
COMPREHENSIVE TERMS AND CONDITIONS OF SALE

Zeman Manufacturing Company

Effective Date: March 2, 2026

Supersedes all prior versions

IMPORTANT NOTICE: ALL SALES BY ZEMAN MANUFACTURING COMPANY ("SELLER") ARE GOVERNED BY THE FOLLOWING TERMS AND CONDITIONS. BY SUBMITTING A REQUEST FOR QUOTE (RFQ), PLACING AN ORDER, OR ACCEPTING PRODUCTS OR SERVICES, BUYER AGREES TO THESE TERMS. TERMS ADDITIONAL TO OR DIFFERENT FROM THOSE STATED HEREIN ARE HEREBY REJECTED UNLESS EXPRESSLY ACCEPTED BY SELLER IN WRITING.

1. ACCEPTANCE AND ENTIRE AGREEMENT

Seller's acceptance of Buyer's purchase order, or commencement of performance, does not constitute acceptance of any terms or conditions proposed by Buyer that differ from these Terms. Buyer's assent is conclusively presumed from: (1) receipt of Seller's order acknowledgment without written objection within ten (10) days; (2) instructing Seller to begin work or ship products; or (3) acceptance of any part of the products ordered. These Terms, together with Seller's order acknowledgment or accepted purchase order, constitute the complete and final agreement between Seller and Buyer, superseding all prior oral or written communications. SELLER AND BUYER AGREE THERE SHALL NOT BE A 'BATTLE OF FORMS' AS DESCRIBED IN UCC SECTION 2-207. Seller may modify these Terms from time to time and such modifications shall be binding upon Buyer.

2. SCOPE OF PRODUCTS AND SERVICES

Seller specializes in precision metal fabrication including tube bending and cutting, CNC machining and forming, welding and assembly, custom component engineering and prototyping, and related services. Materials include stainless steel, aluminum, brass, nickel alloys, titanium, and others. All product capabilities are subject to change and availability.

3. QUOTES, ORDERS, AND CUSTOM MANUFACTURING

All orders are subject to a formal quotation process, review and approval by Seller's engineering and production team, and terms valid only for the period specified in the quote (typically 30 days unless otherwise stated). Seller reserves the right to reject or cancel any RFQ or order at its sole discretion. Products are built to custom specifications agreed upon in writing. Customers are responsible for supplying clear and complete drawings, tolerances, and requirements. Manufacturing tolerances will follow industry standards unless otherwise specified and confirmed in writing by Seller. Seller is not liable for errors resulting from incomplete or ambiguous customer-provided documentation.

4. PURCHASE PRICE AND SURCHARGES

The purchase price shall be the price in effect at time of shipment. If Seller announces a surcharge, it becomes effective as of the date set forth in Seller's announcement, or immediately upon announcement

if no date is stated. All prices are in U.S. dollars and exclusive of taxes, duties, and shipping unless otherwise agreed. Seller reserves the right to adjust pricing at any time due to changes in material cost, scope, surcharges, or other factors with prior notice. Seller shall be bound only upon shipment. All quotations may be changed at any time prior to shipment.

5. PURCHASE ORDER MODIFICATION AND CANCELLATION

Buyer may not modify, cancel, or alter purchase orders after receipt by Seller without Seller's prior written consent. Any such modification or cancellation shall be subject to conditions negotiated at that time and shall include protection of Seller against all losses, including:

- Fees for materials already purchased
- Costs of labor and production to date
- Restocking or administrative charges, as applicable

Custom or in-progress orders may not be eligible for full refunds.

6. PAYMENT TERMS AND DEFAULT

Unless otherwise agreed, payment terms are Net 30 days from the date of invoice, payable in U.S. dollars, subject to Seller's written credit approval. Payments shall be made electronically (ACH, wire transfer) or by check per Seller's instructions. Late payments may incur service fees or interest in accordance with applicable law. If Buyer fails to make full payment or refuses to pay applicable price increases or surcharges, Seller may: (a) immediately suspend performance and cancel the unfinished portion of the order, or (b) proceed with an extension of time for performance. Seller reserves the right to enforce payment of the full purchase price, including surcharges, for products already delivered or in process.

