



Casting Solutions Since 1951

## General Terms and Conditions for the Purchase of Products or Services

**NOTICE:** The purchase of any Products or Services by Buyer is expressly limited to and governed by these Terms and Conditions. These Terms and Conditions are incorporated into and made a material part of any purchase order issued by Buyer. Any acceptance of Buyer's offer is expressly limited to acceptance of these Terms and Conditions. Buyer expressly objects to and rejects any additional or different terms or conditions proposed by Seller. No Seller terms or conditions shall become part of the parties' agreement or shall modify these Terms and Conditions, even if signed by a representative of Seller, nor shall any course of performance, course of dealing, or usage of trade operate as a modification or waiver of these Terms and Conditions. By accepting a purchase order from Buyer, issuing an order acknowledgment or confirmation, or commencing to perform under Buyer's purchase order, Seller accepts and assents to these Terms and Conditions. Seller acknowledges that these Terms and Conditions apply to all purchases by Buyer and any of its affiliates.

### 1. Definitions.

"Buyer" means Buck Company, LLC and/or any of its affiliates to which Seller is providing Products or Services under the Contract.

"Contract" means the purchase order issued by Buyer (including any ancillary documents provided by Buyer) and these Terms and Conditions. In the event of any conflict, the Terms and Conditions shall take precedence over other documents included in the Contract.

"ECCN" means the Export Control Classification Number listed in the Commerce Control List (Supplement No. 1 to Part 774 of the Export Administration Regulations).

"Governmental Authority" means any officer or employee from a government, international public organization, or from any department or agency from the aforementioned entities, or a company owned by, totally or partially controlled by a government, including any person acting in official capability on behalf of such entities.

"Products" or "Deliverables" means the equipment, parts, materials, supplies, and other goods Buyer has requested and Seller has agreed to supply to Buyer under the Contract.

"Seller" means the entity providing Products to or performing Services for Buyer under the Contract.

"Services" means the services Buyer has requested and Seller has agreed to perform for Buyer under the Contract.

"Terms and Conditions" means these General Terms and Conditions for the Purchase of Products or Services, together with any modifications or additional provisions specifically stated in Buyer's purchase order or specifically agreed upon by Buyer in writing.

**2. Prices.** All pricing on purchase orders is final. Buyer does not acknowledge any written confirmation with pricing changes until a purchase order revision is completed and provided to Seller. Buyer will not be obligated to pay and will not process payment for any invoice that does not match the price set forth on the corresponding purchase order.



Casting Solutions Since 1951

**3. Purchase Order Changes.** Buyer reserves the right to modify the purchase order with respect to quantities, delivery schedules and/or specifications as desired by Buyer by issuing one or more change orders to Seller. Seller shall not make any changes to purchase orders or affecting the Products or Services without the prior written consent of Buyer, which shall be withheld in its sole discretion.

**4. Payment Terms.** Seller shall invoice Buyer on completed delivery of the Goods or Services. Unless otherwise agreed to in writing, the Buyer's payment terms are thirty (30) days following the date Buyer receives an accurate and complete invoice, payable in the currency as stated on the purchase order.

**5. Shipping Charges; Taxes.** All shipping and handling charges are included in the price. Seller shall pack, mark and ship Products in accordance with sound commercial practices and Seller's specifications in such a manner as to prevent damage during transport and shall be clearly marked as destined for Buyer. Unless otherwise noted on the purchase order, all purchases are for resale and no sales or use tax shall be charged. Seller is responsible for obtaining from Buyer any required certification. Any sales or use tax or any other tax charged by Seller shall be set forth on a separate line item on the invoice.

**6. Delivery; Title; Risk of Loss.** Time is of the essence with respect to delivery of Products or performance of Services. Buyer may terminate any order where delivery or performance is late or incomplete. Title to, and risk of loss, for all Products sold to the Buyer shall pass to the Buyer only after unloading Products at the delivery location selected by Buyer. Unless otherwise noted on the purchase order, Products shall be shipped by Seller per the Incoterms and destination specified on Buyer purchase order, freight prepaid, and Services shall be performed at the Buyer location identified in the applicable purchase order.

