



Standard Terms and Conditions of Sale

ALL SALES BY PMX INDUSTRIES (“PMX”) ARE MADE SUBJECT TO THE FOLLOWING TERMS AND CONDITIONS. TERMS ADDITIONAL TO OR DIFFERENT FROM THOSE IN THESE CONDITIONS OF SALE, INCLUDING BUT NOT LIMITED TO TERMS CONTAINED IN CUSTOMER’S PURCHASE ORDER, QUALITY MANUALS, OR REQUIRED IN ORDER TO ACCESS OR PARTICIPATE IN ANY ONLINE CUSTOMER PORTALS, ARE DEEMED MATERIAL AND HEREBY REJECTED UNLESS OTHERWISE ACCEPTED BY PMX IN WRITING. PMX’s acceptance of Customer’s purchase order or commencement of performance shall not constitute acceptance of any of Customer’s terms and conditions. Customer’s assent and acceptance to PMX’s terms and conditions shall be conclusively presumed from Customer’s (1) receipt of PMX’s order acknowledgment without written objection sent to PMX within ten (10) days after receipt of this order acknowledgement or accepted purchase order, (2) instructing PMX to begin work or to ship any of the goods after receipt of PMX’s order acknowledgement or accepted purchase order, or (3) acceptance of all or any part of the goods ordered. PMX may commence performance in reliance upon Customer’s acceptance of these conditions of sale. CUSTOMER AND PMX AGREE THAT THE TERMS AND CONDITIONS PRINTED HEREIN ARE ACCEPTED IN GOOD FAITH BY BOTH PARTIES AS THE CONTROLLING AND FINAL TERMS AND CONDITIONS. CUSTOMER AND PMX FURTHER AGREE THAT THERE SHALL NOT BE A “BATTLE OF FORMS” AS DESCRIBED IN SECTION 2-207 OF THE UNIFORM COMMERCIAL CODE. Stenographical and clerical errors are subject to correction.

1. **PRICES.** The purchase price of the goods shall be as stated on the applicable PMX order acknowledgment or accepted purchase order; provided, however, that if PMX announces a surcharge, such surcharge shall become effective for goods scheduled for shipment beginning on the date set forth in PMX’s announcement of such surcharge or, if there is no such date, immediately upon such announcement. Prices are for one shipment at one time to one destination unless otherwise specified and are subject to revision in accordance with base prices and extras in effect at time of shipment. Orders entered into PMX’s records based on the acceptance of PMX’s terms and conditions cannot be cancelled or changed except upon written consent of PMX and upon terms which will indemnify PMX against all losses arising thereof or cost incurred as a result thereof. In the event that Customer cancels any item ordered for delivery after acceptance of the terms and conditions, said Customer shall be held liable for the purchase price as stated in the PMX order acknowledgment.

2. **PAYMENT.** Standard terms are net cash thirty (30) days unless otherwise specified. All invoices will be dated the day of shipment. On accounts not paid within the specified number of days from shipment, interest will be charged at the rate of 1.5% per month on past due accounts or 18% annually, not to exceed the maximum legal contract rate, plus all fees for collection and legal costs will be added to the principle amount on past due accounts assigned for collection at the sole discretion of PMX. Shipments, deliveries and performance of work shall at all times be subject to the approval of PMX’s Credit Department. PMX may at any time decline to make any shipment or delivery or perform any work except upon receipt of payment or upon terms and conditions or security satisfactory to such Department. If Customer fails to make payment in full or in part or refuses to pay any applicable price increases or surcharges, PMX shall have the right to: (i) immediately suspend performance and cancel the unfinished portion of the order, or (ii) proceed with the order, given an extension of time for performance as is necessitated by the temporary suspension. PMX shall have right to enforce payment of the full purchase price, including any price increase or surcharge, for products already delivered or in process. PMX shall have the right to employ an attorney to collect the due balance and Customer agrees to pay all collection costs incurred by PMX, including PMX’s attorney fees. In the event the Customer becomes insolvent, makes a general assignment for benefit of creditors, has a petition or any proceeding under the bankruptcy laws filed by or against it or under any other law relating to debtor’s relief, or if a receiver is



Standard Terms and Conditions of Sale

appointed to take control of the Customer's business or any part thereof, or if any attachment or execution be levied against the Customer or any of its assets, and is not released or discharged within ten days, PMX at its option, may cancel any Purchase Order.