7. CREDIT

Buyer represents that it is solvent and will pay for products in accordance with these Terms. Production, shipment, and delivery are subject to Seller's Credit Department approval. Seller may suspend performance or terminate this agreement if, in Seller's reasonable opinion, Buyer's credit becomes impaired. Seller reserves the right to cancel any order, re-evaluate payment terms, or require full or partial payment in advance or adequate assurance of performance upon a material adverse change in Buyer's financial condition.

8. OFFSETS AND ACCORD & SATISFACTION

Buyer authorizes Seller to credit toward any monies owed by Buyer hereunder any monies owed to Buyer by Seller or any subsidiary, affiliate, or parent of Seller. Checks or payments received from Buyer, regardless of notations or legends, shall be applied against amounts owed with full reservation of Seller's rights and without accord and satisfaction of Buyer's liability.

9. TAXES, DUTIES, AND TARIFFS

Prices quoted do not include any taxes or other assessments. All federal, state, municipal, foreign, or other governmental taxes, duties, tariffs, or other assessments levied with respect to the production, sale, delivery, storage, processing, use, or shipment of products are the responsibility of Buyer. For export orders, Buyer is responsible for any import tariffs, duties, or customs formalities. Buyer agrees to pay all such charges and to reimburse Seller for any payments made by Seller on Buyer's behalf.

10. SHIPPING, DELIVERY, AND RISK OF LOSS

10.1 FOB and Risk of Loss

Unless expressly specified otherwise in Seller's order acknowledgment, all deliveries are FOB Origin (Seller's facility in Lisle, IL) per the UCC definition. Risk of loss passes to Buyer at the point of shipment, regardless of freight arrangement. Seller retains title to products until full payment is received.

10.2 Transportation

Unless specified in Seller's order acknowledgment, price quotations do not include shipment costs. Delivered prices are subject to adjustment for changes in transportation charges including fuel surcharges. Buyer shall provide delivery arrangements within three (3) business days of notice of the ready date. Seller reserves the right to ship without further notice if Buyer fails to arrange within ten (10) business days. Seller reserves the right to select the mode of transportation and, if Buyer's requested method is unavailable, to use an alternate method with notification to Buyer.

10.3 Stocking Agreement Obligations

Where a stocking agreement for finished goods is in effect: Seller shall ship minimum stock quantities within 5 working days of receipt of a release. Shipping tolerance is +/- 10%. Seller is responsible for maintaining finished goods and raw material inventory not to exceed quantities shown in columns labeled 'Max Stock' and 'Maximum Material Commitment'. Buyer is responsible for all finished goods and raw materials Seller has on the floor and on order, not to exceed those same quantities. The stocking agreement may be terminated by either party upon 90 days prior written notice, at which point Buyer assumes liability for all such inventory.

10.4 Inactive Parts

If any part number included in a stocking agreement does not ship for more than 3 months, Buyer agrees to take any inventory held by Seller for that part. That part's stocking arrangement will be revised or converted to spot buy.

11. LIMITED WARRANTIES

THERE ARE NO UNDERSTANDINGS, TERMS, CONDITIONS, OR WARRANTIES NOT FULLY EXPRESSED HEREIN. Seller warrants title to and freedom from encumbrance of the products. Seller warrants that products conform in material respects to specifications accepted in writing by Seller. There are no warranties, express or implied, with respect to products that are misused, abused, or operated on equipment that is improperly designed or maintained. SELLER MAKES NO OTHER WARRANTY, EXPRESS OR IMPLIED. ALL IMPLIED WARRANTIES OF MERCHANTABILITY AND ALL IMPLIED WARRANTIES OF FITNESS FOR ANY PARTICULAR PURPOSE ARE DISCLAIMED AND EXCLUDED FROM THIS AGREEMENT.