**7. Delay/Force Majeure.** Buyer will not be liable or held responsible for any delays or losses related to Buyer's failure to accept Products or Services that arise directly or indirectly from Acts of God, severe weather conditions, labor disputes, governmental actions, war, riots, pandemic, or other circumstances or causes beyond the reasonable control of Buyer. If Seller suffers a delay due to a force majeure event, Buyer may terminate any order where such delay exceeds or is reasonably likely to exceed twenty (20) days.

**8. Returned or Rejected Products.** Buyer shall inspect all Products and Services within a reasonable time after receipt and shall be deemed to accept such Products or Services unless it gives Seller written notice of any defect or non-conformity within a reasonable time after inspection. Failure to give notice of any defect or non-conformity shall not affect any warranty or operate as acceptance of any Product or Service with a latent defect.

### **9. Warranty/Limitation of Liability.**

(a) In addition to all warranties provided under the Uniform Commercial Code and/or other applicable laws, Seller warrants that all Products and Services furnished shall conform to all applicable specifications, be new, of good workmanship and quality, and free of all defects, liens, and encumbrances. Seller also warrants that the Products and Services shall comply with all applicable laws, codes, regulations, and standards, shall not infringe the intellectual property rights of any third party and with respect to Services, will be conducted with due skill and care.



Casting Solutions Since 1951

(b) In addition to all rights and remedies available under the Uniform Commercial Code and/or other applicable laws, if Seller breaches any warranty, Buyer may, at its election and in addition to any rights or remedies it may have: (i) return such items to Seller at Seller's risk and expense; (ii) require Seller, at its expense to promptly replace or correct such items; (iii) pending redelivery, require repayment of any amounts paid for returned items; (iv) effect cover by purchase or manufacture of similar items or repair such items at Seller's expense; and/or (v) accept or retain non-conforming items and equitably reduce their price. Additionally, Seller shall reimburse Buyer for any and all direct and indirect costs, expenses and penalties arising out of or related to Seller's breach. Such remedies are not exclusive, and Buyer hereby reserves all of its rights and remedies under applicable law.

## 10. Inspections.

Notwithstanding payment, passage of title or prior inspection, all Products and Services are subject to final acceptance or rejection by Buyer at the delivery destination. Seller agrees that Buyer and its customers shall have the right to enter Seller's facility at reasonable times to inspect the facility, goods, materials, and any property of Buyer covered by the purchase order. Such inspection, whether during manufacture prior to delivery or within a reasonable time after delivery, shall not constitute acceptance of any work-in-progress or finished Products, whether or not a breach of warranty or other defect had become evident at the time.

**11. Stop Sales, Recalls, and Corrective Actions.** Seller shall immediately notify Buyer, in writing, of any potential or actual stop sale, Product recall, corrective action, Product or quality control action or retrofit, or regulatory action involving a Product sold by Seller to Buyer ("Product Regulatory Action"). If requested by Buyer, Seller shall, at Seller's expense, immediately notify all Buyer customers who, according to Buyer's records, have received Products subject to a Product Regulatory Action. Buyer shall have the right to return to Seller all of Buyer's inventory of Products subject to a Product Regulatory Action. At its election, Buyer may issue a debit memo to or otherwise be reimbursed by Seller for reasonably verified business interruption costs relating to a Product Regulatory Action, including those that resulted in Buyer being unable to sell affected Products in a particular jurisdiction as a result of a Product Regulatory Action. Such reimbursable costs include but are not limited to reasonable costs associated with the identification and notification of customers, and the processing of a Product Regulatory Action (including labor and materials for the repair and replacement of Products, freight and handling charges, customer service, administration, etc.). Such reimbursement excludes lost profits and/or lost business opportunities.

## 12. Indemnification; Insurance.

(a) Seller shall be solely responsible for the design, development, supply, production, and performance of the Products or Deliverables. Seller shall release, defend, indemnify, and hold Buyer, its shareholders, officers, directors, employees, agents and representatives harmless from and against any and all losses, damages, liabilities, claims, demands, causes of action, judgments, costs and expenses (including without limitation, reasonable attorneys' fees and costs and expert witness fees and costs) incurred or expended by Buyer, or any subsequent buyer arising out of, relating to, resulting from, or caused by defects in Products or other Deliverables or any other breach by Seller of any duty under these Terms and Conditions, or any government investigation or proceeding relating to action or failure to act by Seller or any of its affiliates, or any death or injury to person and/or property caused by, arising or resulting from use of any of the Products but only to the extent of Seller's negligence or willful misconduct. Under no circumstance shall Seller have an obligation to indemnify or hold harmless Buyer for Buyer's own negligence or willful misconduct. Buyer shall provide Seller with



Casting Solutions Since 1951

prompt notice upon receipt of a claim, demand, or legal process in any suit or other proceeding that may give rise to an indemnity claim by Buyer under this Agreement.