3. **OFFSETS.** In the event Customer has a credit with PMX, Customer hereby authorizes PMX to immediately apply the credit toward the payment of any monies that may become due PMX resulting from a sale from PMX to the Customer.

4. **ACCORD AND SATISFACTION.** Checks or payments, whether full or partial, received from or for the account of Customer, regardless of writings, legends, or notations upon such checks or payments, and regardless of other writings, statements, or documents, shall be applied by PMX against the amount owed by Customer with full reservation of all PMX's rights and without an accord and satisfaction of Customer's liability.

5. **CREDIT.** Customer represents that Customer is solvent and can and will pay for the products sold to the Customer in accordance with these terms and conditions. Production, shipment, and delivery of goods shall be subject to approval of PMX's credit department. PMX may, at its option, suspend performance or terminate the agreement if, in PMX's opinion, the credit of Customer becomes impaired, until such time as PMX has received full payment, including any general price increases or surcharges, or satisfactory security for deliveries made and is satisfied as to Customer's credit for future deliveries. PMX reserves the right, by written notice, to cancel any order, reevaluate all payment terms, or require full or partial payment or adequate assurance of performance from Customer without liability to PMX in the event of a material adverse change to the Customer's financial condition.

6. **CONFIDENTIALITY.** Any pricing information provided by PMX to Customer is proprietary to PMX and shall be held in confidence by Customer, shall only be used by Customer in connection with this sale, and shall not be used for any other purposes or disclosed to third parties without PMX's prior written consent. Customer shall be liable for any loss to PMX or commercial gain by others from unauthorized use of confidential information occasioned by Customer's failure to comply with this provision.

7. **TAXES.** Prices quoted do not include any taxes or other assessments. All taxes of any kind levied by any federal, state, municipal, foreign, or other governmental authority which PMX is required to collect or pay with respect to the production, sale, purchase, delivery, storage, processing, use, consumption, or shipment of goods sold hereunder shall be the responsibility of Customer. This also includes, in the case of export orders, responsibilities for any tariffs, duties or the management of any special import restrictions or other customs formalities associated with the importation of the goods by the Customer. Customer agrees to pay all such taxes and further agrees to reimburse PMX for any such payments made by PMX. Customer hereby affirms that it is purchasing PMX's goods referenced herein for resale, and/or that Customer is not the end user of the goods, so as to be exempt from any otherwise applicable sales tax.

8. **PACKAGING.** All materials will be packed with care and delivered in good order for shipment. Special packaging requirements shall be provided at the Customer's expense. The weight and quantity fixed by PMX's invoice shall govern unless proven incorrect.

9. **FORCE MAJEURE.** In the event that PMX fails to make any one or more deliveries hereunder when due, for any reason beyond the control of PMX or its sub-suppliers, such as, but not limited to, acts of God, storms, fires, or floods; strikes or lockouts; malicious computer based equipment interruptions, wars or civil



Standard Terms and Conditions of Sale

disturbances; transportation delays; allocation or shortages of containers, raw material or manufactured product; acts of any governmental authority, voluntary or involuntary compliance with any law, order, direction, regulation or request thereof; or inability to obtain a United States Government export license, or any other license or licenses which may be required; then such failure shall not constitute a breach of contract nor a default hereunder and PMX shall not be subject to any liability to the Customer. In the event of any such delay, PMX's performance time shall be extended by the time reasonably sufficient to make up for such delay. PMX shall not be obligated to deliver the material to be supplied hereunder from other than its own production. PMX shall not be obligated to rebuild or repair any damage or destruction to its facilities in order to fulfill any contract arising herefrom. In the event that any of the foregoing contingencies occur, PMX may distribute its available supply among its customers on such basis as PMX deems fair and reasonable. In such event, PMX shall not be liable to the Customer for failure to deliver all or any part of the quantities sold hereunder.

