



Ajax / CECO / Erie Press

TERMS AND CONDITIONS OF PURCHASE

- 1. Acceptance.** These Terms and Conditions of Purchase apply to any order in whatever form issued by EFCO, Inc. dba Ajax / CECO / Erie Press ("Buyer"), including without limitation a purchase order, release, requisition, work order and including documents provided by electronic data interchange ("Order"). Buyer's Order for goods (including services) from Seller is expressly conditioned on, and limited to, Seller's acceptance of these Terms and Condition of Purchase ("Terms and Conditions"). The Order is an offer or counteroffer by Buyer to purchase the goods described in the Order in accordance with these Terms and Conditions. Commencement of performance, or delivery of goods hereunder shall constitute unqualified and unconditional acceptance of these Terms and Conditions. Any additional or different terms in Seller's forms are hereby deemed to be material alterations and notice of objection and rejection of them is hereby given. Seller agrees that it will not assert, as a defense to the enforcement of these Terms and Conditions any limitation set out in its acceptance or acknowledgement of the Order. Any reference in the Order to any offer or proposal made by Seller is solely to incorporate the description or specifications of goods and/or services in Seller's proposal, but only to the extent that the description or specifications do not conflict with the description and specifications in the Order, and any references to or attachment of Seller's terms and conditions in Seller's proposal, acknowledgment or invoicing of the Order shall not alter the terms hereof.
- 2. Specifications and Quantities.** All goods and/or services furnished under this Order must comply strictly with Buyer's specifications, instructions, drawings, data, samples and other descriptions ("Specifications"), unless Seller has obtained Buyer's prior written permission to make changes. If there is a conflict between Seller's published specifications and Buyer's Specifications, Seller agrees to immediately advise Buyer in writing and proceed with this order on the basis of Buyer's Specifications. Seller shall not make any changes to the Specifications, the manufacturing location or the raw material source without the prior consent of Buyer prior to implementation of any such change. Quantities listed in the Order are Buyer's best estimate of the quantities of goods it might purchase from Seller for the contract term specified in the Order. If no other quantity is stated on the face of the Order or if the quantity is blank or states "zero", "blanket," "see release" or similar term, then in consideration of US\$10.00 to be paid by Buyer upon expiration or termination of the Order, Seller grants to Buyer an irrevocable option during the term of the Order to purchase goods in such quantities as determined by Buyer and identified as firm orders in material authorization releases, manifests, or similar releases ("Material Releases") that are transmitted to Seller during the term of the Order, and Seller will supply all such goods at the price and other terms specified in the Order; provided that Buyer may purchase no less than a minimum quantity of at least one piece or unit of each of the goods and no more than 100% of Buyer's requirements for the goods.
- 3. Price and Payment.** Prices shall be as specified in the Order. Payment shall be net sixty (60) days after the delivery of goods or completion of services, unless mutually agreed in writing otherwise. If a price discount is applicable for prompt payment, the discount period shall begin on the later of: (1) the date of Buyer's receipt of the Seller's invoice; or (2) the date of the Buyer's receipt of the goods and/or services which are the subject of the Contract. Prices are fixed and firm for the duration of the Order unless provision is made for adjustment on the face of the Order. Buyer shall not be charged for tariffs, materials, supervision, facilities, sorting or other surcharges, and unless otherwise stated in the Order, prices shall include all applicable federal, state and local taxes including, without limitation, sales taxes. Notwithstanding any other provision of this Order, Seller warrants to Buyer that all prices, terms, warranties and benefits taken as a whole ("Terms") granted to Buyer are at least as favorable as those offered by Seller to any of its other like customers for the same or similar goods in similar quantities. If, during the term of the Order, Seller should enter into an arrangement with any other like customer that provides more favorable Terms, Seller shall so notify Buyer and the Order shall be immediately amended to provide to Buyer the more favorable Terms. Seller agrees that any price reduction made in goods and/or services covered by this Order subsequent to the placement of the Order will be immediately applied to the Order.
- 4. Changes.** Buyer reserves the right at any time, and at no charge, to make changes in drawings, designs, Specifications, quantities and delivery schedules, method of shipping and packing and inspections as to any goods covered by the Order, and Seller will be bound by any such changes. Any differences in price or time for performance resulting from such



changes shall be equitably adjusted, agreed to by Buyer in advance and shown on a change order. Any claim by Seller for adjustment under this section 4 (Changes) must be asserted within fifteen (15) days from the date of notification of the change; provided, however, that Seller shall continue to supply goods ordered pending Seller's claim and resolution thereof. If Seller fails to submit a written claim for an adjustment within such thirty (30) day period and/or if Seller proceeds without having first obtained Buyer's written approval for an adjustment, Seller shall be deemed to have waived any claim for an adjustment and Buyer shall not be obligated to honor any claim for an adjustment relating to the change order or other circumstances in question.

