

**XACT WIRE EDM CORPORATION/
XACT WIRE E.D.M., CORP OF ILLINOIS
TERMS AND CONDITIONS OF SALE:**

1. Terms and Conditions of Sale. The following set of terms and conditions shall govern all sales of components or services (collectively, the "Products/Services") by XACT WIRE EDM CORPORATION, a Wisconsin corporation, and/or XACT WIRE E.D.M., CORP. OF ILLINOIS, a Wisconsin corporation (collectively, referred to as "XACT"), to any purchaser of the Products/Services ("Buyer") regardless of whether Buyer purchases the Products/Services through written purchase orders, electronic orders, verbal or written quotations, or any other writings or communications from XACT and/or Buyer relating to the Products (collectively or individually, an "Order"). "Sales Terms" shall refer to these terms and conditions as amended from time to time.

2. Pricing; Taxes. Unless otherwise specified all prices, quotations, shipments and deliveries by XACT are F.O.B. point of origin (XACT's manufacturing location). Orders are not binding upon XACT until accepted by XACT. Any quotations given by XACT will be valid for the period stated on the quotation. Prices are exclusive of taxes, impositions and other charges, including: sales, use, excise, value added and similar taxes or charges imposed by any government authority, international shipping charges, forwarding agent's and broker's fees, consular fees, document fees and import duties. If XACT shall be liable for or shall pay any of the foregoing, the same shall be paid by Buyer to XACT in addition to the price of the Products/Services.

3. Delivery; Title; Risk of Loss. Buyer will be notified of the approximate delivery and arrival date(s) of the Products/Services, but XACT does not guarantee nor warrant a day of delivery. In the event of non-delivery, Buyer's exclusive remedy shall be a refund of only those monies paid for the undelivered Products/Services. Delayed Products/Services may not be cancelled unless and until such delay exceeds 30 days. In all cases, title, liability for and risk of loss of the Product shall pass to Buyer upon loading for shipment at XACT's manufacturing location.

4. Credit. All Orders are subject to the approval of XACT's Credit Department. XACT may at any time refuse to make shipment or delivery if Buyer fails to fulfill the terms and conditions of payment or fails to provide security in compliance with XACT's credit policies, as such policies may be amended from time to time. XACT may require payment in full or other security in advance. Without limiting the generality of the foregoing, if Buyer becomes the subject of a bankruptcy or other insolvency proceeding, or fails to pay XACT's invoices as and when they become due, XACT reserves the right to: (a) cancel all or any part of an Order; (b) modify the terms of payment prior to shipment; (c) require "Cash in Advance" terms; or (d) delay or cancel any shipment of the Products/Services.

5. Payment Terms. Payment of the full purchase price is due pursuant to the payment terms set forth on the Order or invoice. In addition to the purchase price of the Products/Services, Buyer shall pay any and all shipping, transportation and/or freight costs, as well as any and all other costs associated with the shipping and/or delivery of the Products/Services. If Buyer fails to make payments in accordance with XACT's terms, XACT, in addition to any other remedies available to it, may at its option (a) defer further shipment until such payments are made and satisfactory credit arrangements are reestablished; or (b) cancel the unshipped balance of any Order. Any amounts which are not paid when due shall bear interest from the date payment was due until the date payment is received by XACT, at a rate of interest equal to 1.5% per month. Buyer will be responsible for all costs of collection of unpaid invoices, including reasonable attorney's fees.