10. **FREIGHT.** Freight will be negotiated with each Customer and is included in PMX's terms and conditions of sale. Unless specified in PMX's order acknowledgement, price quotations include shipment costs.

11. **TITLE.** Unless expressly specified in PMX's order acknowledgement, all deliveries are F.O.B. point of shipment (Uniform Commercial Code definition), whether freight prepaid by Customer or freight collect to destination, and risk of loss to the products shall pass to the Customer at the point of shipment from PMX's facility, whether freight prepaid or freight collect to destination, regardless of which party arranges the freight charges or particulars of shipment.

12. **WAIVER.** PMX's or the Customer's waiver of any breach or failure to enforce any of these terms or conditions shall not in any way affect, limit or waive such parties future right at any time to enforce strict compliance with every term and condition hereof.

13. **TESTS.** Any test performed on or with respect to the Product supplied hereunder shall, unless otherwise specifically agreed to in writing, be performed by PMX personnel employing PMX's standard testing practices and procedures for like product in effect at the time. PMX makes no warranty with respect to data referring to mechanical properties or chemical analyses of tests performed on specimens of products. Any data referring to mechanical properties or chemical analyses are the result of tests performed on specimens obtained from specific locations on the products in accordance with prescribed sampling procedures.

14. **STANDARDS AND TOLERANCES.** Unless specifically agreed to in writing by PMX, all goods sold hereunder shall conform to industry standard variations and tolerances such as those described by ASTM International ("ASTM") and the Society of Automotive Engineers ("SAE"). PMX shall, however, not be responsible for any changes in the finish characteristics of the Product which may occur following shipment as a result of environmental conditions. PMX's obligations hereunder are conditional upon the product having been properly stored, not having been subject to accident, misuse or abuse and further upon the Customer giving PMX full access to its facilities and records to investigate the cause of the alleged defect.

15. **LIMITED WARRANTY.** EXCEPT AS EXPRESSLY SET FORTH IN PMX'S ORDER ACKNOWLEDGEMENT, PMX MAKES NO WARRANTIES, EXPRESS OR IMPLIED, BY STATUTE OR OTHERWISE, INCLUDING, BUT NOT LIMITED TO, ANY IMPLIED WARRANTIES OR CONDITIONS OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, WHICH ARE EXPRESSLY DISCLAIMED. PMX ACCEPTS NO RESPONSIBILITY, RISK OR LIABILITY TO CUSTOMER OR OTHERS CONCERNING, RELATING TO OR ARISING OUT OF THE PERFORMANCE, NONPERFORMANCE, FAILURE, EFFICACY, LENGTH OF LIFE OF OR ANY DEFECT IN THE WHOLE



Standard Terms and Conditions of Sale

OR ANY PART OR PARTS OF ANY PRODUCT OR PRODUCTS MANUFACTURED OR FABRICATED FROM OR INCORPORATING OR OTHERWISE USING THE PRODUCTS SOLD HEREUNDER.

16. **INTELLECTUAL PROPERTY WARRANTY.** PMX has no knowledge as to trademark or patent rights that third parties may claim in the goods. Thus, PMX makes no warranty whatsoever with respect to the freedom of the goods from claims of infringement by third parties arising from trademark, patent or other property rights in the goods covered

