

SeAH Superalloy Technologies, LLC General Terms and Conditions for Sales

October 31, 2025

These General Terms & Conditions (“General Terms & Conditions”) shall apply to all sales of any products or services by **SeAH Superalloy Technologies, LLC** or its Affiliates (“Seller”) to any customer or purchaser (“Buyer”). These General Terms & Conditions, together with any specific commercial terms or sales quotations issued by Seller (collectively, the “Contract”), contain all agreements and understandings between Buyer and Seller (each a “Party” and collectively the “Parties”) relating to any sale of Product by Seller to Buyer, and supersede any conflicting provisions contained in any offer, quotation, order, confirmation, acknowledgment, invoice, or any other document or communication from Buyer.

In the event of any conflict between these General Terms & Conditions and the Commercial Terms, the Commercial Terms shall prevail, but only to the extent of the conflict.

Seller’s agreement to sell Product to Buyer is expressly conditioned on Buyer’s acceptance of these General Terms & Conditions. Any terms or conditions proposed by Buyer that are in addition to, different from, or inconsistent with these General Terms & Conditions are hereby expressly rejected unless expressly agreed to in writing by an authorized representative of Seller. Buyer’s submission of a Purchase Order, acceptance of delivery, or payment for the Product constitutes Buyer’s acceptance of these General Terms & Conditions.

I. Definitions

A. **“Affiliate” or “Affiliates”** means any legal entity which controls, is controlled by, or is under common control with, one of the Parties to this Contract, and “control” means legal or beneficial ownership of fifty percent (50%) or more of the shares in a legal entity entitled to appoint directors, or the possession, directly or indirectly, of the power to direct or cause the direction of the management and policies of such entity.

B. **“Commercial Terms”** means any one or more of the following terms specified by Buyer in a Purchase Order that has been accepted by Seller: (i) the quality or specifications of the Product to be delivered, (ii) the price that Buyer agrees to pay Seller for the Product or Services, (iii) the volume or quantity of Product to be delivered, and/or (iv) the time and place for delivery.

C. **“Confidential Information”** means this Contract and all information that is not known to the public respecting the business of Seller or any Seller’s Affiliate relating to research and development, processes, trade secrets, customers, suppliers, finances and business plans and strategies, or that otherwise should reasonably be construed as competitively sensitive information.

D. **“Delivery Date”** means the date or dates specified for delivery of the Product under the Commercial Terms.

F. **“Material Adverse Change”** means any event, occurrence, fact, condition or change that is materially adverse to (a) the business, results of operations, condition (financial or otherwise), or assets of Buyer, (b) the reputation of Buyer (such as Buyer’s conviction of, or plea of guilty or nolo contendere to, any felony or misdemeanor or other crimes involving moral turpitude, dishonesty or theft), or (c) the ability of Buyer to perform its obligations under this Contract.

G. **“Product”** means any goods, materials, alloys, metals, services, or related items sold by Seller to Buyer under the Commercial Terms.

H. **“Purchase Order”** means Buyer’s order for Product submitted to Seller, whether written or electronic, incorporating these General Terms & Conditions. An order is deemed by Seller to constitute an offer by Buyer to purchase Products under these General Terms & Conditions, which Seller may accept or reject in its sole discretion. Seller’s acceptance is effective only upon (i) issuance of a written confirmation signed by an authorized representative of Seller, or (ii) actual shipment of the Products ordered (and then only to the extent of such shipment). Any automatic or computer-generated response, including from Seller’s internal electronic data exchange system, shall not constitute acceptance.

I. **“Buyer”** means the person(s), entity, or entities contracting to buy the Product or Services as set out in any Commercial Terms, including the servants, agents, brokers, designated representatives, subsidiaries or Affiliates of such entity or entities.

J. **“Services”** means any services to be provided by Seller as specified in the Commercial Terms.

II. Price

A. Prices for Product are those set forth in Seller’s quotation or the applicable Commercial Terms.

B. Unless otherwise stated, prices are exclusive of all taxes, duties, and charges (including sales, use, excise, VAT, or other similar taxes, transportation, and tariffs). Buyer shall be responsible for all such taxes and other charges.

C. Prices are subject to adjustment due to changes in market conditions, raw material costs, energy costs, labor, tariffs, or transportation, provided Seller gives written notice to Buyer.

III. Payment

- A. Buyer shall pay all invoices in full within thirty (30) days from the invoice date, unless otherwise stated in the Commercial Terms.
- B. Late payments shall accrue interest at the rate of 1.5% per month (or the maximum rate permitted by law, if less).
- C. Seller reserves the right to suspend deliveries or cancel orders if Buyer fails to make timely payments when due.
- D. All payments shall be made in U.S. dollars unless otherwise agreed in writing.
- E. Buyer shall have no right of set-off or withholding, and no deduction of any amounts due from Buyer to Seller shall be made without Seller's prior approval in writing.