5. Delivery. Time and quantities are of the essence of the Order. Deliveries of goods or services ordered hereunder are to be made in the manner, quantities and at the times specified by the Order and Seller agrees to 100% on-time delivery at the times specified by Buyer. Unless otherwise specified, delivery shall be DDP Buyer's facility (Incoterms 2020). Responsibility for freight arrangements and payment is set out in the Order. Any premium shipping expenses and other related expenses necessary to meet Buyer's delivery schedules shall be Seller's sole responsibility. Buyer shall have the right, at no charge to Buyer, to: (a) cancel the Order if shipment or performance is not made in accordance with such schedules for quantities, or time periods, and (b) refuse to accept delivery if shipments are made in advance of schedules herein or if quantities are in excess of this order. In the event Seller fails to deliver the goods and/or services hereunder in accordance with the delivery dates or other agreed to schedule incorporated into the Order, and such delay is not solely attributable to the acts or omissions of Buyer, then Buyer, in addition to any other remedies available to it under law or in equity, shall be entitled to the remedies outlined in section 11 (Default and Remedies). Any provisions for the delivery of goods or the rendering of services by installments shall not be construed as making the obligations of Seller severable.
6. Force Majeure. Neither Buyer nor Seller shall be liable for failure to perform any of its obligations hereunder, to the extent such failure is due to fire, flood, storm, other natural disaster, acts of government, terrorism, national emergency war, epidemic, pandemic or quarantine, or any other event beyond the control of and without the fault of the affected party, provided that the affected party has given the other notice of such occurrence within five (5) days of becoming aware of the same. Such notice shall describe the event causing the delay, the expected duration, remediation plans and plans for the supply or purchasing of goods during such event. Seller shall not be excused from performance under this section for delays or defaults due to labor problems, inability to obtain financing, increases in the cost of raw materials or energy, or tariffs or other governmental action that impacts costs/prices. If Seller cannot provide adequate assurances that a delay will not exceed fourteen (14) days or if a delay lasts more than fourteen (14) days, Buyer may terminate the Order without any obligation or liability to Seller for such termination.
7. Packing. Seller shall properly pack, mark and ship the goods to Buyer in accordance with the Order and Buyer's requirements. For any goods that may contain potentially hazardous or restricted materials, if requested by Buyer, Supplier shall promptly furnish to Buyer a detailed list of and quantities of all potentially hazardous materials in the goods. Before shipping such goods, Supplier shall furnish to Buyer sufficient warning and notice (including appropriate labels on the goods, containers and packaging) of any hazardous material that is any part of the goods, and special handling instructions necessary to advise all carriers, Buyer and their respective employees and agents as to how to exercise necessary care and caution to best prevent any bodily injury or property damage in the handling, processing, use or disposal of such goods. Supplier shall comply with all applicable laws and regulations pertaining to product and warning labels.
8. Inspection. All goods are subject to Buyer's inspection, including at the source if deemed necessary by Buyer or required by Buyer's customer or government regulation. Customers who purchase from Buyer equipment into which the goods delivered or to be delivered by Seller under the Order have been or will be incorporated, as well as any other end user of such equipment, shall have the right to exercise the inspection rights granted to Buyer under this Section 8, as and to the extent authorized by the Buyer to do so, in Buyer's sole discretion. Such customers and end users may include, but are not limited to, the United States Government and contractors to the United States Government. The inspection rights described in this Section 8 are in addition to, and not in lieu of, any inspection rights such customers and end users may have under law. Seller shall maintain an inspection and process control system acceptable to Buyer covering the goods to be delivered by Seller under the Order. Records of all inspections and/or test work by Seller shall be kept complete and available to Buyer during the performance of the Order and for a period of four (4) years following delivery of the





