

G-3 CHICKADEE PURCHASER, LLC (THE "SELLER")

TERMS AND CONDITIONS OF SALE

PREFACE: THE INFORMATION CONTAINED HEREIN CONSTITUTES A MATERIAL PART OF SELLER'S RESPONSE TO CUSTOMER'S ORDER ("ACKNOWLEDGMENT"). THE ACKNOWLEDGMENT IS EXPRESSLY MADE CONDITIONAL ON CUSTOMER'S ASSENT TO THE TERMS AND CONDITIONS OF SALE SET FORTH HEREIN, AND IS SUBJECT, AND STRICTLY LIMITED, TO SUCH TERMS AND CONDITIONS. CUSTOMER IS HEREBY NOTIFIED THAT SELLER IS UNWILLING TO SELL THE GOODS ORDERED BY CUSTOMER UNLESS CUSTOMER ASSENTS TO ALL OF SELLER'S TERMS AND CONDITIONS SET FORTH HEREIN. ANY AND ALL TERMS AND CONDITIONS OF ANY KIND APPEARING ON CUSTOMER'S ORDER OR OTHER DOCUMENT ISSUED OR PROPOSED BY CUSTOMER, OR ANY ORAL PROPOSAL BY CUSTOMER, ARE SPECIFICALLY AND ENTIRELY REJECTED, OBJECTED TO, AND DISCLAIMED, AND ARE SUPERSEDED IN THEIR ENTIRETY HEREBY. THIS ACKNOWLEDGMENT CONSTITUTES A COUNTEROFFER, AND NO CONTRACT IS OR MAY BE FORMED EXCEPT SOLELY ON THE TERMS AND CONDITIONS SET FORTH HEREIN. IT IS SUBJECT TO ACCEPTANCE IN ANY MANNER INDICATING CUSTOMER'S ASSENT TO THE TERMS AND CONDITIONS SET FORTH HEREIN, INCLUDING, WITHOUT LIMITATION, BY CUSTOMER SIGNING AND RETURNING THE ACKNOWLEDGMENT WITHOUT CHANGE, BY IMPLICATION, OR BY CUSTOMER'S ACCEPTANCE OF DELIVERY OF, OR USE OF, OR PAYMENT FOR, ANY PRODUCT. ANY SUCH ACCEPTANCE OF THE OFFER COMPRISED HEREBY WILL CONSTITUTE ASSENT TO SELLER'S TERMS AND CONDITIONS SET FORTH HEREIN FOR ALL PURPOSES AND IN ALL RESPECTS, WHETHER OR NOT CUSTOMER SIGNS OR RETURNS THIS ACKNOWLEDGMENT. NO COURSE OF DEALING OR USAGE OF TRADE WILL IN ANY RESPECT VARY, SUPPLEMENT OR BE RELEVANT TO DETERMINE THE SCOPE OR EFFECT OF THE TERMS AND CONDITIONS SET FORTH HEREIN.

(1) This Acknowledgment and any distributor's agreement, if any, between Customer and Seller or Seller's affiliate, together with any specifications, schedules, exhibits, riders, or other writings which may be annexed hereto or provided for hereunder and by reference made a part hereof, sets forth the complete and final agreement between Seller and Customer in respect of the subject matter hereof, and supersedes all prior understandings, assurances and Customer's order form, if any. No amendments or modifications of or supplements to the provisions of this Acknowledgment will be valid and binding upon Seller unless such amendment, modification or supplement is mutually agreed to in writing and expressly references this Acknowledgment as being amended, modified, or supplemented, and is signed by both Sellers and Customer's authorized representatives. In the event of any inconsistency between these Terms and Conditions of Sale and the provisions on the Acknowledgment

or any supplement attached to it, the provision contained on the Acknowledgment or on such supplement shall control. Customer and Seller hereby agree that any communication between them by computer or electronic means or such communications reduced to paper, diskette or other tangible media, may be treated as a writing but shall not be a defense under any statute of frauds or requirement of law that a contract be in writing to be judicially enforceable in accordance with its terms.