IV. Delivery

- A. Delivery shall be made in accordance with the Commercial Terms and applicable INCOTERMS (latest version at the time of the Contract).
- B. Delivery dates are estimates only and not guaranteed. Seller shall not be liable for any delay in delivery due to causes beyond its reasonable control.
- C. Title to and risk of loss for the Product shall pass to Buyer upon delivery in accordance with the applicable INCOTERMS.

V. Inspection and Acceptance

- A. Buyer shall inspect all Products immediately upon receipt and notify Seller in writing of any claims for nonconformity within ten (10) calendar days.
- B. Failure to notify Seller within this period constitutes Buyer's acceptance of Products, and a waiver by Buyer of all claims with respect to such Products.
- C. Seller's sole obligation for any defective or nonconforming Product shall be limited to repair, replacement, or refund of the purchase price, at Seller's option.

VI. Warranties

- A. Seller warrants that the Product will conform to the specifications agreed upon and will be free from defects in material and workmanship under normal and proper use for twelve (12) months from the Delivery Date.

B. This warranty does not apply to any Product that has been altered, misused, improperly handled, or repaired by anyone other than Seller.

C. THIS WARRANTY IS EXCLUSIVE. EXCEPT AS EXPRESSLY PROVIDED HEREIN, SELLER MAKES NO OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.

VII. Limitation of Liability

A. TO THE MAXIMUM EXTENT PERMITTED BY LAW, IN NO EVENT SHALL SELLER BE LIABLE FOR ANY CONSEQUENTIAL, INCIDENTAL, INDIRECT, OR SPECIAL DAMAGES (INCLUDING LOSS OF PROFITS, REVENUE, OR BUSINESS), WHETHER ARISING IN CONTRACT, TORT, OR OTHERWISE, AND EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGES OR SUCH DAMAGES COULD HAVE BEEN REASONABLY FORESEEN.

B. SELLER'S TOTAL LIABILITY SHALL NOT EXCEED THE PURCHASE PRICE PAID BY BUYER FOR THE SPECIFIC PRODUCT GIVING RISE TO THE CLAIM.

VIII. Indemnification

Buyer shall indemnify and hold harmless Seller, its Affiliates, and their employees and agents from and against all claims, losses, damages, liabilities, and expenses arising out of or relating to Buyer's (i) improper or unauthorized use or handling of the Product, (ii) modification of the Product, or (iii) integration or combination of the Product with any other materials not supplied by Seller.

IX. Force Majeure

Seller shall not be liable for any delay or failure to perform caused by acts of God, labor disputes, pandemics, embargos, delays or shortages in transportation, unavailability or shortage of materials, fuel, utilities, or equipment, failures of subcontractors or suppliers, cyberattacks, utility interruptions, or acts, orders, or omissions of any government or public authority, including changes in laws or regulations, war, terrorism, insurrections, riots, civil unrest, fire, or any other events beyond Seller's reasonable control.

X. Compliance with Laws

Buyer shall comply with all applicable laws, including export control, customs laws, antibribery, and environmental laws. Buyer shall not export or re-export any Product except in compliance with applicable U.S. export laws.

XI. Confidentiality

Buyer shall maintain the confidentiality of all Confidential Information strictly and shall not use such information for any purpose other than as required to perform this Contract.

XII. Governing Law and Dispute Resolution

- A. This Contract shall be governed by and construed in accordance with the laws of the State of Texas, without regard to its conflicts of laws rules. The UN Convention on Contracts for the International Sale of Goods shall not apply to this Contract.
- B. Any dispute arising out of or relating to this Contract shall be submitted to the exclusive jurisdiction of a state or federal court located in Texas.
- C. EACH PARTY HEREBY WAIVES ANY RIGHT TO TRIAL BY JURY.

XIII. Termination

- A. Seller may terminate this Contract immediately upon Buyer's breach, insolvency, or failure to make timely payment, or any Material Adverse Change.
- B. Upon termination, Buyer shall promptly pay Seller for all Product delivered and any work in progress, and all costs incurred up to the termination date.

XIV. Miscellaneous

- A. **Entire Agreement:** This Contract constitutes the entire agreement between the Parties.
- B. **Assignment:** Buyer may not assign or transfer this Contract without Seller's prior written consent.
- C. **Amendment:** Any modification must be in writing and signed by both Parties.
- D. **Waiver:** Seller's failure to enforce any provision shall not constitute a waiver of any rights.
- E. **Severability:** If any provision is held invalid, the remainder shall remain in full force and effect.