

# TERMS AND CONDITIONS OF SALE

Rev. 2/2026



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Definitions. "Seller" means the PCC business entity. "Buyer" means the business entity that provides Seller with a purchase order or other procurement document.

In consideration of the Products and Services to be provided by Seller and payment to be made by Buyer, Seller and Buyer agree to the following Terms and Conditions ("Agreement").

**1. Parties.** You ("Buyer"), by placing an order, hereby acknowledge and accept the following terms and conditions and acknowledge that these terms and conditions apply to all Services and Processes provided by Seller.

**2. Description of Services.** Seller shall provide chemical processing, surface treatments, testing and/or assembly services for Buyer ("Services").

**3. Quotations.** Seller may provide Buyer with a price quotation ("Quotation"). Quotations may be accepted by Buyer for a period of thirty (30) days from the date of issuance unless otherwise stated. After such period, all quoted prices and terms are subject to change without notice. Any engineering changes or specification changes requested by Buyer will require a new Quotation. **Taxes and duties are additional unless expressly included.**

**4. Acceptance.** Buyer may accept a Quotation by: (a) Executing a separate written agreement with Seller incorporating these Terms and Conditions; (b) Issuing a purchase order for Products and/or Services with quantities and delivery dates acceptable to Seller; (c) Accepting delivery of Products and/or Services; or (d) Paying the price for Products and/or Services as agreed in writing by the parties or as set forth in the Agreement. Seller's acceptance is expressly conditioned on Buyer's assent to these Terms.

## **5. Price Terms.**

**(a) Part Price.** Buyer shall pay the price per part stated in the applicable Quotation ('Part Price'). All applicable minimum lot charges and environmental fees in effect at the time of the Quotation are incorporated into and reflected in the quoted Part Price.

**(b) Revised Part Price.** Except as indicated above, all prices are subject to adjustment by Seller based upon the cost to Seller of raw materials at the time of raw material purchase by Seller. Any price change resulting from a Buyer-directed change shall be agreed upon in writing prior to any change of production equipment and prior to Seller's performance of modified services.

**(c) Part Price for New Orders and Parts.** Any parts—whether new to Seller or previously processed by Seller—that arrive at Seller's facility without a valid current pricing agreement, including parts sent after a prior quotation has expired, must be re-quoted. No prior pricing shall apply to any such Order. In no event shall the part price of a previously quoted part be construed to apply to a distinct or different part for which the parties have not agreed on a price term. A new Part Price must be agreed in writing before processing. If Buyer does not agree to the required pricing or refuses to accept and incorporate Seller's T&Cs into the Order, Seller may return the parts to Buyer at Buyer's expense, and Seller shall have no obligation to store, retain, or process such parts.

**(d) Minimum Lot Charges.** Seller employs minimum charges for all processes. When a part price total falls under the minimum lot charge the minimum lot charge will be the prevailing price.

**(e) Environmental Fee.** Seller charges a fee to assist in offsetting environmental compliance costs. The environmental fee is assessed to all processing charges and is imposed as a percentage of the processing charges. Any modification or waiver of the environmental fee must be approved in writing by a duly authorized Seller representative.

**(f) Test Fees.** Buyer is responsible for all fees associated with required testing, including floating roller peel, Taber abrasion, or any third-party laboratory testing. Test fees may vary based on prevailing vendor rates.

**(g) Rush/Expedite; Ancillary Charges.** Rush, overtime, special handling, stripping, masking, or rework requested by Buyer may incur additional charges to be agreed in writing.

**(h) Termination.** Except as otherwise stated herein, Seller is under no obligation to continue processing at any Part Price, Revised Part Price, or minimum lot charge. Seller may terminate pricing upon ten (10) days' written notice, or immediately for Buyer's failure to pay within terms as detailed below.

**6. Payment Terms.** For Buyers with established credit, terms are net thirty (30) days from the date of invoice. Credit is extended at Seller's discretion and may be revoked at any time. All payments must be in U.S. dollars. Amounts not paid when due may be subject to a late payment charge of the lesser of 1½% per month or the highest interest rate allowed under applicable law. Seller may suspend or withhold performance or delivery and may exercise a possessory lien on Buyer's parts in Seller's possession, until all amounts due are paid.