(b) Buyer shall have no duty to indemnify Seller for any reason not expressly undertaken in these Terms and Conditions, and in no event will Buyer indemnify Seller for Seller's acts, omissions, or negligence.

(c) Seller warrants that all Products shall be delivered free of the rightful claim of any person by way of infringement, or the like; and Seller agrees to defend, indemnify, and save Buyer harmless from any and all liability, loss, damage, and expense arising from any infringement or alleged infringement on any patent, trademark, copyright, trade secret, or other right, by reason of the purchase, lease, use, or resale by Buyer of any or all of the Products.

(d) Seller shall maintain (i) commercial general liability insurance and product liability insurance, which insurance shall afford limits of not less than One Million Dollars (\$1,000,000) for each occurrence, Two Million Dollars (\$2,000,000) Products/Completed Operations Aggregate, and Two Million Dollars (\$2,000,000) per annual aggregate for bodily injury liability, personal injury liability and property damage liability, and (ii) excess liability insurance in an amount of not less than Five Million Dollars (\$5,000,000) per occurrence.

All of the foregoing policies shall be issued by insurance companies having an "A minus" rating or better by A.M. Best Company or an "A" rating or better by Standard & Poor's and shall have worldwide territorial provisions. The policies will provide Worldwide defense, which must be outside, in addition to, the limit of liability, of claims brought against Buyer anywhere in the world. Additionally, the Insurance Carrier must be either an Admitted Company in the U.S. State where the Products are being delivered or have a registered agent in the U.S.

All policies will include waiver of subrogation and additional insured coverage for Buyer with a certificate of insurance issued to Buyer as evidence. The additional insured coverage afforded to Buyer shall be on a primary and non-contributory basis. No policy will include exclusions for design errors and omissions or other similar restricting endorsements. The product liability insurance will include Additional Insured -Vendors endorsement ISO CG 20 15 04 13 or equivalent, naming "*The Dixon Group, Inc. and its subsidiaries*" as Additional Insured.

These insurance requirements do not in any way limit Seller's indemnification obligations.

A Certificate of Insurance evidencing the outlined requirements must be submitted to Buyer by the Seller or its agent before shipment of any Products or Deliverables or at the time this Agreement is executed. The Certificate of Insurance shall be sent to: Attn: Purchasing, 897 Lancaster Pike, Quarryville, PA 17566 or [purchasing@buckcompany.com](mailto:purchasing@buckcompany.com).

The Certificate of Insurance must evidence that coverage is current and in effect, and new certificates shall be submitted each year as policies are renewed. The certificate must evidence policies providing the coverage below and, for each policy, show the name of the issuing company, the policy number, the effective dates, and the limits of liability. The Seller shall provide a minimum of thirty (30) days' written notice to Buyer of a cancellation of, or material change in, the insurance.

**13. Conflict Minerals.** Seller represents, warrants, and covenants that, to Seller's knowledge after reasonable investigation, the goods are, and upon delivery will be free of "conflict minerals" (as such term is defined in the US Securities Exchange Act of 1934, as amended by Section 1502 of the Dodd-Frank Wall Street Reform and Consumer



Casting Solutions Since 1951

Protection Act and the related rules and regulations of the US Securities and Exchange Commission). Seller shall promptly notify Buyer in writing if Seller is or becomes aware of any reason to believe that the goods are not conflict minerals free. To the extent Seller procures gold, tin, tantalum, and/or tungsten from a smelter or refiner for incorporation into the goods, Seller represents, warrants and covenants that such materials shall be procured solely from one or more compliant smelters or refiners.

**14. Forced Labor.** Buyer and its affiliates condemn forced labor globally and support the Uyghur Forced Labor Prevention Act. Seller must be able to verify that goods were not made with forced labor, especially in the Xinjiang Uyghur Autonomous Region of China.

