MICRON METAL FINISHING
TERMS AND CONDITIONS OF SALE/ PROCESSING SERVICES

Bridgeview, Illinois • Effective Revision Date: 10-1-2026

These Terms and Conditions ("Terms") apply to all quotations, orders and services performed by Micron Metal Finishing ("Micron") for the customer ("Buyer"). Micron is a job□shop finisher: it does not manufacture Buyer's parts. Micron's services consist principally of powder coating, dip coating and related preparation/handling of parts furnished by Buyer or Buyer's suppliers. Acceptance of a quotation, delivery of parts to Micron, issuance of a purchase order, or authorization to proceed constitutes Buyer's acceptance of these Terms. Any inconsistent or additional terms in Buyer's purchase order or other document are rejected unless expressly accepted in a writing signed by an authorized representative of Micron. A Micron quotation and these Terms control the transaction.

1. QUOTATIONS; ORDERS; PRICING; TAXES.

Quotations are based on the information, samples, drawings, specifications, quantities, substrate condition, system and packaging requirements supplied to Micron and may be revised if any of those assumptions change. Unless stated otherwise, prices cover only the processing expressly quoted and special packaging if quoted. Testing, inspection, stripping/rework, special masking, expedited service, taxes and other charges are not expressly included. Applicable taxes are Buyer's responsibility unless a valid exemption is provided. Typographical and clerical errors may be corrected. No order may be cancelled or materially changed after acceptance without Micron's written consent; Buyer is responsible for costs already incurred, committed materials and work performed.

2. BUYER'S PARTS; SPECIFICATIONS; FITNESS FOR PROCESSING.

Buyer is responsible for the design, manufacture, metallurgy, substrate condition, dimensions, tolerances, welds, castings, fabrication, prior coatings, contamination and suitability of all parts supplied for finishing. Buyer must provide complete and accurate drawings, specifications, approved coating/color requirements, masking instructions, critical surfaces, appearance standards, test requirements and end-use requirements before processing. Micron may rely on Buyer's information and is not responsible for defects or failures caused by the underlying part, design, fabrication, material, contamination, prior processing, hidden conditions or incompatibility with the specified coating/process. Buyer shall identify parts that cannot tolerate normal cleaning, pretreatment, handling or cure/process temperatures.

3. NORMAL PROCESS VARIATION; APPEARANCE; MASKING; RACKING.

Industrial finishing is subject to normal process and material variation. Unless a written specification accepted by Micron states otherwise, minor variations in color, gloss, texture, film build, coverage, orange peel, edge coverage and appearance are not defects when commercially reasonable for the part geometry and coating system. Deep recesses, Faraday-cage areas, sharp edges, welds, cast surfaces and complex geometry may coat differently from open surfaces. Rack/hook contact marks and uncoated contact points are inherent where electrical grounding or part support is required. Masking locations and tolerances must be identified by Buyer; special masking may be separately charged. Outgassing, pinholing, blistering or other conditions originating in castings, welds, porous substrates, trapped fluids, oils or prior processing are not Micron's responsibility unless expressly assumed in writing.

4. PACKAGING; CUSTOMER-SUPPLIED MATERIALS.

Buyer is responsible for specifying and supplying all packaging materials and methods Buyer considers necessary to protect newly finished parts, including boxes, dividers, foam, sleeves, bags, trays, separators, protective film or other special packaging. Micron normally stocks only standard kraft paper and may use it when appropriate. If Buyer does not supply or specify additional packaging, Buyer acknowledges that Micron's stock kraft paper may be the only protective packaging used and assumes the risk that such packaging may be insufficient for Buyer's parts, finish, handling, storage, freight or downstream distribution. Micron is not responsible for abrasion, marking, blocking, rubbing or other damage attributable to inadequate packaging specified or supplied by Buyer or to handling after the parts leave Micron's dock.

5. DELIVERY; FREIGHT; RISK OF LOSS.

Unless Micron agrees otherwise in writing, delivery is at Micron's Bridgeview, Illinois facility and freight is for Buyer's account. Buyer is responsible for selecting carriers and for freight and insurance charges. Risk of loss or damage during transportation passes to Buyer when finished parts are delivered to Buyer on Micron's truck, Buyer's carrier, or another carrier acting at Buyer's direction. Freight quotations, if provided, are estimates only. Micron is not responsible for carrier delay, loss, mishandling or transit damage.

6. DELAYS AND CONDITIONS BEYOND MICRON'S CONTROL.

Micron is not liable for delay or failure in performance, delivery or shipment, or for resulting loss or damage, when caused directly or indirectly by circumstances beyond Micron's reasonable control, including, fire, flood, accident, severe weather, civil unrest, acts of God, war, governmental action, embargo, strike, labor difficulty, shortage of labor, fuel, power, coating materials or supplies, utility interruption, equipment failure despite reasonable maintenance, transportation delay, carrier disruption, rework, supplier delay, or similar causes. Orders are subject to Micron's ability to obtain required materials and to then□current production schedules, laws, regulations, orders and restrictions. Stated completion or delivery dates are estimates unless expressly guaranteed in a signed writing.