**7. Modification.** None of the terms and conditions contained in this Agreement may be added to, modified, superseded or otherwise altered except by written agreement of the parties. Terms from Buyer are not accepted and do not constitute part of this Agreement unless expressly agreed to in writing by the Seller and Buyer. Any change in circumstance in materials, application or product will constitute a modification that shall be approved by Buyer and reflected in the final price.

**8. Special Orders.** Special orders or accounts may require Seller to stock ample volumes of product to meet production requirements. Upon termination of a Special-Order contract, or inactivity, Buyer agrees to purchase the product ordered at cost from Seller. Special tools, racks and fixtures required for the performance of the work herein described which have been designed and/or built by Seller shall be and remain Seller property whether the Buyer is charged with time and/or material in connection therewith.

**9. Cancellation/Rescheduling.** In the event of cancellation of any or all the order for products and/or services under this Agreement by Buyer, within thirty (30) days, Buyer shall reimburse Seller for all work completed, work in process and for tooling and engineering expenses incurred in connection with such order, including any lost profit. A Buyer-directed rescheduling delay that exceeds thirty (30) days will be deemed a cancellation.

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**10. Force Majeure.** Seller shall not be liable for any delay in or impairment of performance resulting in whole or in part from catastrophic events, labor disruptions, shortages, inability to procure product, supplies or raw materials, severe weather, acts of war, acts of terrorism, accidents, thefts, fires, acts of God, or any other circumstance or cause beyond the control of Seller. If such occurrences prevent or interfere with Seller's ability to complete the Agreement, Buyer shall accept as full and complete fulfillment of the order such portion of the goods as Seller is able, under the circumstances to procure and deliver in accordance with the same. The provisions stated in this paragraph are for the sole benefit of Seller and Buyer, and confer no rights, benefits or claims upon any person or entity not a party hereto.

**11. Delivery; Shipment Upon Completion of Services.** Delivery will be Ex Works (EXW) or FCA Seller's dock as determined by Seller, per Incoterms 2010. Seller may make partial shipments as processing is completed, and Buyer shall accept and pay for such shipments. Seller shall not be liable for any damages incurred by Buyer as a result of delay in shipment.

Buyer's inbound containers or packaging shall be reused for storage and outbound shipment unless otherwise agreed in writing. Any damage arising from the reuse of Buyer-supplied containers is the sole responsibility of Buyer. If Buyer requires alternative packaging, Seller will supply such packaging upon written request, and Buyer shall be responsible for all associated material, handling, and repackaging charges. If any product is damaged during transit, Buyer shall file claims directly with the carrier, and Seller shall have no liability for damage occurring after tender of the goods to the carrier.

Seller will ship all parts immediately upon completion of the Services in accordance with the purchase order or mutually agreed written specifications. Buyer's requested shipping or delivery dates are non-binding and shall not delay shipment unless expressly accepted in writing by Seller. Seller does not hold completed parts under any circumstances and Seller may invoice upon shipment.

**12. Title; Bailment; Risk of Loss.** Buyer retains all right, title, and interest in the parts furnished to Seller for processing. Seller holds such parts solely as a bailee and shall exercise reasonable care consistent with industry practice. Seller is not an insurer of Buyer's parts and shall not be liable for loss, damage, or deterioration while in Seller's possession except to the extent caused solely by Seller's negligence. Risk of loss in transit passes to Buyer upon tender of the goods to the carrier under EXW/FCA terms. Buyer assumes all risk of loss, damage, or delay to the goods once tendered to the carrier.

**13. Shipping Charges; Shipping Instructions.** Buyer is responsible for all freight, transfer, handling, and delivery costs. Buyer shall provide complete written shipping instructions (carrier, method, and account number) on the Order. If no carrier is designated, or if Buyer's carrier is unavailable, refuses pickup, or fails to collect the parts when ready, Seller may select a commercially reasonable carrier and ship the parts immediately, at the Buyer's expense. Seller shall have no liability for delays or costs arising from inadequate instructions or carrier unavailability. Seller is not responsible for damage arising from inadequate, insufficient, or non-protective packaging supplied or specified by Buyer.

