

| Quote Number | 18327 |
|--------------------|----------|
| Quote Date | 02-21-22 |
| Valid Through Date | |
| Prospect Number | |
| Customer Number | 662 |
| Page | 1 |

Sales Quotation

| Q U O T E | | S H - P | |
|-----------------------|--|---------|--|
| T O | | T O | |

| | Quoted By | Contact | Phone | | | Fax | |
|-----|---|------------------------------|------------------------------|------------|----------|------------|--|
| SCC |)TT | | | | | | |
| | Customer RFQ | Payment Terms | Ship Via | | | F.O.B. | |
| | | Net 30 days | PP & ADD | | Quantity | | |
| Li | | Part / Description | | | | Unit Price | |
| 1 | 50MM 24:1 NISSEI 50A (TACT 50E) INJECTION SCREW - | | | | 1.00 | 3648.0000 | |
| | SUPPLY MATERIAL 17-4 PH STAINLESS STEEL AND MANUFACTURE 1 NEW SCREW. INCLUDING HEAT TREATMENT TO A H-1150 CONDITION, SPLINE DRIVE, ID THREAD, LOW COMPRESSION RPVC PROFILE AND CHROMED ROOT .002003 | | | | | 3648.00 | |
| 2 | 50MM 24:1 NISSE SMEAR TIP - | I 50A (TACT 50E) IN | 50A (TACT 50E) INJECTION 1.0 | | | 625.0000 | |
| | FURNISH MATERIAL 17-4 PH STAINLESS STEEL AND MNAUFACTURE 1 NEW SMEAR TIP INCLUDING CHROMED OD | | | Extension: | | 625.00 | |
| 3 | 50MM 24:1 NISSE CAP - | I 50A (TACT 50E) IN | JECTION END | 1.00 | | 2086.0000 | |
| | | CAP OUT OF 17-4 PH ED ID. | STANLESS | Exte | nsion: | 2086.00 | |
| | 7" OAL 6" WITHO | UT THREAD. | | | | | |
| 4 | 4 50MM 24:1 NISSEI 50A (TACT 50E) INJECTION NOZZLE - | | JECTION | | 1.00 | 1054.0000 | |
| | | E OUT OF 17-4 PH ST | ANLESS | Exte | nsion: | 1054.00 | |
| | | | | | | Continued | |

This Quotation is expressly subject to all of the terms and conditions contained on the last page of this quote.



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|---------------|---------------------------------|--------------------|----------------------------|-----------|------------|--|
| | Quoted By | Contact | Phone | | Fax | |
| SC |)TT | | | (| (| |
| | Customer RFQ | Payment Terms | Ship Via | | F.O.B. | |
| | | Net 30 days | PP & ADD | . Quantit | . Quantity | |
| Li | | Part / Description | | | Unit Price | |
| | STEEL AND CHROM | ED ID. | | | | |
| | LEAD TIME TO MA THE SET IS 12 - | | | | | |
| | | | | Sales Tax | 648.64 | |
| | | | | TOTAL | 8061.64 | |

This Quotation is expressly subject to all of the terms and conditions contained on the last page of this quote.