6. Express Limited Warranty. XACT warrants only to Buyer that upon delivery to Buyer the Products/Services shall conform to the specifications for such Products/Services as provided to XACT by Buyer and detailed in the Order. The aforementioned express limited warranty shall not apply to any Products/Services that are damaged, tampered with, improperly stored, or otherwise altered subsequent to delivery. THIS EXPRESS LIMITED WARRANTY IS IN LIEU OF ANY OTHER WARRANTY, EXPRESS, IMPLIED OR STATUTORY RESPECTING THE PRODUCTS/SERVICES, INCLUDING, BUT NOT LIMITED TO, ANY IMPLIED WARRANTY OF MERCHANTABILITY, QUALITY OR FITNESS FOR A PARTICULAR PURPOSE. BUYER'S SOLE AND EXCLUSIVE REMEDY IN CONTRACT, TORT OR UNDER ANY OTHER THEORY AGAINST XACT WITH RESPECT TO THE PRODUCTS/SERVICES OR ACTIONS ARISING OUT OF AN ORDER OR THESE SALES TERMS ARE AS DESCRIBED HEREIN AND NO OTHER REMEDY (INCLUDING, WITHOUT LIMITATION, CONSEQUENTIAL DAMAGES) SHALL BE AVAILABLE TO BUYER. XACT SHALL HAVE NO FURTHER OBLIGATION OR LIABILITY WITH RESPECT TO THE PRODUCTS/SERVICES OR THEIR SALE AND USE, AND XACT NEITHER ASSUMES NOR AUTHORIZES THE ASSUMPTION OF ANY OBLIGATION OR LIABILITY IN CONNECTION WITH THE PRODUCTS/SERVICES. Prior to using or permitting use of the Products/Services, Buyer shall determine the suitability of the Products/Services for Buyer's intended use and Buyer shall assume all risk and liability whatsoever in connection therewith.

7. Quality Assurance; Assistance. XACT shall have no obligation to ensure that any Products/Services purchased from XACT meet any special quality assurance specifications, are properly designed for their intended purpose, and/or other requirements unless such specifications and/or other requirements are set forth in the Order and expressly accepted by XACT.

8. Indemnity. To the maximum extent allowed by law, Buyer shall defend and indemnify and hold harmless XACT and its employees and agents against all sums, costs, liabilities, losses, obligations, suits, actions, damages, penalties, fines, interest and other expenses (including investigation expenses and attorneys' fees) that XACT may incur or be obligated to pay as a result of Buyer's: (a) negligence, use, ownership, alteration, modification, transfer, transportation or disposal of the Products/Services; (b) violation or alleged violation of any Federal, state, county or local laws or regulation; or (c) breach of an Order or these Sales Terms. This provision shall survive any termination of these Sales Terms.

9. Responsibility for Damaged Products/Services; Return of the Products/Services. In the event any Product received by Buyer is allegedly damaged or defective in any way, Buyer shall give written notice to XACT of such alleged defect or damage within 30 days of the date of delivery of such Product. In the event such notice is not given, Buyer hereby assumes full responsibility for any alleged defects or damage relative to such Product, and further acknowledges that the Products/Services received were delivered by XACT in good and acceptable condition. In the event Buyer discovers any Product/Service which is allegedly defective or damaged, and Buyer gives XACT written notice within the specified time as set forth above, XACT shall, at XACT'S sole option and as Buyer's exclusive remedy, either repair or replace the Product. Unless XACT shall have authorized or permitted, in writing, the return of any Products/Services, XACT shall not be obligated to accept any returns, exchanges or provide any credits for any Products/Services or part thereof.

10. Force Majeure. XACT shall not be liable for any delay in or impairment of performance resulting in whole or in part from fire, floods or other catastrophes, acts of God, strikes, lockouts or labor disruption, wars, riots or embargo delays, government allocations or priorities, raw material market conditions, shortages of transportation equipment, fuel, labor or materials, inability to procure supplies or raw materials, severe weather conditions, pandemic, or any other circumstance or cause beyond the reasonable control of XACT ("Force Majeure"). In the event of the occurrence of a Force Majeure event, XACT shall have no obligation to purchase supplies of products to enable XACT to complete any Order, and shall have the right, but not the obligation, to allocate product among its customers and potential customers.

11. Cancellation; No Assignment. Orders cannot be canceled or modified by Buyer except with the express written consent of XACT. No part of any Order may be assigned by Buyer without prior written approval of XACT. XACT will be entitled to cancel any Order upon written notice to Buyer in the event Buyer assigns or attempts to assign such Order without XACT' prior written consent.

