

THIS SALE IS SUBJECT TO THE FOLLOWING TERMS AND CONDITIONS AS WELL AS THOSE APPEARING ON THE REVERSE SIDE HEREOF

1. AGREEMENT OF SALE; ACCEPTANCE: This quotation or acknowledgment (“Agreement”) constitutes an offer by Washington Mills and its affiliated companies (“Company”). Acceptance is expressly limited to these Terms and Conditions. Any additional or different terms proposed by Customer are rejected unless expressly agreed to in writing by both parties; however, such terms shall not be deemed rejected solely due to immaterial differences that do not materially alter the Agreement. Customer’s acceptance may be evidenced by written acknowledgment, issuance of a purchase order, or acceptance of delivery. In the event of a conflict between documents, the following order of precedence shall apply:

- a. A written agreement signed by both parties
- b. These Terms and Conditions
- c. Customer’s purchase order (excluding conflicting terms)

2. ENTIRE AGREEMENT: This Agreement constitutes the entire agreement between the parties and supersedes all prior or contemporaneous agreements or understandings, whether written or oral.

3. PRICES: Prices are as stated in Company’s quotation or acknowledgment and are firm for the period specified therein. Company may adjust pricing upon reasonable prior written notice to reflect material increases in raw materials, energy, transportation, tariffs, or regulatory costs. The parties agree to work in good faith to address such changes.

4. TAXES: Prices do not include applicable taxes. Customer shall be responsible for all sales, use, excise, VAT, or similar taxes, excluding taxes based on Company’s net income.

5. PAYMENT: Payment terms are net thirty (30) days from invoice date unless otherwise agreed. Late payments may accrue interest at 1.0% per month (or the maximum permitted by law). Company may suspend performance upon written notice if Customer is materially past due, provided Company first provides a reasonable opportunity to cure.

6. SHIPMENT; RISK OF LOSS; TITLE: Delivery shall be FOB (Incoterms® 2020) Company’s shipping point unless otherwise agreed. Risk of loss passes to Customer upon delivery to the carrier. Title passes upon delivery unless otherwise required by law.

7. DELIVERIES: Delivery dates are estimates only. Company may make partial shipments. A delay or nonconformity in any installment shall not constitute a breach of the entire Agreement unless it materially impairs the value of the Agreement as a whole.

8. FORCE MAJEURE: Neither party shall be liable for delay or failure to perform due to events beyond its reasonable control, including acts of God, natural disasters, pandemics, labor disputes, supply chain disruptions, transportation interruptions, or governmental actions. The affected party shall provide prompt notice and use commercially reasonable efforts to resume performance. If such event continues for an extended period, the parties shall confer in good faith regarding equitable adjustments or potential termination.

9. WARRANTY: Company warrants that goods manufactured by it will be free from defects in materials and workmanship and conform to Company specifications for a period of one (1) year from shipment. Customer shall inspect goods within a reasonable time after receipt and notify Company in writing of any nonconformity within thirty (30) days of discovery. Customer’s exclusive remedy shall be, at Company’s option, repair, replacement, or refund of the purchase price for nonconforming goods.

THE FOREGOING WARRANTY IS EXCLUSIVE AND IN LIEU OF ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.

10. COMPLIANCE; SAFETY: Each party shall comply with applicable laws and regulations. Customer is responsible for safe handling and use of the goods. Customer shall indemnify Company for claims arising from misuse, modification, or failure to comply with applicable laws or instructions.

11. INTELLECTUAL PROPERTY: Company shall defend Customer against claims that goods, as supplied, infringe U.S. patents, provided Customer promptly notifies Company and cooperates in the defense. Company may procure usage rights, replace or modify the goods, or refund the purchase price. Company shall have no liability for claims arising from Customer specifications or modifications, and Customer shall indemnify Company against such claims.

12. LIMITATION OF LIABILITY: To the fullest extent permitted by law, Company's total liability arising out of or relating to this Agreement shall not exceed the amounts paid by Customer for the goods giving rise to the claim. In no event shall either party be liable for indirect, incidental, consequential, special, or punitive damages, including loss of profits, revenue, or business interruption. This limitation shall not apply to damages arising from a party's gross negligence, willful misconduct, or indemnification obligations.

13. TERMINATION: Either party may terminate this Agreement for material breach upon thirty (30) days' written notice if the breach is not cured within that period. Either party may terminate immediately upon insolvency of the other party. Customer may cancel orders only with Company's written consent, which shall not be unreasonably withheld, and may be subject to reasonable cancellation or restocking charges.

14. ASSIGNMENT: Neither party may assign this Agreement without the prior written consent of the other party, not to be unreasonably withheld, except to an affiliate or in connection with a merger or sale of substantially all assets.

15. GOVERNING LAW; VENUE: This Agreement shall be governed by the laws of the State of New York. The parties consent to jurisdiction in the state or federal courts located in New York.

16. MODIFICATIONS; WAIVER: No modification shall be binding unless in writing and signed by authorized representatives of both parties. Failure to enforce any provision shall not constitute a waiver.

17. CONFIDENTIALITY: Each party shall maintain the confidentiality of non-public information received from the other party and use such information solely for purposes of this Agreement.

18. DATA PRIVACY: Each party shall comply with applicable data protection laws and maintain reasonable safeguards to protect personal and confidential information.

19. EXPORT CONTROL: Each party shall comply with applicable export control and sanctions laws.

20. INSURANCE: Each party shall maintain commercially reasonable insurance appropriate to its obligations under this Agreement.

21. SEVERABILITY: If any provision is held unenforceable, it shall be modified to reflect the parties' intent, and the remaining provisions shall remain in effect.