General Terms and Conditions

- 1. Acceptance: Buyer has read and understands all of the Provisions set forth on the reverse side hereof and the Exhibits hereto, and agrees that all Provisions and Exhibits are a part of this Agreement and are binding on Buyer. Acceptance of this offer by Buyer is limited to the terms and conditions set forth herein and no others, and Buyer waives any and all inconsistent conditions in its purchase order. These Terms and Conditions shall prevail in the event of a conflict between the language hereof and any language contained in Buyer's purchase orders or other documentation. Verbal agreements or representations shall not modify the terms and conditions of this offer.
- **2. Payment:** Terms of payment will be payment in full net 30 days from the invoice date unless otherwise agreed in writing. A late fee will be accrued and charged for any unpaid balance at a rate of 1.5% per month beginning on the 31st day following initial invoice.
- **3.** Credit Approval: This offer to supply materials and services is contingent upon approval of Seller's credit department and Seller's satisfaction that prompt payment will be made in accordance with the terms of the sale contained herein. Seller reserves the right to suspend deliveries and/or services hereunder and/or terminate and cancel this agreement, either before or during performance, if there is a reasonable doubt that Buyer is or will be able to pay its debts as they mature.
- **4. Right to Terminate:** It is a condition precedent to Seller's duty to perform hereunder that Buyer pay promptly all sums required hereunder when the same are due, and failure to make such payments shall constitute a material breach of this agreement and shall authorize Seller, in addition to any other remedies which Seller has at law or equity, to cease all further work or deliveries and Seller may recover for a breach of the entire agreement.
- **5. Prices:** The prices quoted become void unless accepted within thirty (30) days from the date of the offer. The 30-day price validity shall be considered Seller's standard offer, however, Seller may specify a different validity period. Prices offered are based on the scope of the work at the time of the quote, all additional work requested by the Buyer shall be done so in writing in the form of an engineering change request and the final price will be adjusted accordingly in the form of a revised quote by the seller. Additional charges will be made for service requiring premium pay to Seller's employees.
- **6. Taxes:** The Seller's quoted prices do not include any local, State, or Federal taxes or duties of any kind, which may be applicable to the sale, use, or any other disposition of the Products. Consequently, in addition to the prices specified herein, the amount of any present or future taxes or duties mentioned above shall be paid by the Buyer, or in lieu thereof, the Buyer shall provide the Seller with a taxexemption certificate acceptable to the taxing authorities.
- 7. Delivery: The time quoted by Seller for manufacturing the products offered can be stated only approximately at the time the quotation is issued and may be different when Buyer places the order due to holidays and other factors affecting shop loading, availability of materials and completeness of information supplied by the Buyer. Manufacturing times on the quote are "best estimates" and start from the date of receipt of order, complete drawings, specifications and other information required for the work where applicable. The official delivery date will be provided upon order confirmation. Shipments are subject to delays due to strikes, fires, epidemics, industrial disputes, government control and restrictions, war, acts of God, time required for obtaining export license, lack of raw materials and other causes beyond the Seller's control. Seller shall not be liable for non-delivery or delays in delivery resulting from any such cause or causes. Unless expressly stated in writing and approved by a company officer, Seller does not offer or accept any form of penalty clause for not meeting estimated delivery times. Buyer's receipt of any products from the Seller shall be an unqualified acceptance of, and waiver by Buyer, of any and all claims with respect to such products on the basis that such products are not the products ordered, or that the products otherwise do not perform to the related order, unless the Buyer notifies the Seller of such nonconformity within fourteen (14) days after the receipt of the products.
- **8. Risk of Loss:** Prices and deliveries are F.O.B. Seller's factory ("Ex Works") unless otherwise agreed to in writing by Seller, and risk of loss shall pass to Buyer upon delivery to the carrier.
- **9. Installation:** Buyer acknowledges that it is solely responsible for installation of equipment ordered. If Buyer is not familiar with installing the equipment ordered, the Seller will, at the request and expense of the Buyer, provide referrals to service technicians or engineers to supervise the installation of the products sold, but does not warrant the services of such service technicians or engineers.
- 10. Patents: Seller will defend, at its expense, a third-party action, suit, or proceeding against Buyer ("Claim") to the extent such Claim is based upon an allegation that the product furnished by Seller, as of its delivery date, infringes a valid United States patent; provided that Buyer (i) promptly notifies Seller in writing upon Buyer receiving notice of any alleged infringement, (ii) gives Seller sole authority and control of the defense or settlement of the Claim, and (iii) provides all information and assistance requested by Seller to handle the defense or settlement of the Claim. Seller will indemnify Buyer for any judgments,

