

Purchasing Terms and Conditions

This purchase order is an offer by the purchasing party identified on the face of this purchase order ("Buyer") for the purchase of the goods specified on the face of this purchase order (the "Goods") from the party to whom the purchase order is addressed ("Seller") in accordance with and subject to these terms and conditions (the "Terms"; together with the terms and conditions on the face of the purchase order, the "Order"). This Order, together with any documents incorporated herein by reference, constitutes the sole and entire agreement of the parties with respect to the Order, and supersedes all prior or contemporaneous understandings, agreements, negotiations, representations and warranties, and communications, both written and oral, with respect to the subject matter of the Order, with the exception of any earlier agreements described on the face of this Order. The Order expressly limits Seller's acceptance to the terms of the Order. These Terms prevail over any terms or conditions contained in any other documentation and expressly exclude any of Seller's general terms and conditions of sale or any other document issued by Seller in connection with this Order. These terms apply to any repaired or replacement Goods provided by Seller in connection with this Order.

1. **Acceptance.** This Order is expressly conditioned on Seller's acceptance of the Terms. Seller's written acknowledgement of these Terms, the delivery of Goods, or presentation of an invoice by Seller will constitute Seller's acceptance of the Order under these Terms. Any additional terms or conditions or deletions or modifications of these Terms will only be binding upon Buyer if Buyer accepts such in a signed amendment. Buyer may withdraw the Order at any time before it is accepted by Seller.
2. **Services.** If the Goods include construction, installation, repair or other services performed on Buyer's premises, Seller shall comply with Buyer's rules, policies, and procedures for conducting work on Buyer's premises.
3. **Conforming Goods.** Goods shall be new and strictly conform in all respects to the specifications and requirements of the Order. Buyer reserves the right to inspect the Goods at any time before, during, or after delivery, including during any stage of their manufacture, construction, preparation, delivery and completion, upon reasonable advance notice to Seller. Buyer, at its sole option, may inspect all or a sample of the Goods, and may reject all or any portion of the Goods if it determines the Goods are nonconforming or defective. If Buyer rejects any portion of the Goods, Buyer has the right, effective upon written notice to Seller, to: (a) rescind the Order in its entirety; (b) accept the Goods at a reasonably reduced price; or (c) reject the Goods and require replacement of the rejected Goods. If Buyer requires replacement of the Goods, Seller shall, at its expense, promptly replace the nonconforming Goods and pay for all related expenses, including, but not limited to, transportation charges for the return of the defective goods and the delivery of replacement Goods. If Seller fails to timely deliver replacement Goods, Buyer may replace them with goods from a third party and charge Seller the cost thereof and terminate this Order for cause pursuant to Section 17. Any inspection or other action by Buyer under this Section shall not reduce or otherwise affect Seller's obligations under the Order, and Buyer shall have the right to conduct further inspections after Seller has carried out its remedial actions. If, at any time after acceptance of the Goods, Buyer discovers that the Goods are nonconforming or defective, Buyer shall, in addition to all other rights under these Terms, have the right to revoke its acceptance of the Goods, which case Buyer shall have the same remedies as if the Goods had been rejected initially.
4. **Packaging, Labeling, and Documentation.** All Goods shall be packed for shipment according to Buyer's instructions or, if there are no instructions, in a manner sufficient to ensure that the Goods are delivered in undamaged condition. Seller must provide Buyer prior written notice if it requires Buyer to return any packaging material. Any return of such packaging material shall be made at Seller's expense. Seller shall provide Buyer all appropriate material certifications standard in Seller's industry, required by law, and otherwise described in the Order, including, but not limited to, material, physical, and/or chemical analysis certifications, OSHA Material Safety Data Sheets. In the event that any shipment includes any toxic substances or hazardous materials, as defined by applicable statute, Seller will notify Buyer in writing.