12. LIMITATION OF LIABILITY

TO THE FULLEST EXTENT PERMITTED BY LAW, SELLER'S LIABILITY, WHETHER IN CONTRACT, TORT, WARRANTY, NEGLIGENCE, OR OTHERWISE, SHALL NOT EXCEED THE PURCHASE PRICE OF THE PRODUCTS AGAINST WHICH THE CLAIM IS MADE. UNDER NO CIRCUMSTANCES SHALL SELLER BE LIABLE FOR ANY SPECIAL, INDIRECT, INCIDENTAL, OR CONSEQUENTIAL DAMAGES, INCLUDING BUT NOT LIMITED TO DEMURRAGE CHARGES, COSTS OF SHIPMENT, DOWNTIME, LOST PROFITS, OR LOST SALES. Buyer's sole and exclusive remedy for products proven to have failed in material respect shall be, at Seller's discretion: (1) replacement at point of shipment; (2) repair at a location determined by Seller; or (3) credit against the purchase price. Any credits issued are of finite duration not to exceed one year from issuance. SELLER AND BUYER EXPRESSLY AGREE TO THIS ALLOCATION OF RISK, AND THE STATED PRICE FOR PRODUCTS IS CONSIDERATION FOR THIS LIMITATION.

13. LIMITATION OF LIABILITY FOR DELIVERY DELAY

NO DELIVERY DATES ARE GUARANTEED. DELIVERY DATES ARE ESTIMATES ONLY. IN NO EVENT SHALL SELLER BE LIABLE FOR ANY CLAIMS FOR LABOR OR FOR ANY SPECIAL, INDIRECT, CONSEQUENTIAL, OR INCIDENTAL DAMAGES ARISING FROM DELAY IN DELIVERY, INCLUDING BUT NOT LIMITED TO DEMURRAGE CHARGES, DOWNTIME, LOST PROFITS, OR LOST SALES. ACCEPTANCE OF PRODUCTS BY BUYER CONSTITUTES A WAIVER OF ANY CLAIM FOR DAMAGES ON ACCOUNT OF DELIVERY DELAY.

14. FORCE MAJEURE

Seller shall not be liable for any delay or failure in performance caused by: (i) acts of God, government orders, priority ratings or allocation programs, local labor shortages, fire, flood, or other casualty, governmental regulation, shortage or failure of raw materials, fuel, power or transportation, equipment breakdown, pandemic, outbreak of communicable disease, or any cause beyond Seller's reasonable control; (ii) strikes, labor disputes, or differences with workers, regardless of Seller's ability to settle such disputes; or (iii) acts of Buyer. Seller is not liable for delays due to events beyond its control.

15. CLAIMS BY BUYER

Claims for shortage or damage during shipment, storage, or processing must be made within ten (10) days of receipt. Claims that products do not conform in material respects to specifications must be made within sixty (60) days of receipt of shipment, which the parties agree is a reasonable time. FAILURE TO NOTIFY SELLER WITHIN THE SPECIFIED TIME SHALL CONSTITUTE A WAIVER OF AND BAR ANY SUCH CLAIM. Seller must be given the opportunity to investigate any claim before Buyer disposes of products. Damaged products shall not be returned, repaired, or discarded without Seller's written permission.

16. QUALITY ASSURANCE

Seller operates under ISO 9001:2015 and ISO 13485:2016 certifications. Every order is inspected per agreed specifications. Inspection methods may include:

- Visual inspection
- Dimensional checks
- Non-destructive testing
- Pressure or functional testing (as applicable)

Seller makes no warranty with respect to data referring to mechanical properties or chemical analyses, which are results of tests performed on specimens obtained from specific locations in accordance with prescribed sampling procedures. All products shall conform to industry-standard variations and tolerances for applicable ASTM or other specifications, as acknowledged in writing by Seller upon order acceptance.

17. TECHNICAL ADVICE

Seller assumes no obligation or liability for any technical advice furnished to Buyer, including advice with respect to the use of Seller's products and services. All such advice is given and accepted at Buyer's risk. Seller will not be liable for any damages arising from the use of or inability to use information provided, including special, indirect, incidental, or consequential damages, whether foreseeable or not.

18. INTELLECTUAL PROPERTY

Seller retains ownership of all manufacturing processes, tooling designs, and proprietary methods unless otherwise agreed in writing. Customer-supplied drawings and proprietary data will be handled confidentially and used solely for the scope of the approved project.

19. INDEMNIFICATION

Buyer shall indemnify, defend, and hold Seller harmless from any loss, damage, suit, liability, or claim (including reasonable attorney fees and costs) caused by: (i) acts of Buyer not authorized by this agreement; (ii) any willful or negligent act of Buyer; or (iii) Buyer's violation of any applicable law or regulation, including trade sanctions, export control, or anti-corruption laws.