- settlements, and reasonable attorney's fees resulting from a Claim as provided in this Section. However, nothing herein shall require Seller to defend or indemnify against any Claims wherein (i) the Product has been modified by someone other than Seller, (ii) the Product has been provided to Buyer in accordance with Buyer's provided specifications or instructions, (iii) the Claim of infringement is based on Buyer's other products, third-party products, or Buyer's use of the Product, or (iv) the alleged infringement results from the negligence or willful misconduct of the Buyer. Furthermore, Buyer shall defend and indemnify Seller against any third-party claims, judgments, settlements, or attorney's fees resulting from a claim against Seller's Product wherein the Product has been modified by someone other than Seller or wherein the Product was provided by Seller in accordance with Buyer's societations or instructions. The foregoing states Seller's entire liability, and Buyer's sole and exclusive remedy with respect to any infringement or misappropriation of any intellectual property rights of any other party.
- 11. Changes and Cancellations: All orders based on this offer and accepted by Seller shall be firm. However, if Buyer requests changes in design or specification of equipment on order, or for any reason stops work-in-progress, Seller's costs of complying with Buyer's request shall be fully borne by Buyer. All changes /modifications to the product design, specifications, materials, etc. must be submitted via an "engineering change request" which will then be evaluated by the seller. During this time the manufacture of the product(s) will be place on "hold" status until the requested changes are reviewed, costed and approved by the seller. A revised quote with a new delivery date will then be sent to the Buyer along with the proper forms for the Buyer to "approve" the requested changes. Upon receipt of Buyer approval, and, if applicable a revised purchase order, Seller will then resume manufacture of the product(s). Further, Seller will, on request of Buyer, agree to the cancellation in whole or in part of such orders provided that Buyer compensates Seller for its actual costs, commitments to others and normal overhead, up to the date such request is received by Seller, plus a reasonable profit on all items for which cancellation is requested.
- 12. General Limited 1-Year Product Warranty: The Seller warrants that the products to be delivered hereunder will be free from defects in materials and workmanship for a period of one year from the date of first shipment by Seller, unless otherwise agreed to in writing. If, within one year from the date of first shipment by Seller, the products do not meet the warranty specified above and the Buyer notifies the Seller promptly, the Seller will, at its option, either correct any defect in materials or workmanship which develops under proper, or replace the products with conforming products, or refund the purchase price, in each case without further liability. This limited warranty does not apply to loss or damage to the products due to abuse, mishandling, accident, improper installation or failure to follow operating instructions. Buyer shall be responsible for shipping the product to Seller for inspection. If Seller determines that the warranty claim is justified, Seller will reimburse shipping charges; otherwise, Seller will advise Purchase of the cost of repair. If Buyer fails to either order the repairs (at Buyer's cost) or arrange for return of the products to Buyer (at Buyer's cost) within 45 days, the product will be deemed abandoned by Seller. Buyer affirms that it has full responsibility for selecting and obtaining material suitable for any particular purpose and that Seller shall in no manner be responsible to Buyer for any recommendations which Seller may have made, and this sale is made without any warranty by Seller that materials are suitable for any particular purpose. Other than such express warranties as may be set forth above, Seller expressly disclaims any and all warranties, including but not limited to the warranties of merchantability and fitness for intended purpose. Buyer agrees to take the goods "As Is" and "With All Faults" and agrees to indemnify, defend and hold Seller harmless from and against any claim, cost, liability or expense, of whatever description, arising out of Buyer's selection of the specific materials sold hereunder. No verbal warranty or guaranty given by any person, including Seller's sale staff, with respect to the products shall bind the Seller.
- 13. Legal Fees: In the event suit is filed to enforce this agreement, the losing party shall pay to the prevailing party reasonable attorney's fees and court costs.
- **14. Severability:** If any term, condition or covenant of this agreement is held by a court of competent jurisdiction to be invalid, void or unenforceable, the remaining provisions of this agreement shall be valid and binding on the Buyers and Seller.
- 15. waiver: Seller's waiver of any term, condition or covenant, or of Buyer's breach of any term, condition or covenant, shall not constitute the waiver of any other term, condition or covenant or of the breach of any other term, condition or covenant.
- 16. Governing Law: This Agreement and all transactions hereunder between Seller and Buyer shall be interpreted in accordance with the internal laws, including the Uniform Commercial Code, of the State of California, with venue for any action limited to .