5. **Delivery.** Unless expressly specified in the Order, Seller will arrange shipment and ship the Goods to Buyer DAP (per Incoterms 2020) at Seller's sole cost and expense. Unless otherwise stipulated Buyer may specify that the Goods be delivered in one or multiple shipments or through releases issued by Buyer from time to time. Deliveries must be made to the location set forth on the Order, or any subsequent written directions issued by Buyer. Time of delivery of the Goods is of the essence. Seller is required to achieve 100% on time delivery. Seller shall give written notice of shipment to Buyer when the Goods are delivered to a carrier for transportation. Seller shall provide Buyer all shipping documents, including the commercial invoice, packing list, and any other documents necessary to release the Goods to Buyer within three (3) business day(s) after Seller delivers the Goods to the transportation carrier. The Order number must appear on all shipping documents, shipping labels, invoices, correspondence and any other documents pertaining to the Order. If Seller has knowledge that delivery may be delayed, Seller will immediately give Buyer written notice and take any remedial measures as directed by Buyer at Seller's cost (unless the late delivery is due to a "Force Majeure Event" as defined below). Delivery is deemed to be complete once Buyer actually receives and accepts the Goods. Acceptance of any part of an order will not bind Buyer to accept future shipments nor deprive Buyer of the right to return Goods already accepted. Buyer shall not be obligated to accept goods in excess of or less than the quantity indicated on the Order. Title to the Goods shall pass to Buyer upon Buyer's physical receipt and acceptance of the Products together with all required documents.
6. **Pricing.** The price of the Goods is the price stated in the Order (the "Price"). If no price is included in the Order, the Price shall be the price set out in Seller's published price list in force as of the date of the Order. Unless otherwise specified in the Order, the Price includes all packaging, transportation costs to the delivery location, insurance, customs duties and fees and applicable taxes, including, but not limited to, all sales or excise taxes. Prices set forth in the Order are firm, and all-inclusive; unless any additional fees or costs are noted, none are applicable. No increase in the Price is effective, whether due to increased material, labor or transportation costs or otherwise, without the prior written consent of Buyer.
7. **Payment.** Seller shall issue an invoice to Buyer on or any time after the completion of delivery and only in accordance with the Terms. Buyer shall pay all properly invoiced amounts due to Seller according to the payment terms set forth on the Order, or if no such payment terms are contained in the Order, within 60 days after receipt of Seller's invoice; except, in either case, for any amounts disputed by Buyer in good faith. Buyer is entitled to suspend payment for any amounts it disputes in good faith. In addition, Buyer may suspend payment in the event of a Seller Default. In the event of a payment dispute, the parties shall seek to resolve such dispute expeditiously and in good faith. Seller shall continue performing its obligations under the Order notwithstanding any such dispute or suspension in payment. Without prejudice to any other right or remedy it may have, Buyer reserves the right to set off at any time any amount owing to it or its affiliates by Seller against any amount payable by Buyer to Seller.
8. **Warranties.** Seller warrants to Buyer that all Goods will: (a) be free from any defects in workmanship, material and design; (b) conform to applicable specifications, drawings, designs, samples and other requirements specified by Buyer; (c) be fit for their intended purpose and operate as intended; (d) be merchantable; (e) be free and clear of all liens, security interests or other encumbrances; and (f) not infringe or misappropriate any third party's patent or other intellectual property rights. These warranties survive any delivery, inspection, acceptance or payment of or for the Goods by Buyer. These warranties are cumulative and in addition to any other warranty provided by law or equity. Any applicable statute of limitations runs from the date of Buyer's discovery of the noncompliance of the Goods with the foregoing warranties. If Buyer gives Seller notice of noncompliance with this Section, Seller shall, at its own cost and expense, promptly replace or repair at Buyer's choice the defective or nonconforming Goods and pay for all related expenses, including, but not limited to, transportation charges for the return of the defective or nonconforming goods to Seller and the delivery of repaired or replacement Goods to Buyer.
9. **Recalls.** In the event that the Goods or products manufactured by Seller incorporating, packaged, consolidated or commingled with the Goods are subject to a voluntary decision or government agency order to recall, replace, repair or make refunds (a "Recall"), Seller shall cooperate and assist Buyer in such Recall at its cost. In the event that the Goods, or any product with which the Goods have been incorporated, packaged, consolidated or commingled, are the subject of a Recall, Seller shall be responsible for all reasonable costs and losses incurred by Buyer in connection with such Recall, including, but not limited to, costs of investigation, attorneys and expert fees, initial contact and reporting of the Recall to any government agency, but only to the extent attributable to the Goods.
10. **Quality.** Seller shall provide and maintain inspection and quality control systems covering the Goods to the highest standard in Seller's industry or as otherwise acceptable to Buyer. When required by Buyer, Seller will allow access to the manufacturing facility where Seller manufactures the goods to Buyer, consult with Buyer on Seller's inspection and quality control systems, and make any improvements or modifications required by Buyer. Seller will participate in any reasonable quality program or initiative proposed or required by Buyer.
