



THE GILL CORPORATION
HIGH PERFORMANCE COMPOSITE PRODUCTS SINCE 1945

THE GILL CORPORATION TERMS & CONDITIONS OF SALE

(Rev. November 2022)

1. GENERAL

These terms and conditions of sale ("Ts & Cs") apply to the sale of products and services ("Products") offered by The Gill Corporation or any of its divisions and subsidiaries ("TGC"). Any terms and conditions proposed in buyer's or customer's ("Buyer's") purchase order which vary, add to or conflict with these Ts & Cs are expressly rejected and are not binding on TGC. TGC will not be deemed to have waived these Ts & Cs if it fails to object to provisions submitted by Buyer. Buyer's silence or acceptance or use of Products constitutes its acceptance of these Ts & Cs. Any modification or addition to these Ts & Cs will only be effective if accepted in writing by an authorized representative of TGC. In the event different terms are specifically agreed to in writing, those terms will apply only as to the particular subject(s) covered.

2. ORDERS

Buyer's purchase orders ("Orders") must specify: (1) TGC's Products part number or the exact specifications and drawings and relevant revision designations; (2) requested delivery dates; (3) applicable price; (4) quantity; (5) delivery location of the Products; (6) any special requirements; and (7) location to which invoices will be sent for payment. Orders are subject to acceptance by TGC. TGC's order acknowledgment alone will not constitute acceptance. Any additional or conflicting terms on Orders will not apply unless specifically agreed to in writing by an authorized representative of TGC. TGC will schedule delivery in accordance with its current standard lead time (calculated from the date an Order is accepted) unless Buyer's Order requests a later delivery date or TGC agrees in writing to a separate delivery date. Once Orders are accepted by TGC, Orders in process or within TGC's planning production system are not eligible for cancellation. All other Order cancellations must be agreed to in writing by TGC and Buyer will be responsible for cancellation fees and any costs and expenses incurred by TGC as a result of the cancelled Order.

3. DELIVERY TERMS

Unless otherwise agreed to by TGC, Products will be delivered ExWorks, TGC's facility (Incoterms 2020). Risk of loss will pass to Buyer when TGC places the Product at the disposal of Buyer or Buyer's carrier at TGC's facility.

If Buyer is paying for shipment of the Products, Buyer will be responsible for filing a claim with its carrier for any Products damaged during shipment. TGC may charge storage and other administrative fees for Product that is not picked up by Buyer or Buyer's carrier from TGC's facility on the delivery date. Additionally, risk of loss for any Product not timely picked up will transfer to Buyer regardless of whether such Product has transferred to Buyer or Buyer's carrier.

4. CURRENCY

U.S. Dollars.

5. PRICE & LEAD TIME ADJUSTMENTS

The price and/or delivery dates of any Product in the Order is subject to change if i) TGC receives a price and/or lead time revision notice from any TGC sub-tier supplier, including from TGC's suppliers of resins, adhesives, fiberglass, carbon fiber, foil and/or aramid fiber materials used in the Order; and/or ii) an increase of more than three percent (3%) in the U.S. Bureau of Labor Statistics Series ID CEU3133641108, PCU325211325211 and/or WPU102501. Any revised price will be paid by Buyer on all shipments made on and after the effective date of the price change notice from TGC's sub-tier supplier(s) and/or the U.S. Bureau of Labor Statistics, regardless of the date the Order for such shipments was placed. Any revised lead time will be accepted by Buyer on all shipments made on and after the effective date of the lead time change notice from TGC's sub-tier supplier(s) if those materials impact Seller's ability to meet delivery dates in the Order. If Seller needs to revise any price and/or lead time, but is prevented from so doing by any law, governmental decree, order or regulation, or if any price or lead time at any time in effect hereunder is nullified or reduced by reason of any law, governmental decree, order or regulation, Seller will have the right to revise the Order to most nearly accomplish the original intent of these Ts & Cs or terminate the Order immediately upon written notice to Buyer.

6. PAYMENT TERMS

Upon approved credit, payment terms are net 30 days from the date of invoice. A monthly invoice carrying charge interest on delinquent amounts at a rate of 1.5% per day or the maximum rate permitted by law, may be assessed for invoices not paid in net 30 days. If, in the sole judgment of TGC, the financial condition of Buyer does not support commencement or continuance of any manufacture of Products or shipment of completed Products, TGC may make a written demand for full or partial payment in advance, deliver future shipments on a cash with Order or cash in advance basis; charge storage or inventory carrying fees on Products; and recover all costs of collection including, without limitation, reasonable attorneys' fees. At TGC's sole option, it may suspend future performance and/or cancel performance until payment is received for all past due invoices. TGC may combine any of the above rights and remedies as may be permitted by applicable law. The above remedies are in addition to all other remedies available at law or in equity. Buyer will not set off or recoup invoiced amounts or any portion thereof against sums that are due or may become due to TGC, its parents, affiliates, subsidiaries or other divisions or units unless agreed to in writing by TGC.