17. **LIMITATIONS OF LIABILITY.** PMX'S LIABILITY SHALL NOT EXCEED THE PURCHASE PRICE OF THE GOODS AGAINST WHICH CLAIM IS MADE, AND UNDER NO CIRCUMSTANCES SHALL PMX BE LIABLE FOR ANY SPECIAL, INDIRECT, INCIDENTAL OR CONSEQUENTIAL DAMAGES INCLUDING, BUT NOT LIMITED TO, DEMURRAGE CHARGES, COSTS OF SHIPMENT, DOWNTIME, LOST PROFITS, OR LOST SALES. PMX ASSUMES NO OBLIGATION OR LIABILITY FOR ANY TECHNICAL ADVICE FURNISHED TO CUSTOMER, INCLUDING WITHOUT LIMITATION TECHNICAL ADVICE WITH RESPECT TO THE USE OF PMX'S GOODS AND SERVICES, ALL SUCH TECHNICAL ADVICE BEING GIVEN AND ACCEPTED AT CUSTOMER'S RISK. PMX WILL NOT BE LIABLE FOR ANY DAMAGES OF ANY KIND ARISING OUT OF OR RELATING TO THE USE OF OR THE INABILITY TO USE THE INFORMATION PROVIDED, INCLUDING BUT NOT LIMITED TO ANY SPECIAL, INDIRECT, INCIDENTAL OR CONSEQUENTIAL DAMAGES INCLUDING, BUT NOT LIMITED TO, DEMURRAGE CHARGES, COST OF SHIPMENT, DOWNTIME, LOST PROFITS OR LOST SALES, WHETHER FORESEEABLE OR NOT, AND EVEN IF PMX HAS BEEN ADVISED OF THE POSSIBILITY OF DAMAGES. AT PMX'S DISCRETION, CUSTOMER'S SOLE AND EXCLUSIVE REMEDY WITH RESPECT TO THE PORTION OF ANY GOODS PROVEN TO HAVE FAILED TO MEET IN MATERIAL RESPECT THE SPECIFICATIONS ON PMX'S ORDER ACKNOWLEDGEMENT AT THE TIME OF SHIPMENT FROM PMX'S FACILITY SHALL BE LIMITED TO: (1) REPLACEMENT OF GOODS AT THE POINT OF SHIPMENT FROM PMX'S FACILITY, (2) REPAIR OF THE GOODS AT A LOCATION TO BE DETERMINED BY PMX, OR (3) REPAYMENT OF OR CREDIT AGAINST THE PURCHASE PRICE OF SUCH GOODS UPON AUTHORIZED RETURN THEREOF. PMX AND CUSTOMER EXPRESSLY AGREE TO THIS ALLOCATION OF RISK AND THE PRICE STATED FOR THE GOODS IS CONSIDERATION IN LIMITING PMX'S LIABILITY. IN THE EVENT PMX HAS AUTHORIZED CUSTOMER TO SCRAP ALL OR ANY PORTION OF THE GOODS, THE SCRAP ALLOWANCE IS TO BE CREDITED TO PMX.

18. **LIMITATION OF LIABILITY FOR DELIVERY.** Delivery dates are approximate. PMX will use commercially reasonable efforts to deliver according to any mutually agreed upon delivery dates. If there is commercially significant delay, in no event shall PMX be liable for any claims for beyond those described in section 17. ACCEPTANCE OF GOODS BY CUSTOMER SHALL CONSTITUTE A WAIVER BY CUSTOMER OF ANY CLAIM FOR DAMAGES ON ACCOUNT OF DELIVERY DELAY.

19. **CLAIMS BY CUSTOMER.** Any claims relating to quantities, condition, loss, or damage during transit shall be deemed waived by the Customer unless made in writing within twenty four (24) hours after receipt of material. Claims by Customer with respect to damaged goods uncovered after delivery must be made in writing no later than thirty (30) days following receipt of goods for visual damage to unwrapped goods or shortage of goods, and no later than sixty (60) days of receipt of goods for all other circumstances including damage to wrapped goods, non-visual defects, and all nonconformance to ordered specifications. All claims must be made only for substantial cause, must be in writing, and must specify the reason(s) for the claim. THE FAILURE TO NOTIFY PMX OF ANY CLAIM WITHIN THE TIME PERIOD SPECIFIED BY THIS SECTION SHALL