11. **Compliance with Law.** All Goods and related services shall be produced, manufactured, delivered, supplied and performed in compliance with all applicable laws, ordinances, rules and regulations, including, but not limited to, the Fair Labor Standards Act of 1938, as amended, and all state and federal Occupational Health and Safety Act (or similar) requirements and regulations. All hazardous materials supplied by Seller shall comply with all applicable government requirements and regulations. Seller will furnish to Buyer, upon Buyer's request, all certificates and forms necessary in Buyer's judgment to certify compliance with all applicable legal obligations.
12. **Indemnification.** To the fullest extent permitted by law, Seller agrees to indemnify, defend (with counsel reasonably satisfactory to Buyer), and hold harmless Buyer, its affiliates, officers, directors, agents and employees and any successor in interest to the Goods from and against any and all demands, claims, lawsuits, losses, liabilities, penalties, and expenses including reasonable attorneys' fees and costs, costs to enforce this indemnification provision, and the costs to pursue insurance providers, related to the manufacture, sale, delivery, and/or use of the Goods. Seller's obligation to indemnify, defend and hold harmless shall include without limitation: (a) claims of infringement or violation of any copyrights, patent rights or similar rights (including, without limitation, unfair competition); (b) claims of injuries and damage to property and persons, including death or injury to employees or agents of Seller; (c) claims on account of the acts and/or omissions of Seller, or those for whom Seller is legally responsible including, without limitation, any of Seller's officers, agents, employees, or consultants; (d) claims due to defects of any kind, actual or alleged in the Goods; (e) attachments, executions and liens by creditors of Seller or others making claims arising from or related to Seller's furnishing of Goods hereunder or performance of this Order.
13. **Nondiscrimination.** Seller and its subcontractors under an Order shall abide by the requirements of 41 CFR § 60-1.4(a), 41 CFR § 60-300.5(a), and 41 CFR § 60-741.5(a). These regulations prohibit discrimination against qualified individuals based on their status as protected veterans or individuals with disabilities, and prohibit discrimination against all individuals based on their race, color, religion, sex, sexual orientation, gender identity, national origin, or for inquiring about, discussing, or disclosing information about compensation. Moreover, these regulations require that covered prime contractors and subcontractors take affirmative action to employ and advance in employment individuals without regard to race, color, religion, sex, sexual orientation, gender identity, national origin, disability or veteran status.
14. **Insurance.** Seller shall maintain insurance coverage that will fully protect both Seller and Buyer from all claims and liabilities of any kind or nature for property damage, personal injury, death and economic damage, to any person, that arises from the goods or their use or the performance of related services or any activities connected to such services. Seller shall maintain employee's liability and workers compensation insurance sufficient to protect Buyer from all claims and liabilities that Seller or any employee of Seller makes under any applicable worker's compensation or occupational disease acts (but no less than any statutory or regulatory minimums). All insurance must be in amounts and coverages and issued by insurers that are either as set forth in the Order or satisfactory to Buyer. Upon Buyer's request at any time, Seller will furnish to Buyer certificates evidencing required insurance, including naming Buyer as an additional insured, if so requested.
15. **Buyer's Property.** All dies, molds, patterns, jigs, fixtures, scrap metals, designs, drawings, specifications, methods of manufacture or other intellectual property, molds, patterns, and any other property of any type which Buyer has furnished to Seller (the "Property") for use in the performance of this Order, shall remain Buyer's property and shall be subject to immediate removal upon Buyer's request. Property shall be exclusively

used for Buyer's Goods under this Order, shall be segregated, labeled as Buyer's Property, held by the Seller at its own risk, and must be adequately insured by Seller at all times at its expense while in Seller's custody or control. Seller must name Buyer as an additional insured and as loss payee under such insurance policies. All insurance policies obtained by Seller that insures any Property described herein must be written by insurance companies which may be subject to approval by Buyer. Seller will promptly furnish certificates of insurance upon Buyer's request.

