the applicable Order, constitute the entire agreement between the parties with respect to their subject matter and supersede all prior agreements and understandings, whether written or oral; no other duty or obligation, including any implied duty of good faith beyond the express terms hereof, will be implied against Seller. Seller's failure to assert, or delay in asserting, any right under an Order will not be deemed a waiver of that right, nor will any waiver of any provision be implied from Seller's acceptance of any payment or from any course of dealing between the parties. If any provision of these Terms is held illegal, invalid, or unenforceable, that provision will be deemed stricken solely to the extent necessary, and all other provisions will remain in full force and effect. The provisions of Sections 3, 4, 8 through 15, and 18 through 29, together with any other provision that by its nature is intended to survive, will survive completion, termination, cancellation, or expiration of any Order. Headings are for convenience only and do not affect interpretation.