

Terms & Conditions – 12/12/25

1. QUOTATION – This quotation is not a firm agreement. All quotations are offered for prompt acceptance. Any quotation may be modified or revoked by Seller at any time prior to the Seller's acceptance of the Buyer's purchase order. Quotations not accepted within 30 days may become void, at the option of the Seller. Any quotation Seller may have made and any order the Buyer may place in response to such quotation or otherwise, shall be governed exclusively by the Seller's terms and conditions unless the Seller has, in written form, expressly assented to other terms and conditions.

2. PRICES – Pricing herein is based on design and material specifications furnished by the Buyer, and raw material and outside services prices in effect at the time of quotation. Prices are subject to change based on receipt of Buyer's final approved prints and raw material and outside services prices in effect at the time of Seller's acceptance of Buyer's order. Lot pricing levels are determined according to economic production quantities. Order quantities that do not agree with quoted lot sizes will be priced at the price for the next-lower lot size.

3. WARRANTY AND EXCLUSION OF OTHER WARRANTIES – Subject to the paragraph "LIMITATION OF LIABILITY" appearing hereafter, Seller expressly warrants that the workmanship of the material covered by this sale will conform to the drawings and specifications furnished by the Buyer. THIS WARRANTY IS IN LIEU OF ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR ANY PARTICULAR PURPOSE, WHETHER ARISING BY LAW, CUSTOM OR CONDUCT, AND NO WARRANTY IS MADE WHICH EXTENDS BEYOND THE FACE HEREOF. Materials as specified by Buyer and covered under this sale may be warranted by respective material suppliers. Seller passes on to the Buyer any such warranty (without recourse to Seller) to the extent such warranty of the material supplier may be assignable.

4. DELIVERY – Delivery dates will be determined based on the receipt of Buyer's written purchase order, and are estimates, not guarantees. Unless otherwise stated, prices quoted are F.O.B. seller's dock. Title for products and all risk of loss or damage shall pass to Buyer upon delivery to carrier at shipping point, or upon mailing of invoices for finished product, whichever occurs first. Seller reserves the right to make delivery in installments, unless otherwise agreed in writing; all such installments when separately invoiced shall be paid for when due per invoice, without regard to subsequent deliveries. Delay in delivery of any installment due to factors beyond Seller's

control shall not relieve purchaser of its obligations to accept remaining deliveries.

5. FORCE MAJEURE – Seller will not be liable for any delay or failure in (a) the performance of orders or contracts, (b) the delivery of shipment of goods, or (c) for any damages suffered by the Buyer directly or indirectly, caused by, or in any manner arising from fires, floods, accidents, riots, Acts of God, war, governmental interference or embargoes, strikes, labor difficulties, shortage of labor, fuel, power, materials, or supplies, transportation delays, or any other cause or causes (whether or not similar in nature to any of these hereinbefore specified) beyond Seller's control.

6. CHANGES AND CANCELLATIONS – Orders are not subject to change, cancellation, or deferrals of shipment without the agreement of the Seller. Buyer agrees to reimburse Seller for additional costs incurred as a result of any changes, cancellations or deferrals of shipment, at the discretion of the Seller.

7. TOOLING AND EQUIPMENT – All tooling and equipment will be the property of the Buyer, and will remain in the Seller's possession for exclusive use on Buyer's orders. Buyer agrees Seller may dispose of such tooling or equipment, without further notice to Buyer and without accounting to Buyer for disposal or resultant proceeds, after a five (5) year period in which no orders have been received requiring use of such tooling or equipment. Seller will use the utmost care in storing and maintaining Customer owned tooling (the "Tooling") that is left in WAF's possession and stored on WAF's premises. However, unless specified in a separate written agreement, Customer assumes the risk of loss, damage, theft or destruction of its customer owned tooling.

8. PATENTS – The Buyer warrants that products made to specification or design furnished by Buyer do not infringe on patents or other proprietary rights. The Buyer shall defend, indemnify and hold harmless the Seller from any and all claims, suits, demands, loss, cost, expenses (including attorney fees and defense costs), liability, and damages resulting from any and all manner of claims alleging that Buyer's products infringe on patents or other proprietary rights. Upon notification of any such claim, the party against whom such claim is made shall promptly notify the other in writing and the Buyer shall promptly assume and diligently conduct the entire defense, at its own cost and expense.

9. INSPECTION – The Buyer will promptly inspect, at the Buyer's expense, all products upon receipt of shipment. All claims for defects or shortages shall be made in writing with specificity within 30 days after shipment. The Buyer's remedy with respect to any claim found to be defective shall be limited to repair or replacement as provided in Section 12 hereof. The Buyer's remedy

for shortage shall be limited to making up the shortage. Failure to make any claim within 30 days shall constitute irrevocable acceptance of the product and admission that the product fully complies with all terms, conditions and specifications. All claims for freight damage shall be made directly to the freight carrier. No product is to be returned without prior written or verbal authorization of Seller. Buyer shall have no right of setoff.

10. TERMS – All orders are subject to credit approval at the time of receipt. Payment shall be net cash 30 days from the date of invoice, unless otherwise stated. Under no circumstance will the Buyer have any right of offset for deduction against the Seller.

11. TAXES – Any tax or other governmental charge imposed by present or future law shall be paid by Buyer.

12. LIMITATION OF LIABILITY OF SELLER; BUYER'S REMEDY – Seller's liability and Buyer's remedy with respect to any claim arising out of any order or Seller's performance in connection therewith, including, without limitation, any claim arising out of any delay in the manufacture, shipment or delivery of any material furnished or to be furnished by Seller, or any defect or alleged defect in any material furnished by Seller, shall be limited exclusively to the right of repair or replacement by Seller of such material. In no event shall Seller be liable for any loss or consequential or incidental damages (including, without limitation, any loss of production or anticipated profits) or liability incurred by Buyer with respect to any material furnished or agreed to be furnished or agreed to be furnished by Seller arising directly or indirectly from the purchase, resale or use of the product. In no event will Buyer have any right of setoff.

13. REMEDIES EXCLUSIVE – The remedies of the Buyer and Seller provided in this document are the exclusive and sole remedies of the parties.

14. TERMS AND CONDITIONS; NO MODIFICATIONS – These terms and conditions constitute the entire agreement between the Seller and the Buyer, and shall supersede any provisions, terms and conditions contained in any confirmation order or other writing Buyer may issue. Any attempt by Buyer to alter, add to or omit any terms specified herein shall constitute a rejection and a counter offer. Seller hereby objects to any term contained in any document of Buyer if the term is different from or in addition to the terms herein. In any event, no change to or modification of Seller's terms and conditions shall be binding upon the Seller unless signed by an authorized representative of the Seller. If Buyer's purchase order or other correspondence contains terms or conditions contrary to or in addition to the Seller's terms and conditions, acceptance of any order by Seller shall not be construed as assent to such contrary or additional terms and conditions, or constitute a waiver by Seller of any the Seller's terms and conditions. Any reference to Buyer's purchase

order noted on Seller's acknowledgement shall not affect or limit the applicability of the Seller's terms and conditions.

15. APPLICABLE LAW – These terms and conditions shall be subject to and governed by the laws of the State of Wisconsin.

16. TERMS AND SEVERABILITY – If any part of these terms and conditions is found to be invalid or unenforceable by a court of competent jurisdiction, such finding shall not affect the remaining provisions hereof which shall remain in full force and effect.