16. **Default.** Seller is in default of this Order if it: (a) fails to deliver the Goods at the time specified, in the quantities specified, or otherwise pursuant to the drawings, description, specifications, or required quality; or (b) repudiates or breaches any of the terms of the Order in Buyer's good faith judgment, including, but not limited to the warranties; or (c) becomes insolvent or makes an assignment for the benefit of creditors, or if there shall be instituted by or against Seller any proceeding under any bankruptcy, reorganization, arrangement, readjustment of debt or insolvency law of any jurisdiction or for the appointment of a receiver of trustee in respect to any of Seller's property (each of which is a "Seller Default"). Remedies available under these Terms and applicable law are cumulative. Buyer may elect to suspend payments to Seller in the event of a Seller Default. In the event of a Seller Default, Seller will be responsible for all costs incurred by Buyer directly or indirectly related to the Seller Default, including, but not limited to, expedited shipping, replacement goods, downtime, customer penalties, attorneys' fees, or other damages. Further, Buyer has no obligation to purchase replacement or delayed Goods from Seller.
17. **Force Majeure.** Neither Buyer nor Seller shall be liable to the other for any loss or damage arising out of a delay or non-performance of any contractual obligation set forth in this Contract caused by an unforeseeable (a) acts of God; (b) flood, fire, earthquake, or explosion; (c) war, invasion, hostilities (whether war is declared or not), terrorist threats or acts, riot or other civil unrest; (d) government order, law, or action, including those related to pandemics or epidemics; (e) embargoes or blockades in effect on or after the date of this Agreement; (f) national or regional emergency; (g) strikes, coordinated labor stoppages or slowdowns or other industrial disturbances; (h) shortage of adequate power or other events beyond the reasonable control or influence of either party which prevents performance of such party's obligations under this Order (each a "Force Majeure Event"). Neither increases in the price or cost of labor, materials, or other services, nor labor shortages related to COVID constitute Force Majeure Events. The party claiming force majeure (the "Impacted Party") shall give notice within twenty-four (24 hours) of the Force Majeure Event to the other party, describing in detail the full particulars of the event including the cause, the period of time the occurrence is expected to continue, and the steps the Impacted Party is taking to resolve the Force Majeure Event. The Impacted Party shall use diligent efforts to end the failure or delay and ensure the effects of such Force Majeure Event are minimized. The Impacted Party shall resume the performance of its obligations as soon as reasonably practicable after the removal of the cause. In the event that the Impacted Party's failure or delay remains uncured for a period of twenty-one (21) consecutive days following written notice given by it under this Section, the other party may thereafter terminate this Order upon seven (7) days' written notice. The non-impacted party is entitled to obtain substitute Goods required under Buyer's sole judgment due to the delay or inability of the Impacted Party to supply the Goods, and Buyer will be excused from purchasing such Goods from Impacted Party.
18. **Termination.** Buyer may terminate this Order, in whole or in part, at any time without cause on fourteen (14) days' prior written notice to Seller. In addition to any remedies that may be provided under these Terms, Buyer may terminate this Order with immediate effect upon written notice to the Seller, either before or after the acceptance of the Goods, in the event of the occurrence of a Seller Default or if Seller has not performed or complied with any of these Terms, in whole or in part in Buyer's sole judgment. If Buyer terminates the Order for any reason, Seller's sole and exclusive remedy is payment for the Goods received and accepted by Buyer prior to the termination, less any damages incurred by Buyer as a result of Seller's Default, in the event of a Seller Default.
19. **Limitation of Liability.** Buyer's liability on any claim of any kind or for any loss or damage arising out of or in connection with this Order, including Buyer's claims of this Order, shall in no event exceed that portion of the Order price allocable to the Goods or the portion thereof which gave rise to the claim. **Buyer accepts no liability for, and Seller agrees to waive, any claims for indirect, consequential, or punitive damages.** Any action by Seller against Buyer arising from this Order, including Buyer's breach, must be commenced within one (1) year after the cause of action has accrued.
20. **General.**
 - a. **Relationship of Parties/Independent Contractor.** The relationship between the parties is that of independent contractors. Nothing contained in the Order shall be construed as creating any agency, partnership, joint venture or other form of joint enterprise, employment or fiduciary relationship between the parties, and neither party shall have authority to contract for or bind the other party in any manner whatsoever. No relationship of exclusivity shall be construed from this Order.