(2) Definitions. The term "goods" as used in the Acknowledgment shall mean the materials, supplies, articles, product, equipment, structures, work or services covered by such order Acknowledgment. The term "Seller", as used in the Acknowledgment, shall mean G-3 Chickadee Purchaser, LLC or its successor.

(3) Trade Terms. Unless otherwise expressly and specifically provided, trade terms specified by the terms of sale or terms of delivery shall be interpreted and construed in accordance with Incoterms 2020, International Chamber of Commerce.

(4) Price Lists. Customer hereby agrees to be bound by all the provisions of Seller's price list, if there is a price list covering Customer's order. Price lists, prices and quotations are subject to change without notice. Seller may increase prices or change availability dates shown on this Acknowledgment by notifying Customer prior to shipment. Subject to the provisions of these Terms and Conditions of Sale, goods will be billed at prices in effect at the time of shipment. In this event, Customer may either accept the changes or cancel any undelivered portion of the order by written notice to Seller delivered not more than 10 calendar days after notification of the increase or change in availability dates. Upon such cancellation, Customer shall have no liability for the canceled portion of the order except as to goods then manufactured or in process, components procured from outside sources, and special tooling and equipment procured for performance of the order.

(5) All prices are subject to increase from time to time to compensate for any tax, tariff, excise or levy imposed upon the goods sold, or upon the manufacture, sale, transportation or delivery of them, or whenever any tax, tariff, excise, levy, law or governmental regulation has the effect, directly or indirectly, of increasing the cost of manufacture, sale, or delivery.

(6) If any government law or action should have the effect of establishing a maximum price on goods to be delivered, Seller may, at its option and without liability to Customer, terminate its obligation with respect to future shipments upon thirty (30) calendar days' written notice.

(7) Seller shall not be liable for delay in performance or failure to perform if such delay or failure is due, in whole or in part, to any cause, circumstance or contingency beyond Seller's reasonable control, including, but not limited to, lightning, tornado, hurricane, storm or other adverse weather condition,

flood, washout, landslide, earthquake, epidemic, act of God, force majeure, accident, fire, explosion; breakdown or failure of machinery, equipment or facilities; interruption or shortage of fuel, power, raw materials, containers or labor; malicious mischief, sabotage, riot; slowdown or labor stoppage of any kind, strike, lockout or other labor trouble (from whatever cause, and whether or not the demands of the employees are reasonable or within power to grant); shortage, delay or failure of transportation; inability to deliver by the usual or customary routes; abnormal increase of the cost of transportation; default, failure or delay of Seller's suppliers of product or transportation; default, delay or failure of contractors, subcontractors, or sub-suppliers; war or other armed conflict, hostilities, insurrection, blockade; compliance with any request, directive, order, decree, rule, law, regulation or action (whether valid or invalid) of any governmental authority, foreign or domestic, or person purporting to act therefor; act of any government, foreign or domestic; denial or revocation of export or import license or other necessary permission; embargoes or other export or import restrictions; expropriation or confiscation of facilities; or economic disturbances or upheavals. If unable to meet delivery schedules or to supply Customer's total demand for the goods due to the occurrence of any such cause, circumstance or contingency, Seller may allocate its available supply among Seller and any or all of the Seller's customers as Seller determines in its sole discretion, without liability.

(8) Title to the goods shall pass to Customer upon passage of the risk of loss; provided, however, that to the extent permitted by law, until each of the goods delivered hereunder has been paid for in full, Seller shall retain title to the goods; however, all risk of loss and responsibility for transportation and storage, taxes and duties shall transfer in accordance with these terms of sale. Customer hereby agrees that notwithstanding any information shown in the Acknowledgment regarding any estimated shipment, production or requested date(s) for the goods, Seller is not obligated to produce, deliver or ship the goods by that estimated shipment, production or requested date(s). Customer hereby agrees that unless Customer notifies Seller in writing within ninety (90) calendar days of the estimated shipment date provided by Seller to Customer, there shall be a presumption that goods conforming to the goods ordered were received by Customer.