7. INSPECTION; ACCEPTANCE; DIRECT OR THIRD PARTY SHIPMENT.

Buyer must inspect Micron's work within five business days. If buyer directs Micron to ship finished parts directly to Buyer's customer, end user, jobsite, warehouse or other third party, Buyer will be deemed to have inspected and accepted Micron's workmanship, finish, quantity and apparent condition before the shipment leaves Micron's dock. The same rule applies when Buyer receives finished parts and then forwards, transfers or re-ships them: forwarding or re-shipping constitutes Buyer's acknowledgment and acceptance of Micron's workmanship and the apparent condition of the parts at that time. After such shipment or re-shipment, Micron is not responsible for damage, deterioration, mishandling, storage conditions, packaging failure, loading/unloading or changes in condition occurring thereafter.

8. CLAIMS; RETURN FOR EVALUATION; REWORK.

Buyer shall notify Micron in writing of any claimed nonconformity promptly after discovery and, for an apparent condition, before the parts are used, assembled, altered, installed, further processed or shipped onward. Buyer shall provide reasonable documentation and an opportunity for Micron to inspect the affected parts. NO RETURN, SORTING, STRIPPING, REWORK, REPAIR, REPLACEMENT OR THIRD PARTY CORRECTIVE WORK MAY BE CHARGED TO MICRON WITHOUT MICRON'S PRIOR WRITTEN AUTORIZATION. If accepted parts are later rejected, after Buyer has forwarded or re-shipped them, Buyer is responsible for arranging and paying freight, transPortation, handling and related costs necessary to return the parts to Micron for inspection or authorized reprocessing. Micron's inspection of returned parts is not an admission that the parts were defective when they left Micron.

9. LIMITED WARRANTY; EXCLUSIVE REMEDY.

Micron warrants only that its coating services will be performed in a commercially reasonable manner and substantially in accordance with the written specifications expressly accepted by Micron. Micron makes no warranty concerning the design, manufacture, merchantability, fitness or end-use performance of Buyer's parts, and makes no warranty that a coating system selected or specified by Buyer is suitable for a particular environment or purpose. For a valid claim attributable solely to Micron's processing, Micron's obligation, at its option, is limited to reprocessing

the affected parts' or refunding/crediting the amount charged by Micron for the processing of those affected parts. This limited remedy does not include the value of Buyer's parts unless Micron expressly agrees otheiwise in writing.

10. LIMITATION OF LIABILITY; CONSEQUENTIAL DAMAGES.

To the fullest extent permitted by law, Micron shall not be liable for indirect, incidental, special, exemplary, punitive or consequential damages, including lost profits, lost production, downtime, line shutdown, loss of use, labor, sorting, assembly/disassembly, removal/reinstallation, field service, expedited freight, penalties or claims of Buyer's customer, even if Micron was advised that such damages might occur. Micron's aggregate liability arising from any order or affected lot shall not exceed the amount invoiced by Micron for the processing services giving rise to the claim, except to the extent a different limitation is required by applicable law. Buyer is responsible for maintaining insurance appropriate to the value and use of its parts and for risks exceeding this limitation.

11. PAYMENT; CREDIT; COLLECTION.

Payment is due according to Micron's quotation or invoice; if no term is stated, payment is due thirty (30) days from invoice date. Buyer may not withhold, set off or deduct amounts based on an unapproved claim. Past-due amounts may bear interest at the lesser of 1.5% per month or the maximum lawful rate. Micron may modify or withdraw credit, require advance payment, suspend work or withhold shipment if Buyer is past due or Micron reasonably determines that Buyer's creditworthiness has materially changed. Buyer shall reimburse Micron for reasonable costs of collection, including attorneys' fees and court costs, to the extent permitted by law.

12. PARTS LEFT IN MICRON'S POSSESSION.

Buyer shall promptly retrieve completed, rejected, cancelled or otherwise returnable parts after notice. Micron may charge reasonable storage after thirty (30) days. Parts remaining more than ninety (90) days after written notice may, to the extent permitted by law, be returned at Buyer's expense or treated as abandoned after any additional notice legally required. Nothing in these Terms waives any lien, possessory right or other remedy available to Micron under applicable law.

13. COMPLIANCE; HAZARDOUS OR CONTAMINATED PARTS.

Buyer shall disclose any hazardous, regulated, toxic, reactive, radioactive, biohazardous or otherwise unusual material or residue on or within parts before delivery and shall provide applicable safety information. Buyer is responsible for costs, delays, cleanup, disposal, testing or damage resulting from undisclosed contamination or hazardous conditions originating in Buyer's parts. Micron may refuse or stop work it reasonably considers unsafe or outside its process capabilities.

14. GOVERNING LAW; VENUE; SEVERABILITY; ENTIRE AGREEMENT.

These Terms and each transaction shall be governed by the laws of the State of Illinois, without regard to conflict-of-law principles. Any action arising from the transaction shall be brought in a state or federal court of competent jurisdiction located in Cook County, Illinois, and the parties consent to that jurisdiction and venue. If any provision is held unenforceable, the remaining provisions remain effective and the invalid provision shall be enforced to the maximum extent permitted by law. A waiver on one occasion is not a continuing waiver. These Terms, together with Micron's quotation and any signed written agreement, constitute the parties' agreement concerning the subject matter and may be modified only by a writing signed by an authorized Micron representative.