



EF Precision Inc.  
Precision Assembly Inc.

## **E.F. PRECISION, INC. AND PRECISION ASSEMBLY, INC. STANDARD CUSTOMER TERMS AND CONDITIONS**

The following terms and conditions apply to the transaction(s) referenced on [the acknowledgement, confirmation of purchase, credit memo, invoice or packing list (the “Agreement”) incorporating these terms and conditions by reference] from E.F. Precision, Inc. and/or Precision Assembly, Inc. (individually or together, as applicable, “Seller”) to the individual, corporation, partnership, limited liability company or other entity referenced thereon as the purchaser (“Customer”).

1. Entire Agreement. The contract evidenced by this Agreement constitutes the entire understanding and agreement between the parties with respect to the subject matter addressed therein, superseding any course of dealing and all prior oral or written agreements or understandings (including any quote, proposal, purchase order or sales order prepared by either party). This Agreement may not be modified except by a writing signed by the authorized representatives of both of the parties. Merely signing a purchase order or other document as a condition of payment will not be deemed a specific acceptance of terms therein by Seller. Seller’s obligations with respect to Customer’s oral or written proposal, purchase order, credit request, payment, acceptance, acknowledgment, transmittal or other communication (each, an “Order”) is conditional on Customer’s assent to these terms and conditions. No other terms and conditions, whether additional to, different from or conflicting with, these terms and conditions shall become part of this Agreement. Seller shall be obligated to perform only in accordance with the terms and conditions of this Agreement, and any terms and conditions proposed in Customer’s Order that are different from, conflict with or add to the provisions of this Agreement shall be deemed to materially alter them and are hereby objected to and rejected by Seller. If this Agreement is an acknowledgment or confirmation of purchase, Customer is hereby notified that Seller has commenced performance under this Agreement and intends to deliver or ship the goods identified herein to Customer under the terms and conditions of this Agreement. Customer shall be deemed to have accepted all terms and conditions contained in this Agreement, and no other, if Customer shall have failed to make written objection to Seller within five (5) days following Customer’s receipt of this Agreement.

2. LIMITATION OF LIABILITY. SELLER'S LIABILITY FOR ANY LOSS, DAMAGE, COST OR EXPENSE CAUSED BY ANY MATTER WHATSOEVER, INCLUDING BREACH OF CONTRACT, EXPRESS OR IMPLIED, BREACH OF WARRANTY, EXPRESS OR IMPLIED, PRODUCT LIABILITY, STRICT LIABILITY, DEFECTS IN THE EQUIPMENT, CONTRIBUTION, INDEMNIFICATION OR SELLER'S ACTIVE OR PASSIVE, SOLE, JOINT OR SEVERAL NEGLIGENCE OF ANY KIND OR DEGREE, SHALL BE LIMITED UNDER ALL SUCH CIRCUMSTANCES TO THE SUM OF [\$1,000].

3. Force Majeure. Seller shall have no liability to Customer or Customer's customers or users, and shall have the right to suspend its performance hereunder, in the event of war, riot, flood, acts of God, fire, court order, strike, work stoppage, act of governmental authority or any cause beyond Seller's control.

4. Limited Warranty. Subject to the terms of this paragraph, Seller warrants to Customer that the products manufactured by Seller are free of defects in workmanship. If Customer notifies Seller within [ninety (90) days from the date of delivery] to Customer hereunder (the "Warranty Period"), and returns the products to Seller at Customer's sole expense, Seller shall, upon its confirmation that such defect exists and at its sole option, repair the products or replace them with products of comparable value. In either case, the Warranty Period for the repaired or replaced products shall extend after the date of repair or replacement for a time equal to the original Warranty Period. If Customer does not notify Seller of such defects, whether patent or latent, within the Warranty Period, Seller shall have no further liability or obligation to Customer therefor. In no event shall Seller's liability under this limited warranty exceed the original purchase price of the products which are the subject of a proper notice of defects. Notwithstanding any provisions of this limited warranty, (i) this limited warranty shall not apply with respect to any defect arising in connection with normal wear and tear, misuse, accident, modification of the product, vandalism, war, flood, acts of God or fire and (ii) Customer's sole remedy against Seller for breach of warranty shall be the repair or replacement of the defective material or workmanship, at the Seller's sole option, without charge (except for labor costs), F.O.B. at Seller's factory. IN NO EVENT SHALL SELLER BE LIABLE IN CONTRACT, TORT, STRICT LIABILITY OR ANY OTHER CAUSE OF ACTION (WHETHER IN LAW, EQUITY OR OTHERWISE) FOR ANY LOSS, DAMAGE, COST OR EXPENSE ARISING DIRECTLY OR INDIRECTLY FROM THE USE OF THE PRODUCT OR FOR GENERAL, DIRECT, SPECIAL, EXEMPLARY, PUNITIVE, CONSEQUENTIAL OR INCIDENTAL DAMAGES. EXCEPT FOR THE FOREGOING LIMITED WARRANTY, SELLER MAKES NO EXPRESS WARRANTY WITH RESPECT TO ANY PRODUCTS SOLD UNDER THIS CONTRACT AND SPECIFICALLY EXCLUDES ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.

