



VESTED METALS INTERNATIONAL, LLC

TERMS AND CONDITIONS OF SALE

READ THIS DOCUMENT CAREFULLY! IT CONTAINS IMPORTANT INFORMATION ABOUT YOUR RIGHTS AND OBLIGATIONS AS WELL AS LIMITATIONS AND EXCLUSIONS THAT APPLY TO YOU.

The following sets forth the terms and conditions governing the sale of goods and services of Vested Metals International, LLC (“Vested” or the “Seller”). All terms and conditions are subject to change from time to time in the sole discretion of Seller. It is expressly agreed by you (hereinafter referred to as they “Buyer”) that (i) Seller’s acceptance of any purchase orders or similar orders for goods (each a “Buyer’s Order”); and (ii) if any quotation provided by Seller, any Buyer Order issued as a result of such quotation and any sale resulting from such quotation, are expressly conditioned on your agreement to the terms and conditions set forth herein in their entirety and our agreement that such terms and conditions shall constitute the sole terms and conditions governing any Buyer Order, quotation or sales of Seller.

THE TERMS AND CONDITIONS SET FORTH HEREIN SHALL TAKE PRECEDENCE OVER ANY OTHER TERMS AND CONDITIONS AND NO CONTRARY, ADDITIONAL OR DIFFERENT TERMS OR CONDITIONS SHALL BE BINDING ON SELLER UNLESS EXPRESSLY AGREED TO IN WRITING BY AN AUTHORIZED OFFICER OF SELLER. SELLER HEREBY REJECTS ALL ADDITIONAL, CONTRARY OR DIFFERENT TERMS AND CONDITIONS PROPOSED BY BUYER IN ANY BUYER ORDER OR OTHERWISE AND NO SUCH ADDITIONAL, CONTRARY OR DIFFERENT TERMS OR CONDITIONS SHALL BE BINDING ON SELLER.

- 1. Order Acceptance & Cancellation.** The terms and conditions shall apply to any contract for Seller’s materials or services irrespective of whether Seller’s accompanying documentation constitutes an “offer” to Buyer or an “acceptance” of Buyer’s prior offer to Seller. Offers or acceptances by Buyer may be communicated orally, delivered in person, or by telephone, or in writing, delivered by regular mail, hand delivery, overnight courier, and facsimile, or electronic mail. Additional or conflicting terms from those terms and conditions in an offer or acceptance by Buyer are expressly objected to and shall not be deemed accepted by Seller, UNLESS Seller’s acceptance thereof is in writing, and specifically refers to each such additional or conflicting term.



2. General Terms of Sale

1. **Quality and Variation.** Unless specifically agreed upon in writing by the Parties, Seller provides products in accordance with Seller's Quality Management System and certifications and not the customers certifications and/or QMS. Seller reserves the right to deliver commercially reasonable overage or underage of weight, length, size (tolerance) and/or quantity, and any reasonable variation, shall constitute compliance with Buyer's order, and the unit price will continue to apply.
2. **Inspection of Product.** You must examine any and all products when you receive them. If any are damaged or missing, you must notify your primary contact at Vested, within five (5) business days of the delivery. Failure to do so shall constitute a waiver of any and all rights you may have pertaining to the return or replacement of any defective or damaged product.
 1. **Damages.** In the event Buyer wrongfully rejects, revokes or unduly delays acceptance of the goods covered hereby, Seller, at its sole option, shall have the right to recover as damages either (i) the purchase price of the goods, whereupon the goods in such conditions as they may then exist shall become property of Buyer, or (ii) the profit (including reasonable overhead) realizable by Seller upon full performance. In either event, Seller may recover all incidental damages and reasonable costs, including, in the event Seller elects (i) above all reasonable charges for storage, handling and preservation of the goods until the same are claimed by Buyer. Damages contained in this section 2.2.1 are supplemental and are not inclusive of any other remedies or damages available to Seller.
3. **Shipment/Title to Product.** Unless otherwise stated, all goods are delivered F.O.B. point of shipment. In any event, risk of loss shall pass to Buyer upon Seller's delivery to the carrier. Shipping dates are estimated, and Seller is not liable for delays beyond scheduled date. For the avoidance of doubt, Seller does not, and will not, unless otherwise agreed in writing, provide insurance on any shipment originating from Seller. Buyer is solely responsible for obtaining any insurance it may desire. Product damaged during shipping cannot be returned in accordance with 2.4 below.
4. **Claim Process for Defective Goods.** To receive a refund for defective goods a completed Return Material Authorization Form is required along with adequate proof that includes pictures and a detailed written description. The form along with the proof needs to be sent to Vested Metals within 7 days of receiving the material. After investigation of the defective goods, an agreement may be made to return the material to Vested Metals. A credit to the buyer will be made after the defective material arrives at Vested Metal's facility.