Standard Terms and Conditions of Sale

CONSTITUTE A WAIVER OF AND BAR SUCH CLAIM. PMX SHALL INCUR NO LIABILITY FOR SHORTAGE OR DAMAGE ALLEGED TO HAVE OCCURRED OR EXISTED AT OR PRIOR TO DELIVERY TO THE CUSTOMER UNLESS CUSTOMER SHALL HAVE ENTERED FULL DETAILS THEREOF ON CARRIER'S DELIVERY RECEIPT WHICH MUST BE SIGNED BY THE CARRIER'S AGENT. PMX MUST BE GIVEN AN OPPORTUNITY TO INVESTIGATE THE CLAIM BEFORE CUSTOMER DISPOSES OF THE GOODS. ANY DAMAGED GOODS SHALL NOT BE RETURNED, REPAIRED OR DISCARDED WITHOUT PMX'S WRITTEN PERMISSION. Customer agrees that the provisions of PMX's claims management policy shall govern all claims submitted to PMX by the Customer for goods sold hereunder, unless provided otherwise in PMX's order acknowledgement. No allowance will be made to Customer for storage, materials or labor involved in the movement of rejected goods from the plant of Customer or Customer's processor or Customer's storage facility. A variation between PMX and Customer's scale weight of up to one percent (1%) shall be permissible.

20. **ASSIGNMENT.** Neither any contract arising herefrom nor any right to obligation hereunder is assignable or transferable by the Customer in whole or in part without the prior written consent of PMX. Any purported assignment in violation of this provision shall be void.

21. **INTEGRATION.** The terms and conditions set forth herein constitute the entire contract between PMX and the Customer and these Terms & Conditions supersede all previous Terms & Conditions. No other statements or agreements, oral or written, made prior to or at the signing hereof, shall vary or modify the written terms hereof. Acceptance by PMX of the Customer's Purchase Order, or other forms submitted by the Customer containing other or different terms or conditions shall not be binding on PMX and shall not modify the obligation of the parties with respect to the order accepted hereby. Electronic communication through email, fax, text or other means and receipt of and opening of said electronic documents does not constitute acceptance of any portion nor all of the pricing, terms and conditions stated therein and are subject to acknowledgment which supersedes electronic document specifications, pricing, terms and conditions whether transmitted in writing, electronically or referenced via internet/website. Failure of the Customer to receive, read, or accept PMX's acknowledgment does not relieve the Customer of the terms and conditions set herein. Terms or conditions contained in any document issued by Customer which in any manner purport to alter, modify, change, suspend, or add to any term or condition contained herein shall be deemed excluded from such Customer document and waived by Customer unless signed and acknowledged as an amendment to the agreement by PMX. PMX and Customer expressly agree that PMX may modify these terms and conditions from time to time, and such modifications shall be binding upon Customer.

22. **DISPUTES AND ARBITRATION.** Both parties agree that any disputes or questions arising hereunder including the construction or application of this contract shall be settled by binding arbitration in accordance with the rules of the American Arbitration Association then in force. Unless otherwise agreed, arbitration proceedings will be held in a venue of PMX's choosing and sole discretion. The award rendered by the arbitrator(s) shall be final and judgment may be entered upon it in accordance with the applicable law in any court having jurisdiction thereof.

23. **SEVERABILITY.** If any provision or part of a provision of this standard Terms and Conditions of Sales is declared invalid, illegal, or unenforceable under applicable law, the affected provision or parts of a provision will be considered omitted or modified to conform to applicable law. The validity, legality, and enforceability of all other remaining provisions or parts of provisions will remain in full force and effect.