5. Default. The parties agree that punctuality in the payment of all amounts due hereunder and all other references as to time or duties in this Agreement are of the essence of this Agreement. The occurrence of any of the following will constitute a default hereunder: (i) Customer fails to pay when due any obligation hereunder or otherwise breaches any provision contained herein; (ii) any representation or warranty of Customer contained herein or in any other related document, whether made or furnished to Seller by or on behalf of Customer, proves to be false or incorrect at any time; (iii) Customer becomes insolvent, ceases to do business as a going concern or becomes unable to pay its debts generally as they become due or admits any such condition in writing; (iv) a petition for an order for relief under the bankruptcy laws or insolvency laws or for reorganization, composition, adjustment or other relief of debtors under any law is filed by or against Customer; (v) Customer makes an assignment for the benefit of creditors or a receiver or liquidator is appointed for Customer; (vi) any court of competent jurisdiction orders the winding up or liquidation of the affairs of Customer; (vii) Customer defaults in the payment when due of any other obligations to, or under any other agreement with, Seller; (viii) Seller in good faith believes the prospect for payment or performance under this Agreement or under any other agreement between Customer and Seller is impaired; (ix) a surety takes over performance of any job contracted by Customer or extends financial assistance to Customer or (x) a receiver, custodian or trustee is appointed for Customer or for a substantial part of Customer's property.

6. Remedies. Upon the occurrence of any default, Seller may (1) declare to be immediately due and payable to Seller the any and all amounts (including late charges) due or to become due hereunder and under all related documents, all without presentment, demand, protest, notice of intent to accelerate, notice of acceleration or other notice of any kind, all of which are hereby expressly waived by Customer and/or (2) cancel this Agreement. Upon the occurrence of any default, Seller's obligation to perform any services pursuant to this Agreement shall be suspended. In the event of such cancellation, Seller shall have all rights and remedies set forth in the Uniform Commercial Code of any applicable jurisdiction and all other remedies available at law or in equity. Customer will pay all expenses incurred in exercising Seller's remedies hereunder, including, without limitation, costs of collection, reasonable attorneys' fees and advances made by Seller to protect its rights under this Agreement. Seller's acceptance of payment or performance after such is due will not constitute waiver of any default or of any other provision hereof, and waiver of any default will not constitute waiver of any other default. Seller's remedies are cumulative, not alternative. No exercise or partial exercise of any remedy will preclude exercise of any other remedy or of the remainder of any such partially exercised remedy. The grant of rights and authority in this paragraph will be irrevocable by Customer.

7. Risk of Loss. The risk of loss due to casualty or destruction shall be borne by Customer upon Seller's tender of the products to the carrier for transportation to Customer.

8. Taxes. Customer will pay any tax, fee or other charge levied by any governmental authority in connection with the transactions contemplated by this Agreement (other than taxes based upon Seller's net income). The payments and fees provided for in this Agreement are exclusive of state sales taxes, use taxes, gross receipt taxes, or other similar taxes, payment of which will be the sole responsibility of Customer.

9. Representations and Warranties of Customer. Customer makes the following representations and warranties to Seller, all of which representations and warranties shall survive the termination or expiration of this Agreement: (i) Customer has full authority and legal right to execute, deliver and perform this Agreement, and such action has been duly authorized by Customer, will not contravene any applicable law, regulation or judgment, or organizational document of Customer and will not contravene or constitute a default under any agreement to which Customer is a party or by which Customer or its assets may be bound or affected; (ii) Customer's name and place of business are as indicated in this Agreement, and Customer will notify Seller in writing of any change in its name or address within 10 days of such change; and (iii) any financial information of Customer furnished to Seller by or on behalf of Customer in connection with this Agreement is complete and correct for the purposes and periods covered thereby.

10. Inspection/Packing List. Customer shall have the right to inspect, and shall inspect immediately upon receipt, the products delivered under this contract. Customer shall review and inspect any packing list enclosed therewith and the goods and products described thereon, and agree to provide written notice to Seller promptly, but in any event within three (3) days of receipt, of any shortage, unconformity, defective condition or breach of warranty. Unless Customer gives written notice to Seller of such shortage, unconformity, defective condition, or breach of warranty within such time period, the goods and products shall be deemed in strict conformity with the Customer's order and specifications in all respects, and Customer's rights and remedies under this contract shall be deemed to have been waived.

11. Uniform Commercial Code. Terms used in this contract which are defined by the Uniform Commercial Code of the Commonwealth of Pennsylvania shall have the meanings contained therein.

12. Confirmation of Invoice and Packing List. Any invoice and/or packing list issued by Seller to Customer shall confirm delivery of the goods sold as identified therein and is intended to request payment therefor.