7. CUSTOMER-SUPPLIED MATERIALS & TOOLING

For any customer-supplied material, parts or hardware, TGC will be held responsible only for the value-added labor and material content provided by TGC during manufacture of the Products. Buyer agrees to indemnify and hold TGC harmless for all claims, costs and damages incurred by TGC as a result of defective,

inaccurate or incomplete customer-supplied material, parts or hardware.

TGC will not be held liable for any normal wear and tear to Buyer-owned tooling used for an Order. If TGC reasonably concludes that Buyer-owned tooling in TGC's custody, control or possession will no longer be used by TGC in any Orders from Buyer in the near future, TGC will request that Buyer give written instructions to TGC regarding the removal or disposal, at Buyer's cost, of such tooling. If Buyer does not issue instructions to TGC regarding the disposal or removal of such tooling after the earlier of either (i) three written requests from TGC; or (ii) three months since TGC's initial request for instructions, TGC will have the right to determine how such Buyer-owned tooling should be disposed of or removed from TGC's facility. In such an event, Buyer will be liable to TGC for all costs incurred by TGC for such disposal or removal including the costs for storage, handling, hauling and/or transportation of such tooling and Buyer will waive any right to seek relief or damages or take action against TGC for any such disposal or removal by TGC.

8. TAXES

United States Sales: The price does not include any Federal, state or local property, license, privilege, sales, use, excise, gross receipts, value added or other like taxes which may be applicable to, or imposed upon, the transaction, the goods, or the sale, transportation, delivery, value or use thereof, or any services performed in connection therewith. Such taxes are for the account of the Buyer and the Buyer agrees to pay or reimburse any such taxes which TGC or its contractors or suppliers are required to pay.

Sales Outside of the United States: All present and future taxes (other than corporate income taxes imposed on TGC), duties, tariffs, fees and other charges, including, but not limited to excise, import, purchase, sales, use, turnover, added value, consular, gross receipts, gross wages, and similar assessment imposed by the United States or the Buyer's government (or the government of any country through which the product must pass en route from the country of origin to the country of destination) or any subdivision thereof or any taxing authority or any agencies therein with respect to this Order or the subject matter thereof, will be the obligation of the Buyer. Any such items paid by TGC will be added to the price and Buyer will reimburse TGC for the amount of such taxes, duties, tariffs, fees and other charges and expenses incidental thereto upon receipt of an invoice from TGC.

9. EXCUSABLE DELAY

TGC will not be liable for failure to perform or for delay in performance due to any cause beyond its reasonable control including but not limited to fire, flood, strike or other labor difficulty, act of God, any legal proceeding, act of any governmental authority, act of the Buyer, war, riot, sabotage, civil disturbance, embargo, fuel or energy shortage, wreck or delay in transportation, major equipment breakdown, epidemics, quarantine and other stay home restrictions, inability to obtain necessary labor, materials or manufacturing facilities from usual sources, or any act, delay or failure to act of TGC's suppliers and subcontractors of any tier beyond TGC's or such supplier's or subcontractor's reasonable control. In the event of delay in performance due to any such cause, the date of shipment or time for completion will be extended by a period of time reasonably necessary to overcome the effect of such delay.

10. ACCEPTANCE

Buyer will inspect Products within a reasonable period after delivery not to exceed thirty (30) calendar days after delivery. Products will be deemed accepted unless TGC receives written notice of rejection explaining the basis for rejection within the same timeframe. Buyer waives its rights to claim Nonconformance with respect to Products deemed accepted after the inspection period except as to Nonconformance due to latent defects. TGC will be afforded a reasonable opportunity to repair or replace, at TGC's option, any Product rejected by Buyer. If TGC reasonably determines that rejection was improper, Buyer will be responsible for all expenses caused by the improper rejection.