**14. Limited Warranty and Exclusion.** Seller warrants that the product conforms to Buyer's specifications supplied by Buyer, in writing, and that

such processing and finishing shall be free from defects in material or workmanship at the time of delivery. The warranty provisions herein will not apply if the goods are rejected by the use or application of test or inspection procedures or processes not agreed to by Seller. Warranty coverage applies on a case-by-case basis and is subject to the following:

**(a) Inspection and Notice.** Buyer or its consignee shall inspect the goods upon receipt and provide written notice of any alleged nonconformity within five (5) calendar days after delivery. Failure to provide such notice within this period constitutes acceptance of that shipment and a waiver of all warranty claims related to that shipment.

**(b) Exclusive Remedies.** Upon timely notice under Section 14(a), Buyer shall return the goods to Seller within fourteen (14) calendar days for evaluation. Failure to return the goods within this period voids the warranty. Upon timely return, Seller will, at its option: (i) re-perform the Services to remedy the defect, or (ii) refund the purchase price paid for the affected portion of the Services. Seller's total liability shall not exceed two times (2x) the purchase price of the Services for the specific order giving rise to the claim. In no event will Seller be liable for indirect, special, incidental, exemplary or consequential damages of any kind sustained from any cause or arising out of any legal theory. These limitations also apply to any liability that may arise out of third-party claims. If the returned goods are found not defective or outside warranty coverage, Seller's inspection time may be charged to Buyer. The warranty is void if the goods have been structurally, chemically, or otherwise altered, reworked, repaired, or modified by Buyer, its consignee, or any downstream processor after Seller's delivery.

**(c) Process Variables; Materials Provided by Buyer.** Seller is not responsible for failures caused by metal imperfections; variations in grade, alloy composition, or metallurgical properties; fabrication or manufacturing defects; prior coatings, plating, painting, or other finishing performed by third parties; contamination; surface conditions; undisclosed base metal; or uses for which the processing was not reasonably designed. For bulk processing, a two percent (2%) shrinkage or defective quantity allowance applies without charge or liability.

**(d) Disclaimers.** This warranty is in lieu of all other warranties or obligations, express or implied. SELLER EXPRESSLY DISCLAIMS ALL IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE AND SELLER DOES NOT WARRANT THE ADEQUACY OF BUYER'S DESIGN OR SPECIFICATIONS OR THE INSPECTION PROTOCOL. No person is authorized to give any other warranties on Seller's behalf.

**(e) Additional Limitations.** Seller is not responsible for damage or defects arising from abuse, misuse, improper handling, inadequate storage, negligence, accidents, or any condition not caused by Seller. Seller may reject work or assess additional charges where the base metal or part condition is below acceptable standards. Seller does not guarantee compliance with any local, state, or end-use regulatory requirements, and Buyer is solely responsible for determining such applicability and informing Seller in writing prior to order placement. Seller does not warrant or guarantee the performance, durability, or suitability of the goods in Buyer's end-use environment or application unless expressly agreed in writing.

**15. Waiver.** Except as expressly provided in this Agreement or in a writing signed by the parties to this Agreement, the failure or delay of

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either party to this Agreement to insist in any instance on strict performance of any provision of this Agreement shall not be construed as a waiver of that provision or the relinquishment of any rights under that provision in the future, but the provision shall continue and remain in full force and effect.

**16. Set-off; Disclosure of Price/Cost Data.** Neither party will have any rights to set-off hereunder. Unless obligated by law, Seller shall not be obligated to disclose its pricing or cost data or formulae to any person, including Buyer.

**17. Infringement Indemnification.** Buyer and Seller will indemnify, defend, and hold harmless each other against any liability or claim whatsoever for patent, trademark, trade name, copyright, or other intellectual property right infringement or misappropriation arising out of or resulting from each party's respective designs, drawings, specifications, or manufacturing processes or procedures. The foregoing states the entire obligation of Buyer and Seller with respect to infringement of intellectual property rights.

**18. Assignment/Change of Control.** Neither party will assign its rights or obligations hereunder without the prior written consent of the other party, which consent will not unreasonably be withheld. Buyer must notify Seller in writing prior to any transfer of 25% or more of the direct or indirect ownership or control of Buyer. Seller may immediately terminate all outstanding orders with no liability to Seller if 25% or more of the direct or indirect ownership or control of Buyer passes to a person or entity that Seller determines to be a direct or indirect competitor of Seller.