12. Termination. XACT may terminate any Order or any part thereof as allowed by these terms. Upon such termination, Buyer agrees to waive all claims for damages, and to accept as its sole remedy for termination the reasonable additional costs of obtaining substitute goods of the same quantity and quality, provided such costs do not exceed the Order price. Any claim for adjustment not asserted within 30 days from the date of such termination shall be deemed to have been waived by Buyer.

13. Limitation of XACT' Liability. IN NO EVENT SHALL XACT BE LIABLE FOR ANY PUNITIVE, SPECIAL, INCIDENTAL OR CONSEQUENTIAL DAMAGES OF ANY KIND (INCLUDING, BUT NOT LIMITED TO, LOSS OF PROFITS, BUSINESS REVENUES, BUSINESS INTERRUPTION AND THE LIKE), ARISING FROM OR RELATING TO THE SUPPLY OF THE PRODUCTS/SERVICES, THE CONDUCT OF BUSINESS UNDER OR BREACH OF THESE SALES TERMS, ANY ORDER, XACT'S CANCELLATION OF ANY ORDER OR ORDER(S), AND/OR THE TERMINATION OF BUSINESS RELATIONS WITH BUYER, REGARDLESS OF WHETHER THE CLAIM UNDER WHICH DAMAGES ARE SOUGHT IS BASED ON BREACH OF WARRANTY, BREACH OF CONTRACT, NEGLIGENCE, TORT, STRICT LIABILITY, STATUTE, REGULATION OR ANY OTHER LEGAL THEORY OR LAW, EVEN IF XACT HAS BEEN ADVISED BY BUYER OF THE POSSIBILITY OF SUCH DAMAGES. XACT'S LIABILITY, IF ANY, SHALL BE LIMITED TO THE LESSER OF THE COST OF REPAIR OR REPLACEMENT VALUE; PROVIDED HOWEVER, THAT UNDER NO CIRCUMSTANCES WILL LIABILITY EXCEED THE AMOUNTS PAID BY BUYER TO XACT UNDER ANY ORDER OR THESE SALES TERMS. XACT shall not be liable for any damages or claims caused by or which arise out of or relate to the acts or omissions of a third party or Buyer's design specifications for the Products/Services. Buyer may not institute any action in any form arising out of any Order or these Sales Terms more than 12 months after the cause of action has arisen.

14. Waiver of Default. XACT'S acceptance of partial or delinquent payment, or the failure by XACT to exercise any right or remedy shall not be a waiver of any obligation of Buyer or right of XACT, shall not be a modification of an Order or these Sales Terms or of any of Buyer's obligations under the Order or these Sales Terms, and shall not constitute a waiver of any other similar default that occurs later.

15. Governing Law. The Order and these Sales Terms shall be governed by and interpreted in accordance with the laws of the State of Wisconsin only, without reference to or application of principles concerning conflicts of laws of any jurisdiction. The venue for any lawsuit regarding an Order and these Sales Terms shall be in the state or federal courts located in the County of Waukesha, State of Wisconsin, only.

16. Entire Agreement. The Order and any documents referred in these Sales Terms constitute the entire agreement between the parties. XACT' acceptance of any Order is expressly subject to Buyer's assent to each and all of the terms and conditions set forth in these Sales Terms. Buyer's assent to these terms and conditions shall be conclusively presumed from Buyer's failure to submit written objection thereto, or from Buyer's acceptance of all or any part of the Products/Services ordered. No addition to or modification of these Sales Terms shall be binding upon XACT unless specifically agreed to by XACT in writing. If the Order or other correspondence contains terms or conditions contrary to or in addition to the terms and conditions contained in these Sales Terms, acceptance of any Order by XACT shall not be construed as assent to such contrary or additional terms and conditions, or constitute a waiver by XACT of any of the terms and conditions contained herein. In case of conflict with any other document, these Sales Terms shall control. Any reference to Buyer's purchase order or any other documents by XACT shall not affect or limit the applicability of the terms and conditions contained herein.

Revised: February 6, 2021.