11. WARRANTY

TGC warrants that the Products furnished under any Order will conform to the agreed upon specifications and drawings, and be free of defects in workmanship and material. "Nonconformance" means failure to comply with the aforementioned documents or having defects in workmanship or material. Normal wear and tear and the need for regular overhaul and periodic maintenance do not constitute a Nonconformance. In the event of a return of a Product for Nonconformance, the Buyer will obtain in advance from TGC a Return Material Authorization ("RMA"). After receipt of an RMA, the Buyer will return the Product, with the RMA referenced or attached, to TGC's designated repair facility. The Buyer will provide sufficient detail necessary for TGC to identify and address a claimed Nonconformance. Any return of a Product without an RMA and/or sufficient details regarding a claimed Nonconformance will not be accepted by TGC. The Buyer will thereafter respond promptly to all TGC inquiries regarding the Nonconformance. When a claimed Nonconformance is confirmed, TGC will, at its election, either repair at its cost the nonconforming Product or ship a replacement Product free of charge to Buyer. All breach of warranty claims must be made within six (6) months after a Product is shipped (unless the Product has a specified shelf life period beyond 6 months, in which case the specified shelf life period applies). The foregoing is Buyer's exclusive remedy for breach of warranty by TGC. All Products repaired or replaced will be warranted only for the unexpired portion of the original warranty period. TGC assumes customer's shipping costs for the Nonconforming Product and TGC's shipping cost for the repaired or replacement Product in an amount not to exceed normal surface shipping charges to and from TGC for such Products delivered under an Order. The party initiating transportation will bear the risk of loss or damage to Products in transit. If TGC determines, after commercially reasonable analysis that a Nonconformance does not exist, then Buyer will pay all expenses related to the improper return or warranty claim including, but not limited to, analysis and shipping charges.

Exclusions: The above warranties will not apply if the Nonconformance is the result of a) normal wear and tear; b) abuse, misuse or negligence by Buyer; c) changes by Buyer to the Product after delivery by TGC; d) defect in any materials, casting, forging part or assembly delivered to TGC by Buyer that did not occur as a result of any work performed by TGC; or e) Buyer storing, installing, using, inspecting, maintaining or servicing the Product other than in conformity with TGC's applicable manuals, bulletins or other written instructions or recommendations (or in the absence of such recommendations, in accordance with the generally accepted practices of the

industry, including but not limited to applicable quality assurance procedures relating to the installation of the Products covered by these Ts & Cs). Buyer agrees to indemnify, defend and hold TGC and its affiliates harmless from any and all liability resulting from these warranty exclusions.

THE WARRANTIES SET FORTH ABOVE ARE THE ONLY WARRANTIES APPLICABLE TO THE PRODUCTS SUPPLIED BY TGC. THERE ARE NO OTHER EXPRESSED OR IMPLIED WARRANTIES OF ANY KIND INCLUDING BUT NOT LIMITED TO IMPLIED OR EXPRESS WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, WHICH ARE HEREBY DISCLAIMED. The remedies for breach of warranties set forth above are exclusive remedies.

12. CHANGES & STOP WORK

Any changes in Orders requested by Buyer, including without limitation, changes to Product design, scope or period of work, changes to delivery terms, speed or methods, requests to consolidate or split shipments, or increase or decrease in quantities will only be effective if accepted in writing by TGC. Such changes may require other terms and conditions to be modified, including price and/or delivery terms and TGC reserves the right to make such adjustments and charge for all costs and expenses incurred by TGC in implementing the change. Any "stop work" instruction from Buyer must be in writing and will be treated as a change request by Buyer in TGC's performance and/or delivery date under the Order. In the event of a stop work instruction from Buyer, TGC will finish any Product that is in process and in the manufacturing or assembly stage that is not amenable to being stopped and TGC will ship and invoice Buyer for all finished Products. Stop work instructions from Buyer will not exceed sixty (60) days.

13. LIMITATION ON LIABILITY

TGC will not be responsible for any indirect, special, incidental or consequential damages, loss of profits, loss of revenues, or loss of use, even if informed of the possibility of such damages. The total aggregate monetary liability of TGC for any and all claims, whether in contract, tort (including, without limitation, negligence, or strict liability), or otherwise arising out of, connected with, or resulting from TGC's performance or non-performance under the Order or this Ts & Cs shall not exceed the value of the relevant Order.

14. GENERAL

These Ts & Cs do not supersede any confidentiality agreement executed by Buyer and TGC that otherwise applies to products, services, technical data or other information delivered in connection with an Order. In the absence of such an agreement, Buyer may use TGC's confidential information only in the normal use or operation of TGC's Products. Further, Buyer may disclose TGC's confidential information internally only on a need-to-know basis, will protect TGC's confidential information against inadvertent disclosure, and will not disclose TGC's confidential information to any third party without TGC's prior written consent. Both parties will comply with all applicable import and export laws. The contract arising pursuant to this Order will be governed by the laws of the State of California without giving effect to its conflict of law principles. The Parties exclude the application of

the United Nations Convention on Contracts for the International Sale of Goods. Any dispute which is not settled by negotiation will be settled by binding arbitration under the rules of the American Arbitration Association. One arbitrator will be jointly appointed by the parties or, if the parties cannot so agree, be appointed by AAA. The arbitration will take place in the county of Los Angeles, California and conducted in English. TGC's remedies provided herein will be cumulative and in addition to any other remedies provided by law or equity. Either party's failure to insist on performance of any of these Ts & Cs or exercise any right will not be deemed a waiver unless in writing signed by the party waiving performance. A waiver on one occasion will not thereafter operate as a waiver of any other terms, conditions or rights, whether or the same or similar type.