20. CONFIDENTIALITY

Any pricing information provided by Seller to Buyer is proprietary to Seller and shall be held in confidence by Buyer, used only in connection with this agreement, and not disclosed to third parties without Seller's prior written consent. Buyer shall be liable for any loss to Seller arising from unauthorized use of confidential information.

21. REGULATORY AND TRADE COMPLIANCE

21.1 Anti-Corruption

Buyer shall comply with all applicable anti-corruption laws, including the Foreign Corrupt Practices Act of 1977, the Corruption of Foreign Public Officials Act of Canada, and the UK Bribery Act 2010. Seller may terminate this agreement upon a good faith belief that Buyer has violated or intends to violate applicable anti-corruption laws.

21.2 U.S. Government Trade Sanctions

No direct or indirect transactions, including export or import of products, technologies, or services, shall take place between U.S. persons and any country or national sanctioned by the U.S. Government (including Cuba, Iran, North Korea, Sudan, or Syria) without the appropriate U.S. Government license and written permission from both parties. Both parties agree to comply with U.S. Export Administration Regulation antiboycott provisions (15 C.F.R. Part 760) and Internal Revenue Code provision (26 U.S.C. 999).

21.3 Export Control

Certain products, technology, or software may be subject to U.S. Export Administration Regulations (15 CFR §§730-774) or International Traffic in Arms Regulations (22 CFR §120 et seq.). Buyer agrees not to export, re-export, transship, transfer, or transmit products without obtaining required export licenses or governmental approvals.

21.4 E-Verify

To the extent products are used in the performance of a federal contract, it is Buyer's obligation to ensure compliance with any applicable E-Verify obligation, regulation, or law and to notify Seller if any requirement may apply to Seller due to Seller's transaction with Buyer.

21.5 Covered Defense Information

Buyer shall not provide covered defense information to Seller without prior written notice. Absent such notice, the parties do not anticipate exchange of covered defense information in the performance of this agreement.

22. ASSIGNMENT

Buyer shall not assign or delegate any or all of its duties or rights under this agreement without the prior written consent of Seller.

23. STATUTE OF LIMITATIONS

Any action arising out of a sale governed by these Terms, including any action for breach of warranty, must be commenced within one (1) year after the products are delivered to Buyer.

24. AUDIT

Unless otherwise agreed to in writing by Seller, Buyer shall have no right to audit any books or records of Seller, including applicable purchase orders and order acknowledgments.

25. STANDARDS, TOLERANCES, AND MECHANICAL PROPERTIES

All products sold hereunder shall conform to industry-standard variations and tolerances for applicable ASTM or other pertinent specifications, as specifically acknowledged in writing by Seller upon acceptance of an order. All exceptions to any industry specification must be agreed to in writing by Seller prior to order acceptance. Seller makes no warranty with respect to data referring to mechanical properties or chemical analyses of tests performed on specimens of products.

26. GENERAL PROVISIONS

26.1 Independent Parties

Seller and Buyer are independent parties. Nothing in these Terms shall make either party an agent, partner, joint venture participant, or legal representative of the other.

26.2 Non-Waiver

Seller reserves the right to enforce these Terms at any time. No provision shall be deemed waived unless such waiver is in writing and signed by an authorized officer of Seller.

26.3 Incorporation by Reference

Any clause required to be included in this agreement by any applicable and valid federal, state, or local law or administrative rule having the effect of law shall be deemed incorporated herein.

26.4 Severability

If any provision or part of a provision of this agreement is declared invalid, illegal, or unenforceable, it shall be considered omitted or modified to conform to applicable law. All remaining provisions shall remain in full force and effect.

27. GOVERNING LAW AND JURISDICTION

These Terms shall be governed by, construed, and enforced in accordance with the laws of the State of Illinois, without regard to conflict of law principles. Any disputes shall be resolved in the courts located in DuPage County, Illinois. BUYER, ACTING FOR ITSELF AND ITS SUCCESSORS AND ASSIGNS, HEREBY WAIVES ALL RIGHTS TO TRIAL BY JURY IN ANY LITIGATION ARISING FROM OR RELATED TO THIS AGREEMENT, AND EXPRESSLY CONSENTS TO THE JURISDICTION OF THE STATE AND FEDERAL COURTS LOCATED IN ILLINOIS.