**15. Anti-Bribery.** The Seller is aware that the Foreign Corruption Practice Act ("FCPA"), outside the United States, and the anti-bribery and anti-corruption laws of other jurisdictions (jointly with FCPA, the "Anti-Bribery Laws") prohibit, under threat of severe penalties, the payment, offer, promise of payment or authorization of payment or offer of money or any other value, directly or indirectly, through other parties, to any official (as following defined), political party, political party official or any candidate for any public office, in order to influence them to affect in their official capacity, or inducing them to use their influence to help anyone. The Seller, in the performance of the obligations provided by these Terms & Conditions shall not violate the FCPA or any other Anti-Bribery Laws in force, and/or pay, offer, promise to pay or authorize paying or offering money or any other value, either directly or indirectly: (i) to any governmental authority; and/or (ii) to any political party, political party official or candidate for public office, in order to obtain or retain business or to gain an undue advantage to Seller or Buyer. No part of funds paid by Buyer to the Seller shall be used for any purposes that violate the FCPA, any existing Anti-Bribery Laws or any other laws applicable to the Seller regarding Products purchased by Buyer. None of Seller's owners, officers, directors, managers or employees represent a governmental authority, political party official or candidate for public office. The Seller agrees to written notify Buyer if one or more of its owners, officers, directors, managers or employees becomes a governmental authority, political party official or candidate for public office.

**16. Country of Origin and Trade Agreements.** Seller certifies, represents, and warrants that all country-of-origin labeling, identification, certifications, and Product information is and will be current and accurate. Seller shall mark all Products and/or packaging with correct country-of-origin markings and provide accurate ECCNs and US Census Bureau Schedule B Harmonized Tariff codes in conformity with all applicable trade laws. Seller shall update and notify Buyer on a timely and continuing basis of changes in country of origin, harmonized tariff codes, ECCNs, and Product information. Seller shall cooperate promptly with all information requests and solicitations for Product information required under this paragraph.

**17. Confidentiality and Ownership of Plans and Drawings.** All information, including but not limited to designs, specifications, customer lists, pricing, discounts, rebates, business operations, and other informative materials furnished by Buyer and received, obtained, or utilized by Seller in connection with Buyer purchases is solely for the use of obtaining such purchases and is deemed confidential, and shall not be disclosed or used without Buyer's consent. Title to all tooling, plans, drawings, prints, samples, and all other materials shall remain with Buyer, and if requested, shall be promptly returned to Buyer. Seller shall be liable for loss of or damage to Seller's property. The Seller shall indemnify Buyer for any and all damages (including but not limited to attorney's fees) resulting from a breach of this confidentiality



Casting Solutions Since 1951

clause. No license or copyright privileges are granted to Seller under the Contract and all rights are expressly retained by Buyer. This provision will be in effect during the term of the Contract and will continue for a period of five (5) years after termination. The aforementioned requirements shall not apply to information which (a) is in the public domain, (b) is known to other parties at time of receipt, (c) is rightfully obtained from a third party without breaching the Contract.

**18. Product Information, Data Rights and Seller Marks.** Seller grants to Buyer a non-exclusive, worldwide, royalty-free right to use Product information and data provided by Seller, including but not limited to, manuals, applications, safety information, item description, manufacturer's model number, cross-reference data, UL and CSA information, USMCA data, tariff number preference criteria, regulatory data, shipping data, product dimensions and weight, technical specifications, catalog data and product images in connection with Buyer's business. This right includes, but is not limited to, the right to use, copy, publish, sell, transfer, distribute, and prepare derivative works containing or translations of Product information by any method and in any media. Seller grants to Buyer a non-exclusive, irrevocable, worldwide, royalty-free right to use Seller trademarks, logos, service marks, trade names, copyrighted material, internet key words, and domain names ("Seller Marks") in connection with Buyer's business, including in Buyer catalogs, websites, and other electronic and paper media. This right includes, but is not limited to, the right to use, copy sell, publish, transfer, distribute, and prepare derivative works containing or translations of Seller Marks by any method and in any media; and to use Seller Marks with any promotional, sales or marketing materials, documentation, or information.

**19. Severability.** Any provision contained herein determined to be unenforceable, illegal, or invalid shall be automatically voided and shall not affect the enforceability, legality, or validity of the remaining provisions herein.

**20. Assignment.** Seller shall not assign, delegate, or subcontract its performance under any purchase order of Buyer or these Terms and Conditions without the prior written consent of Buyer, which Buyer may withhold in its sole discretion.