goods. Seller waives any rights to require Buyer to inspect the goods, and payment for the goods furnished or failure to conduct an inspection shall not constitute acceptance thereof. If any of the goods or services are found at any time to be defective, or otherwise not in conformity with the requirements of the Order, Buyer in addition to any other rights which it may have under warranties or otherwise, shall have the right to reject and return such goods at Seller's expense and receive a refund for any such goods plus transportation charges paid by Buyer. Such rejected goods and/or services shall not be replaced without Buyer's prior written authorization. Buyer may reject the entire shipment of goods, where it consists of a quantity of similar goods and sample inspection discloses that the goods inspected contain defects or do not conform to specifications or samples, unless, at Buyer's discretion, Seller agrees to reimburse Buyer for the cost of a complete inspection and sort of the goods included in such shipment.

9. Title and Risk of Loss. Title to and risk of loss or damage to, the goods and/or services shall transfer to Buyer at the time Seller delivers and Buyer accepts delivery of the goods and/or services. Risk of loss or damage during shipment shall be the responsibility of Seller.
10. Adequate Assurance. If Seller's financial condition is found to be or becomes unsatisfactory to Buyer during the term of the Order, or should Seller's ability to perform become doubtful, Buyer may demand immediate assurance of performance, and in the event that such assurance is not forthcoming within five (5) working days, Buyer may terminate this Order, and no rights shall accrue to Seller against Buyer on account of any such termination. Buyer's obligations are conditioned upon the continuance of Seller's solvency and Seller's ability to perform within the delivery schedule.
11. Warranties. In addition to any other express or implied warranties provided by applicable law or otherwise, Seller warrants and guarantees to Buyer, its successors, assigns, customers and end users, that the goods shall: (a) be new, (b) conform to all Specifications, drawings, samples, brochures, manuals and other descriptions furnished by, or accepted in writing by an authorized representative of Buyer, (c) comply with applicable standards in the industry and comply with all laws as set forth in section 21 (Compliance with Laws) in the countries where the goods are manufactured and sold, (d) be merchantable and fit for the purpose intended, Seller acknowledging that it knows of Buyer's intended use, (e) be of the highest quality, and free from all defects in design, materials and workmanship (including latent defects), (f) be free and clear of any and all liens and encumbrances of whatsoever nature and kind, (g) to the extent consisting of services, be performed in a professional, good and workmanlike manner by qualified, trained, experienced workers in accordance with the highest standards of the industry, and (h) to the extent consisting of software, (i) conform in all material respects to, and properly and correctly perform in accordance with, its documentation; and (ii) not contain any program routine, device, code or instructions, or other undisclosed feature, that is capable of accessing, modifying, deleting, damaging, disabling, deactivating, interfering with or otherwise harming any computers, networks, data or other electronically stored information, or computer programs or systems. Seller also warrants that it is and shall at all times remain competitive in terms of price, quality, delivery, technology and service with respect to the supply of the goods. The warranty period shall be the longest of: (A) five (5) years after delivery, (B) the period provided by applicable law, or (C) the warranty period Buyer provides its customers for products that include the goods. All warranties of Seller express or implied, and all remedies of Buyer, in this section or elsewhere, shall survive indefinitely any delivery, inspection, tests, acceptance, payment or processing. Buyer's approval of any design, drawing, material, process or specifications will not relieve Seller of these warranties.
12. Default and Remedies. Seller shall be in default under the Order if: (a) Seller does not comply with the Order in all respects including timely delivery; (b) any goods provided by Seller do not conform to the warranties or other requirements of the Order, whether such non-conformity is discovered before or after acceptance by Buyer; (c) Seller repudiates or threatens to breach any of the terms of the Order including, without limitation, threatens not to deliver goods or perform services under any Order; (d) Seller makes an assignment for the benefit of creditors, or proceedings in bankruptcy or insolvency are instituted by or against Seller or Seller seeks accommodation from Buyer, financial or otherwise, in order to meet its obligations under the Order; (e) at any time in Buyer's sole judgment Seller's financial or other condition or progress on the Order shall be such as to endanger the quality of the goods or Seller's timely performance. Remedies. Upon any default hereunder, if the default is not cured within ten (10) days following notice of the default, or such lesser time as may be reasonable in the circumstances, in addition to all other remedies hereunder or under applicable law or in equity, Buyer may exercise any one or more of the following remedies: (i) cancel or delay delivery of all or any portion