13. Notices. All notices, requests, claims, demands, and other communications hereunder will be in writing and may be hand delivered (provided the deliverer provides proof of delivery) or sent by nationally established overnight courier that provides proof of delivery, or certified or registered mail (postage prepaid, return receipt requested). Notice will be deemed received on the date of delivery as demonstrated by the receipt of delivery. Notices will be delivered to a parties at the address set forth in this Agreement or at such other address as the party may have designated by written notice to the other party in accordance with this paragraph.

14. Severability; Counterparts; Governing Law. If any term or provision of this Agreement will be held or deemed to be, or will in fact be, invalid, inoperative, illegal or unenforceable as applied, such circumstance will not have the effect of rendering the provision in question invalid, inoperative, illegal or unenforceable, but this Agreement will be reformed and construed in any such jurisdiction or case as if such provision had never been contained herein. This Agreement may be executed in several counterparts, each of which will be deemed an original, but all of which together will constitute one and the same instrument, binding upon all of the parties. Delivery of an executed counterpart of a signature page to this Agreement by facsimile or as a “.pdf” will be effective as delivery of a manually executed counterpart of this Agreement. The validity, interpretation, construction and performance of this Agreement will be governed by, and construed in accordance with the laws of the Commonwealth of Pennsylvania without regard to conflicts of laws principles or any rule of construction based upon which party drafted this Agreement or any provision hereof.

15. Consent to Jurisdiction. In the event that any dispute hereunder is properly submitted to a court of competent jurisdiction for resolution, each of the parties hereto (i) submits and consents to the exclusive personal jurisdiction of any Pennsylvania state court in Montgomery County, Pennsylvania or any federal court in the Eastern District of Pennsylvania with respect to any suit, action or proceeding relating to this Agreement, (ii) waives any objection that such party may now or hereafter have to the laying of venue of any such suit, action or proceeding brought in any such court, and waives any claim that any such suit, action or proceeding brought in any such court has been brought in an inconvenient forum, (iii) waives the right to object that any such court does not have personal jurisdiction over such party, and (iv) consents to the service of process in any such suit, action or proceeding upon the receipt through the United States mail of copies of such process to such party by certified mail to the addresses indicated herein or at such other addresses of which the other parties will have received written notice.

16. Further Assurances. Customer will execute and deliver such statements and documents requested by Seller in connection with this Agreement or any related document.

17. Assignment. This Agreement will not be assignable by either party and any such assignment will be null and void, except that Seller may assign this agreement to one or more affiliates, any successor to Seller by operation of law, or by way of merger, consolidation or sale of all or substantially all of its assets, and this Agreement will inure to the benefit of and be binding upon any such permitted assignee; provided, that no such assignment will relieve the assigning party of its obligations or liabilities hereunder.

18. Waiver of Trial by Jury. EACH OF THE PARTIES HEREBY KNOWINGLY, VOLUNTARILY AND INTENTIONALLY WAIVES, TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, ANY RIGHT TO TRIAL BY JURY IN ANY ACTION OR PROCEEDING BROUGHT ON OR WITH RESPECT TO THIS AGREEMENT, INCLUDING TO ENFORCE OR DEFEND ANY RIGHTS HEREUNDER, AND AGREES THAT ANY SUCH ACTION OR PROCEEDING WILL BE TRIED BEFORE A COURT AND NOT BEFORE A JURY.

19. Indemnity. CUSTOMER SHALL INDEMNIFY, DEFEND AND HOLD SELLER, ITS OFFICERS, DIRECTORS, EMPLOYEES AND AGENTS HARMLESS FROM ANY AND ALL DEMANDS, CLAIMS ACTIONS, LOSSES, DAMAGES, LIABILITIES, COSTS AND EXPENSES (INCLUDING, WITHOUT LIMITATION, ATTORNEYS' FEES) ARISING OUT OF OR FROM (1) THIS AGREEMENT, (2) THE PRODUCT OR SERVICE PURCHASED BY CUSTOMER FROM SELLER (INCLUDING PRODUCT OR STRICT LIABILITY), (3) CUSTOMER'S NEGLIGENCE OF ANY KIND OR DEGREE, (4) CUSTOMER'S BREACH OF CONTRACT, INCLUDING SELLER'S COSTS OF COLLECTION.

20. **The parties hereby incorporate the requirements of 41 C.F.R. § 60-1.4(a) and 29 C.F.R. § 471, Appendix A to Subpart A, if applicable.**

**This contractor and subcontractor shall abide by the requirements of 41 CFR 60-300.5(a) and 41 CFR 60-741.5(a), if applicable. These regulations prohibit discrimination against qualified protected veterans and qualified individuals with disabilities, and require affirmative action by covered prime contractors and subcontractors to employ and advance in employment qualified protected veterans and qualified individuals with disabilities.**