**21. Remedies; Survival.** Buyer may withhold out of amounts otherwise due Seller under the purchase order or any other agreement with Seller such sums sufficient to compensate itself for any amount at any time that may be owed from Seller to Buyer in connection with the purchase order or such other agreement. In addition, Buyer hereby reserves all additional rights and remedies provided by law or equity. Provisions of these Terms and Conditions which by their nature should apply beyond their terms will remain in force after any termination or expiration of these Terms and Conditions including, without limitation, the following provisions: Indemnification; Insurance, Compliance with Law, Warranty/Limitation of Liability, Choice of Law, Remedies; Survival and Notices.

**22. Relationship between the Parties; Notices.** The relationship between Buyer and Seller is solely that of independent contracting parties, and nothing in these Terms and Conditions or any purchase order of Buyer shall be construed to create an employment, joint venture, partnership, or agency relationship between Buyer and Seller. All notices, requests, consents, claims, demands, waivers and other communications hereunder (each, a "Notice") shall be in writing and addressed to the parties at the addresses set forth on the face of the Contract or to such other address that may be designated by the receiving party in writing. All Notices shall be delivered by personal delivery, nationally recognized overnight courier (with all fees pre-paid), facsimile (with confirmation of transmission) or certified or registered mail (in each case, return receipt requested, postage prepaid). Except as otherwise provided in this Contract, a Notice is effective only (a) upon receipt of the receiving party, and (b) if the party giving the Notice has complied with the requirements of this Section.

**23. Cancellation.**



Casting Solutions Since 1951

- (a) Buyer may immediately cancel the purchase order, without liability to Seller, in the event of any of the following or any other similar occurrences: (i) insolvency of the Seller; (ii) filing of a voluntary petition in bankruptcy by Seller; (iii) filing of any involuntary petition in bankruptcy against the Seller; (iv) appointment of a receiver or trustee for Seller; or (v) Seller making an assignment for the benefit of creditors.
- (b) Buyer reserves the right to cancel all or any part of the purchase order, without liability to Seller, if Seller: (i) repudiates or breaches any of the terms of the purchase order or these Terms and Conditions; (ii) fails to perform Services or deliver Products as specified by Buyer; or (iii) fails to make progress so as to endanger timely and proper completion of Services or delivery of Products, and Seller does not correct such failure within three (3) days (or such shorter period of time if commercially reasonable under the circumstances) after receipt of notice from Buyer specifying such failure or breach.
- (c) Buyer may also terminate all or any part of the purchase order for its own convenience, in which case Seller shall be entitled to, but only to, an equitable amount not in excess of its verified direct costs reasonably and necessarily expended or committed to third parties in accordance with lead times for materials and labor as appropriate for corresponding delivery dates prior to the notice of termination (less salvage value and any other amounts recoverable by Seller). The payment required by the foregoing sentence shall constitute Buyer's sole and exclusive liability and obligation with respect to cancellation of any order.

**24. Compliance with Laws.** Seller shall comply, and ensure that its permitted subcontractors comply, with all applicable statutes, regulations, rules, and ordinances governing the manufacture, sale, supply, or transfer of Products and Services, including all import/export laws. Upon request, Seller agrees to provide Buyer with updated safety data sheets as applicable, and furnish all information evidencing compliance with all federal, state, or local laws and regulations pertaining to the environment. If Seller supplies Buyer hazardous materials as defined by state and federal statutes and regulations, including without limitation the California Safe Drinking Water and Toxic Enforcement Act of 1986 (Proposition 65) and those of the Federal Department of Transportation, Seller shall label such materials in accordance with such regulations. Seller agrees to indemnify and hold harmless Buyer for any failure or non-compliance by Seller in connection with this section, including without limitation the payment of any fees, fines, assessments, or penalties.

**25. Choice of Law.** Any dispute between Seller and Buyer shall be governed by and construed with the internal laws of the State of Maryland, United States of America, without regard to its conflicts of law provisions that may cause the law of another jurisdiction to govern. Any lawsuit or other action relating to the Contract or any Products or Services delivered by Seller to Buyer shall be commenced exclusively in the state or federal courts situated in Lancaster County, Pennsylvania, and the parties irrevocably submit to the exclusive jurisdiction of, and consent to venue in, such courts. The Buyer and Seller agree to waive any right to a jury trial of any and all issues raised in litigation. The United Nations Convention on International Sale of Goods shall not apply to the Contract.