of the Order without liability, except the obligation to pay the purchase price for conforming goods received by Buyer prior to cancellation and accepted in accordance with the Order, (ii) terminate the Order, (iii) require Seller to repair or replace any or all goods determined by Buyer to be non-conforming, at Buyer's option and at Seller's sole expense, either at Buyer's facility or at any other location designated by Buyer, (iv) require Seller to pay all transportation and other charges arising from delivery, storage and return of goods, (v) purchase replacement goods from a third party and recover from Seller any excess in the price of the replacement goods over the price of the non-conforming goods, (vi) recover from Seller any and all direct, incidental, consequential or other damages, losses, costs, charges and expenses relating to such default and any debits or set-offs made by Buyer's customer as a result of such default, and (vii) recover attorneys' fees and costs of enforcement of the foregoing remedies, plus interest on all of the foregoing at the highest rate permitted by applicable law. Buyer shall have the right to set off any costs, expenses, losses and damages against any and all sums owing to Supplier.

13. Indemnification. Seller agrees to defend, indemnify and hold harmless Buyer, its customers and each other third party to which goods are provided ("Indemnified Parties) from and against any and all losses, damages (including consequential, incidental and special damages), claims, demands, expenses, liabilities, costs (including reasonable attorney's fees and court costs), injuries to any person (including death) and/or damages to property ("Losses") caused in whole or in part by: (a) Seller's acts or omissions arising out of the performance of the Order by Seller, its employees or agents, including but not limited to, any Losses arising from (i) breach of contract or improper performance by Seller; (ii) defective design, material or workmanship in the goods furnished hereunder; (iii) breach of warranty; (iv) recalls and service actions; and (v) breach of laws, orders, regulations or standards; and (b) any actual or alleged infringement of patents, copyrights, trademarks, trade names, trade secrets and/or other intellectual property rights arising out of or resulting from the sale and/or use of any goods hereunder, provided that Buyer notifies Seller of any such claim, suit or action known to Buyer, and Buyer agrees to provide Seller with reasonable assistance regarding such claim, suit or action at Seller's expense. If use of any goods found to be infringing hereunder is enjoined, Seller shall, at Buyer's option and Seller's expense, either (A) procure for Buyer the right to continue using the allegedly infringing goods; or (B) modify or replace it with non-infringing goods suitable to Buyer's form, fit and function standards, safety standards, and customer requirements, or (c) accept the return of the goods for a full refund. Seller shall not be liable for indemnification under this section to the extent the alleged infringement is the result of Specifications provided by Buyer; provided, however, that such specifications could not have been implemented by Seller in any non-infringing manner.
14. Insurance. In addition to all other insurance coverage required by applicable law or as requested by Buyer, Seller shall provide workers' compensation insurance in accordance with state requirements, automobile and comprehensive general liability insurance, including coverage for contractual liability, products liability and completed operations, in a minimum amount of \$1,000,000 issued from a reputable insurance provider and with coverage acceptable to Buyer. Buyer shall also be named as an additional insured on such policies (other than the workers' compensation insurance policy). Upon request by Buyer, Seller shall promptly furnish Buyer with a certificate of insurance acceptable to Buyer showing the amount of coverage, policy number and date of expiration of the insurance, indicating that Buyer is an additional insured on such policies and requiring that Buyer be given thirty (30) days written notice prior to any modification, lapse or cancellation of any policy. If Seller is self-insured for workers' compensation coverage, Seller shall, if requested by Buyer, provide the applicable certificate establishing such status to Buyer. Seller, on behalf of itself and its insurers, hereby waives any right of subrogation against Buyer for any liability, costs or expenses imposed on Seller or its insurers. The limitations of Seller's insurance will not limit or release Seller from Seller's obligations or liabilities under the Order. Seller shall be liable for payment of all deductibles and self-retentions.
15. Confidential Information. Any Confidential Information which Buyer may have disclosed or may hereafter disclose to Seller in connection with the goods or the Order shall be deemed confidential and proprietary information of Buyer and shall not be disclosed by Seller or used for the benefit of Seller or any third party without the prior written consent of an officer of Buyer. Confidential Information includes, but is not limited to: (1) technical information (including, but not limited to, designs, blueprints, specifications and engineering data); and (2) business information relating to Buyer (including, but not limited to, the existence, terms and conditions of the Order, the intended use of the goods and services covered by the Order, the business plans of the Buyer, and information relating to customers of the Buyer. . Seller shall require its employees, agents, representatives and subcontractors to maintain the confidentiality of