 - b. **Confidentiality.** All non-public, confidential or proprietary information of the Buyer, including, but not limited to, specifications, samples, patterns, designs, plans, drawings, documents, data, business operations, customer lists, pricing, discounts or rebates, disclosed by Buyer to Seller, whether disclosed orally or disclosed or accessed in written, electronic or other form or media, and whether or not marked, designated or otherwise identified as "confidential," in connection with the Order is confidential, solely for the use of performing the Order and may not be disclosed or copied unless authorized by Buyer in writing. Upon Buyer's request, Seller shall promptly return all documents and other materials received from Buyer. Buyer shall be entitled to injunctive relief for any violation of this Section. This Section shall not apply to information that is: (a) in the public domain; (b) known to the Seller at the time of disclosure (and not protected by any other confidentiality agreement with Buyer); or (c) rightfully obtained by the Seller on a non-confidential basis from a third party. If a separate confidentiality agreement was entered into prior to this Order or is entered into in the future, the terms of that confidentiality agreement shall control.
 - c. **Publicity.** Without Buyer's prior written consent, Seller shall not: advertise, promote, or publish the fact that Buyer has contracted to purchase from Seller; disclose information relating to the Order (including the existence thereof); or use the name or mark(s) of Buyer or any of its affiliates in advertising, press releases or any other publications or media (including social media). Seller shall not take any photographs, videotapes, motion picture or digital images or use any other visual recording devices on Buyer's premises without Buyer's prior written approval in each instance, which may be withheld in Buyer's sole discretion.
 - d. **Notices.** All notices shall be in writing and shall be effective when personally delivered or four (4) business days after being mailed by United States mail, postage prepaid, or one (1) business day after being sent by Federal Express or other recognized courier guaranteeing overnight delivery to the addresses set forth for the Buyer and Seller in the Order. All notices to Buyer must also be sent by email to legal@groupnei.com and the e-mail of the buyer listed on the face of the Order.
 - e. **Assignment.** Seller shall not assign, transfer, delegate or subcontract any of its rights or obligations under the Order without the prior written consent of Buyer. Any purported assignment or delegation in violation of this Section shall be null and void. No assignment or delegation shall relieve the Seller of any of its obligations hereunder.
 - f. **Third-Party Beneficiaries.** This Order is for the sole benefit of the parties hereto and their respective successors and permitted assigns and nothing herein, express or implied, is intended to or shall confer upon any other person or entity any legal or equitable right, benefit or remedy of any nature whatsoever under or by reason of these Terms.
 - g. **Amendments.** No amendments to this Order or these Terms shall be effective unless they are in writing and signed by both parties.
 - h. **Waiver.** No waiver by any party of any of the provisions of the Order shall be effective unless explicitly set forth in writing and signed by the party so waiving. Except as otherwise set forth in the Order, no failure to exercise, or delay in exercising, any rights, remedy, power or privilege arising from the Order shall operate or be construed as a waiver thereof, nor shall any single or partial exercise of any right, remedy, power or privilege hereunder preclude any other or further exercise thereof or the exercise of any other right, remedy, power or privilege.
 - i. **Survival.** Provisions of this Order which by their nature should apply beyond their terms will remain in force after any termination or expiration of this Order including, but not limited to, the following provisions: Payment (as to Seller's set-off and suspension of payment rights), Warranties, Recalls, Compliance with Law, Indemnification, Insurance, Buyer's Property, Limitation of Liability, Confidentiality, Publicity, Applicable Law, Attorneys' Fees, and Survival.
 - j. **Severability.** If any term or provision of this Order is invalid, illegal or unenforceable in any jurisdiction, such invalidity, illegality or unenforceability shall not affect any other term or provision of this Order or invalidate or render unenforceable such term or provision in any other jurisdiction.
 - k. **Applicable Law.** The laws and venue set forth below for each Buyer entity entering into this Order shall be, regardless of chose or conflict of law provision or rule:

Buyer Entity	Governing Law	Venue
Neeenah Foundry Company and Deeter Foundry	Wisconsin	Winnebago County, WI
US Foundry	Florida	Miami-Dade County, FL

- l. **Attorneys' Fees.** In any suit or action brought by Buyer to enforce its rights under this Order or to recover damages resulting from a Seller Default, Seller shall pay to Buyer the reasonable attorneys' fees and other costs incurred by Buyer.
- m. **WAIVER OF JURY TRIAL. SELLER AND BUYER EACH AGREE TO WAIVE THEIR RESPECTIVE RIGHTS TO A JURY TRIAL IN ANY LITIGATION RELATED DIRECTLY OR INDIRECTLY TO THIS ORDER.**