(9) Limitation of Warranty and Remedy. The following provision applies to this order unless a different warranty has been supplied to Customer in writing. All goods sold as first-grade or first-class products will be replaced or repaired if defective in material or workmanship, but SUCH PRODUCTS ARE NOT WARRANTED FOR MERCHANTABILITY OR FITNESS FOR ANY PARTICULAR PURPOSE, APPLICATION OR USE, AND THERE IS NO OBLIGATION OF THE SELLER AS TO THE CONFORMITY OF THE GOODS. Any goods claimed to be defective shall, upon Seller's approval, be returned to Seller as designated, at Customer's expense. The sole and exclusive remedy of Customer hereunder is Seller's obligation to make an adjustment for any goods Seller finds to be defective either by repairing it, replacing it at an adjustment price, or by other suitable allowance. Whenever a warranty for any specific goods provides

that no adjustment shall be made after a specified period of time, Seller shall not be responsible under the terms of such warranty unless claim is made within such period of time. GOODS SOLD AS OTHER THAN FIRST-GRADE OR FIRST-CLASS PRODUCTS ARE SOLD WITHOUT WARRANTY, AS IS. OTHER THAN THOSE SPECIFICALLY SET FORTH HEREIN, THERE ARE NO WARRANTIES EXPRESS OR IMPLIED.

(10) Limitation of Liability of Seller. SELLER'S LIABILITY WHETHER UNDER ANY WARRANTY OR IN CONTRACT, NEGLIGENCE, TORT, STRICT LIABILITY OTHER THEORY SHALL NOT EXCEED THE ORIGINAL PURCHASE PRICE OF ANY GOODS CLAIMED TO BE DEFECTIVE, AND IN NO EVENT SHALL SELLER BE LIABLE FOR SPECIAL, INCIDENTAL OR CONSEQUENTIAL DAMAGES, INCLUDING WITHOUT LIMITATION, DAMAGES ARISING FROM LOSS OF USE, REVENUE, PROFIT, TIME, PRODUCTION, GOODS OR DAMAGE OR INJURY TO PROPERTY OR PERSONS, EVEN IF SELLER HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGE, INJURY OR LOSS. THE PROVISIONS OF THESE TERMS AND CONDITIONS OF SALE REGARDING WARRANTIES, REMEDIES AND OBLIGATIONS AND LIABILITIES OF SELLER ARE EXCLUSIVE AND IN SUBSTITUTION FOR, AND CUSTOMER HEREBY WAIVES, ALL OTHER WARRANTIES, RIGHTS, REMEDIES, OBLIGATIONS AND LIABILITIES and no representative has authority to modify the foregoing by representation, promise or agreement, except as stated herein. NO ACTION REGARDLESS OF FORM, ARISING OUT OF THIS ORDER MAY BE BROUGHT BY CUSTOMER MORE THAN ONE YEAR AFTER THE CAUSE OF ACTION HAS ACCRUED.

(11) Seller agrees to indemnify Customer against all claims, demands and liability for any alleged or actual infringement of any United States patent by the goods furnished under any accepted order provided Customer notifies Seller of any alleged patent infringement and upon request tenders to Seller the defense of the claim or suit. Seller shall have no liability for any claim of patent infringement for the use of the goods furnished. On the other hand, if Customer furnishes specifications to Seller, Customer agrees to hold Seller harmless against any claims which may arise out of Seller's compliance with such specifications.

(12) Due to the varying locations of the operations of Customer and Seller and the locations that may be involved in the performance and documentation of an order to which these Terms and Conditions of Sale are applicable, in order to settle upon and to eliminate any doubt as to the rights of the Customer and Seller, Customer and Seller agree that this Acknowledgment shall be governed by and construed in accordance with the laws of the State of Ohio, United States of America, applicable to agreements to be performed in the State of Ohio. Customer and Seller exclude the application of the United Nations Convention on Contracts for the International Sale of Goods to this Acknowledgment and order.