the Confidential Information, and shall be liable to Buyer for any breach of such obligations by Seller's employees, agents, representatives and subcontractors. The existence of, and the terms of, the Contract shall be considered Confidential Information of the Buyer. Buyer retains ownership of all proprietary rights in any information disclosed to Seller in connection with the goods or the Order. Upon Buyer's request such data, designs, drawings, specifications, know-how or other information and all copies thereof shall be promptly returned to Buyer, except electronic archival back-up copies which are not accessible in the ordinary course of business, and which copies shall continue to be subject to the non-use and non-disclosure provisions. Any knowledge or information which Seller shall have disclosed or may hereafter disclose to Buyer in connection with the goods or the Order shall not, unless otherwise specifically agreed upon in writing by an officer of Buyer, be deemed to be confidential or proprietary information, and accordingly shall be acquired free from any restriction. Seller shall not engage in the sale or manufacture of any goods to any other third party (including the customers of Buyer) to the extent the goods, the manufacturing process or customer relationship is based upon information transmitted by Buyer pursuant to the terms of this section 15 (Confidential Information).

16. Termination. Buyer may terminate the Order in whole or in part by written notice to Seller. In the event this Order is terminated as a result of Seller's default, then Buyer, in addition to any other remedies available to it under law or in equity, shall be entitled to the remedies outlined in section 11 (Default and Remedies). If this Order is terminated for the convenience of Buyer, Seller shall be compensated proportionately to the extent that goods and/or services have been delivered to and accepted by Buyer prior to the effective date of termination, plus documented goods produced or raw materials acquired within the stated lead-times for the goods and Seller's documented costs of cancellation from its suppliers, with the compensation not to exceed the price of the Order. Other than to this extent, Buyer shall not be liable to Seller for any damages on account of its failure to accept all of the goods and/or services ordered.
17. Limitation of Liability. In no event shall Buyer be liable to Seller for interest, loss of anticipated profits, penalties, incidental, consequential, special, punitive, or exemplary damages in connection with the Order.
18. Audit. Buyer or its representatives will have the right to examine and copy Seller's applicable records for the purpose of determining compliance with the quality standards, process requirements and other commercial provisions of the Order, or in connection with a claim for reimbursement by Seller. Buyer will provide reasonable notice in writing regarding the scope of the audit request. Seller may exclude specific areas from audit that it reasonably considers confidential.
19. No Waiver. No delay or failure by either party to exercise or enforce at any time any right or provision in this order shall be considered a waiver thereof or of such party's right thereafter to exercise or enforce each and every right and provision of this order. To be valid, waivers shall be in writing, but need not be supported by consideration. No single waiver shall constitute a continuing or subsequent waiver.
20. Buyer's Property. Unless otherwise agreed by the Buyer and the Seller in writing, the following items (collectively, the "Buyer's Property") shall be, and shall remain, the personal property of the Buyer: (1) all tools, equipment, patterns, fixtures, drawings or materials of every description furnished to Seller by Buyer or specifically paid for by Buyer, and any replacements thereof; (2) all copyrights in all plans and/or drawings furnished to Seller by Buyer; and (3) all trade secrets, intellectual property and other proprietary rights encompassed within the "Confidential Information," as defined in Section 15, above.
21. Compliance with Laws. Seller, and all goods supplied by Seller, shall comply with all applicable laws, rules, regulations, orders, conventions, ordinances, permits and standards (including industry standards) of the countries of origin and destination or that relate to the manufacture, labeling, transportation, importation, exportation, licensing, approval or certification of the goods, including, but not limited to, those relating to antitrust, data protection, environmental matters, wages, hours and conditions of employment, subcontractor selection, discrimination, occupational health/safety and motor vehicle safety, all laws relating to bribery, fraud, kickbacks or anti-corruption, including, without limitation the United States Foreign Corrupt Practices Act of 1977, the Canada Corruption of Foreign Public Officials Act and the UK Bribery Act of 2010, and the European Union General Data Protection Regulation. Upon Buyer's request, Seller shall certify in writing its compliance with the foregoing.