**19. Export Control.** Buyer must mark all export-controlled information with the applicable jurisdiction, e.g., the International Traffic in Arms Regulations ("ITAR") or the Export Administration Regulations ("EAR"), and the applicable classification, e.g., the United States Munitions List ("USML") entry or the Export Control Classification Number ("ECCN"), before providing the information to Seller. Seller may refuse to accept documents or files containing technical information if the document or files are not marked. Buyer shall provide all required export authorizations, licenses, limitations, and provisos, and shall flow down any additional export-control requirements included or referenced in Buyer's purchase order.

**20. Order Flow-Down.** Buyer shall provide all applicable AS9100, NADCAP, customer-specific, and prime-contractor-specific requirements with the Order, including drawings, specifications, quality notes, and any special instructions. Buyer shall ensure such flow-down information is complete, accurate, and provided before work begins. Seller is not responsible for nonconformance, rework, or delays resulting from missing, incomplete, or inaccurate flow-downs and may suspend or reject work until corrected information is received. Buyer shall promptly notify Seller of any revisions or changes to flow-down requirements and shall disclose any hazardous materials, restricted substances, or special handling requirements associated with the parts. Any resulting impacts to cost, schedule, or processing shall be at Buyer's expense.

**21. Right of Access and On-Premises Conduct.** Buyer, its customer, and applicable regulatory authorities may audit Seller's facilities where Buyer's product is processed during normal business hours with at least three (3) business days' prior written notice. All visitors must comply with Seller's Visitor Policy and safety requirements, and access to

proprietary or sensitive areas is restricted. Buyer personnel shall remain under Seller's supervision while onsite, and Seller may limit or revoke access for safety or policy violations.

**22. Confidentiality and Intellectual Property.** Each party retains its own pre-existing intellectual property, with Buyer owning its part designs and technical data and Seller owning all processing-related intellectual property, including, but not limited to, methods, chemistries, parameters, sequencing, tooling or fixture concepts, and know-how developed or identified while performing the Services. All non-public information exchanged between the parties is confidential and shall be used only for performing the Services and not disclosed to third parties. Buyer shall not reverse-engineer, analyze, or attempt to replicate Seller's processes, and no rights to Seller's intellectual property are granted to Buyer.

**23. Severability.** If any provision of this Agreement shall be deemed unenforceable or invalid by operation of law, the remaining parts of this Agreement shall remain in full force and effect.

**24. Governing Law.** This Agreement shall be deemed to be made, construed and governed under the laws of the State of **Arizona**, exclusive of choice of law rules. Both parties expressly agree to waive any and all rights to a trial by jury for any disputes arising out of or related to this Agreement or any resultant order. Nothing in this contract shall be treated as limiting the liability of Seller to the extent such limitation would be unlawful under applicable law.

**25. Uniform Commercial Code.** This Agreement shall govern the relationship between the parties. To the extent this Agreement is inconsistent with the Uniform Commercial Code of the State of Arizona, this Agreement shall prevail. To the extent this Agreement is silent, the Uniform Commercial Code of the State of Arizona shall control.

**26. Integration.** Buyer has thoroughly examined and become familiar with the terms of this Agreement. Buyer's acceptance of this Agreement or Buyer's delivery of any parts to Seller or the acceptance of any finished parts by Buyer shall constitute agreement by Buyer to all of this Agreement's specifications, terms and conditions. Acceptance of the terms contained herein is expressly conditional to the formation of a contract between Seller and Buyer. Any other paperwork on Buyer's own form(s) containing statements, clauses or conditions modifying, adding to, repugnant to, or inconsistent with the terms in this Agreement are not accepted and do not constitute part of the Agreement between the parties unless expressly agreed to in writing by Seller and Buyer. Seller's failure to object to provisions contained in any communication from Buyer shall not be deemed an acceptance of those provisions or as a waiver of the provisions of this Agreement. None of Seller's representatives have authority orally to modify, rescind, or revise any of these terms, and these terms constitute the entire agreement of the parties with respect to the subject matter of this Agreement. Any waiver or revision of the terms of this Agreement to be effective must be in writing and signed by Seller and Buyer.

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