Standard Terms and Conditions of Sale

24. **AUDIT.** Unless otherwise agreed to in writing by PMX, Customer shall have no right to audit any books or records of PMX, including but not limited to, applicable purchase orders and order acknowledgements.
25. **INDEMNIFICATION.** Customer shall indemnify PMX against any loss, damage, suit, liability, or claim (including reasonable attorney fees and costs) caused by acts of Customer not authorized by this agreement or by any willful or negligent act of the Customer.
26. **ANTI-CORRUPTION LAWS.** Customer agrees that in connection with their purchase hereunder, they shall comply with all applicable anti-corruption laws, including but not limited to the Foreign Corrupt Practices Act of 1977 (15 U.S.C. Sections 78dd-1, et seq.) and the UK Bribery Act 2010. PMX may terminate this agreement if it has a good faith belief that Customer has violated, intends to violate, or has caused a violation of any applicable anti-corruption laws.
27. **U.S. GOVERNMENT TRADE SANCTIONS.** CUSTOMER AND PMX ACKNOWLEDGE THAT NO DIRECT OR INDIRECT (THROUGH A THIRD COUNTRY) TRANSACTIONS, INCLUDING THE EXPORTATION OR IMPORTATION OF PRODUCTS, TECHNOLOGIES, OR SERVICES, OR FINANCIAL TRANSFERS WILL TAKE PLACE BETWEEN U.S. PERSONS AND ANY COUNTRY OR NATIONALS, WHEREVER THEY MAY BE, OR NATIONAL, ENTITY, OR INDIVIDUAL SANCTIONED BY THE U.S. GOVERNMENT WITHOUT THE APPROPRIATE U.S. GOVERNMENT LICENSE, SUCH AS, BUT NOT LIMITED TO, A SPECIFIC LICENSE FROM THE OFFICE OF FOREIGN ASSETS CONTROL (OFAC), AND WRITTEN PERMISSION FROM BOTH CUSTOMER AND PMX. CUSTOMER AND PMX ALSO AGREE THAT IN ADDITION TO COMPLYING WITH OTHER APPLICABLE IMPORT AND EXPORT STATUTES AND REGULATIONS, THEY WILL COMPLY WITH THE U.S. EXPORT ADMINISTRATION REGULATION ANTIBOYCOTT PROVISIONS (15 C.F.R. PART 760), AND THE INTERNAL REVENUE CODE PROVISION (26 U.S.C.999) PROHIBITING SUPPORT FOR CERTAIN TRADE BOYCOTTS THAT ARE NOT ENDORSED BY THE U.S. GOVERNMENT. FURTHER, CUSTOMER AND PMX AGREE THAT THEY WILL COMPLY WITH MANDATORY REPORTING REQUIREMENTS PROVIDED IN THAT STATUTE AND IN THOSE REGULATIONS. PMX MAY TERMINATE THIS CONTRACT WITHOUT NOTICE AND WITHOUT ANY LIABILITY TO THE CUSTOMER IF THE CUSTOMER BREACHES THE ABOVE PROVISIONS. THE CUSTOMER SHALL HOLD PMX HARMLESS FROM ANY CLAIMS SUFFERED BY CUSTOMER OR PMX AS A RESULT ON ANY VIOLATION OF THE ABOVE PROVISIONS BY THE CUSTOMER. THE CUSTOMER WARRANTS THAT IT WILL NOT DIVERT THE GOODS TO DESTINATIONS OTHER THAN THE DESTINATION INDICATED IN THE PURCHASE ORDER AND SHALL INCLUDE THESE TRADE SANCTION PROVISIONS IN ANY SUBSEQUENT CONTRACTS UNDER WHICH THE GOODS ARE RESOLD.
28. **PRIVACY.** Any personal data collected or used by PMX pursuant to this agreement will be used in accordance with PMX's privacy policy which may be updated by PMX from time to time.
29. **MISCELLANEOUS.** PMX and Customer are independent parties and nothing in the terms and conditions herein, accepted purchase order or order acknowledgment shall make either party agent, partner, joint venture participant, or legal representative of the other.
30. **GOVERNING LAW.** The contract shall be construed according to the laws of the State of Iowa, United States of America. Jurisdiction for enforcement of the arbitration shall be in the State of Iowa and the venue shall be in Cedar Rapids, Iowa USA.