22. Export Controls. If referenced, the goods being purchased under the Order are subject to the Export Control Laws of the US Government and they are controlled by the International Traffic in Arms Regulations (ITAR). Seller will comply with all applicable export and re-export control laws and regulations, including but not limited to the Export Administration Regulations (EAR) maintained by the U.S. Department of Commerce, the International Traffic in Arms Regulations (ITAR) maintained by the Department of State, and trade and economic sanctions regulations maintained by the Department of Treasury's Office of Foreign Assets Control (OFAC regulations) or the Department of State's Office of Economic Sanctions Policy and Implementation, and any export controls or economic sanctions maintained by the European Union or any other government. Supplier agrees to indemnify Company for any fines, penalties, claims, losses, damages, costs (including legal costs), expenses and liabilities (including costs of investigation of potential export controls or economic sanctions violations) that may arise as a result of Supplier's breach of any of the export control or economic sanctions provisions within this section 22 (Export Controls).
23. Forced Labor. Seller warrants that in relation to the supply of goods under the terms of the Order: (a) it does not employ, engage or otherwise use any child labor; (b) it does not use forced labor in any form (prison, indentured, bonded or otherwise) and its employees are not required to lodge papers or deposits upon starting work; (c) it complies with the laws on working hours and employment rights in the countries in which it operates; (d) it agrees that it is responsible for controlling its own supply chain and that it shall encourage compliance with ethical standards and human rights by any subsequent supplier of goods and services that are used by it when performing its obligations under the Order; and (e) it certifies that materials incorporated into its goods comply with the laws regarding slavery and human trafficking of the country or countries in which it is doing business. Seller shall ensure that it has ethical and human rights policies and an appropriate complaints procedure to deal with any breaches of such policies. In addition to any other inspection and audit rights provided to Buyer herein, Buyer reserves the right upon reasonable notice (unless inspection is for cause, in which case no notice shall be necessary) to enter upon Seller's premises to monitor compliance by Seller of the warranties set out above and Seller shall, subject to compliance with law, furnish Buyer with any relevant documents requested by Buyer in relation thereto.
24. Conflict Minerals. In accordance with applicable "Conflict Minerals" laws, Buyer must determine whether its goods contain tin, tantalum, tungsten or gold ("3TG") originating in the Democratic of the Congo and adjoining countries. To the extent Seller supplies goods containing 3TG to Buyer under any Order, Seller commits to have a supply chain process to ensure and document a reasonable inquiry into the country of origin of the 3TG minerals incorporated into such goods. If requested, Seller will promptly provide information and representations that Buyer reasonably believes are requested to meet its conflict minerals compliance obligations.
25. Chemical Substances Identification. By acceptance of this order, Seller certifies that any chemical substance(s) furnished pursuant to this order have been properly labeled, and that proper information regarding the substance(s), e.g., material safety data sheets, have been provided to Buyer in accordance with any and all federal, state or local legislation.
26. Applicable Law and Venue. All Orders shall be governed by and construed and enforced in accordance with the laws of the State of Ohio, USA, excluding its conflict of law provisions. The jurisdiction for any claims shall be the State or Federal courts venued in Cleveland, Ohio. Buyer and Seller expressly agree that the U.N. Convention on Contracts for the International Sale of Goods shall not apply to this order and is specifically and wholly excluded. Seller and Buyer hereby waive any and all right to trial by jury in any claim arising directly or indirectly out of the Order.
27. Assignment. No assignment of this order by Seller shall be binding unless agreed to by Buyer in writing.
28. Entire Agreement. These Terms and Conditions constitutes the entire agreement between Buyer and Seller relating to the subject matter hereof and supersedes all prior oral and written and all contemporaneous oral negotiations, commitments and understandings of the parties. These Terms and Conditions may not be changed or amended except by a writing executed by both parties hereto.

Revised April.21.2022