- 5. Payment Terms.** Unless otherwise specifically agreed to in writing between the parties, the terms of payment for each order shall be due within thirty (30) days from the date of invoice. All payments must be made in USD. Unless otherwise agreed in writing, all invoices from Seller shall be sent to Buyer via electronic mail to an email designated by Buyer. Emailed invoices are presumed received on the date sent. All emails will be sent from an associated e-mail address from an '@vestedmetals.net associated e-mail address.' This email address should be added to a "safe" list to prevent being filtered into a spam box. Under no circumstances shall Buyer be entitled to reduce the amount of payment to Seller. Any unpaid balance shall carry an interest rate of 2% per month, or the maximum legal rate if less.
- 6. Taxes.** Seller's price quotes do not include any federal, state, or local sales, use, excise, or similar taxes (domestic or foreign) pertaining to the sale, transportation and/or delivery of the products, which may be incurred by the Buyer or Seller as a result of the sale. Any and all taxes applicable to the transaction between the parties shall be borne by Buyer. Any taxes paid by Seller on behalf of Buyer shall be paid to Seller upon request.
1. Exemption. In the event Buyer is an exempt organization, Buyer shall provide the Seller with an acceptable tax exemption certificate within a commercially reasonable time period after initiating an order.

7. DISCLAIMERS & LIMITATIONS

1. **NO WARRANTY. SELLER MAKES NO WARRANTY WHATSOEVER WITH RESPECT TO THE GOODS (OR SERVICES) PROVIDED HEREUNDER, INCLUDING BUT NOT LIMITED (I) ANY WARRANTY OF MERCHANTABILITY; OR (II) WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE; OR (III) WARRANTY OF TITLE; OR (IV) WARRANTY AGAINST INFRINGEMENT OF INTELLECTUAL PROPERTY RIGHTS OF ANY THIRD PARTY; WHETHER EXPRESS OR IMPLIED BY LAW, COURSE OF DEALING, COURSE OF PERFORMANCE, USAGE OF TRADE, OR OTHERWISE.**
2. **LIMITATION OF LIABILITY. IN NO EVENT SHALL SELLER BE LIABLE FOR ANY CONSEQUENTIAL, INDIRECT, INCIDENTAL, SPECIAL, EXEMPLARY, PUNITIVE, OR ENHANCED DAMAGES, LOST PROFITS OR REVENUES, OR DIMINUTION IN VALUE, ARISING OUT OF, OR RELATING TO, OR IN CONNECTION WITH ANY BREACH OF THIS AGREEMENT, REGARDLESS OF (i) WHETHER SUCH DAMAGES WERE FORESEEABLE, (ii) WHETHER OR NOT SELLER WAS ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, (iii) THE LEGAL OR EQUITABLE THEORY (CONTRACT, TORT, OR OTHERWISE) UPON WHICH THE CLAIM IS BASED, AND (iv) THE FAILURE OF ANY AGREED OR OTHER REMEDY OF ITS ESSENTIAL PURPOSE.**
3. **IN NO EVENT SHALL SELLER'S AGGREGATE LIABILITY ARISING OUT OF OR RELATED TO THIS AGREEMENT, WHETHER ARISING OUT OF OR RELATED TO BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE), OR OTHERWISE, EXCEED TWO (20 TIMES THE TOTAL OF THE AMOUNTS PAID TO SELLER FOR THE GOODS SOLD HEREUNDER OR \$1,000,000, WHICHEVER IS LESS.**



- 8. Exclusions.** As is described elsewhere herein, Seller is providing the products or services with no expressed or implied warranties of any kind or nature whatsoever. Buyer assumes all responsibility for ensuring that the products or services ordered by it are specifically suited to Buyers intended use.
- 9. Export Compliance.** The sale of goods, services or the disclosures of information are subject to the USA Export Administration Regulations. The Buyer agrees not to sell or solicit orders for the sale or pre-export of the purchased goods to any restricted person, company, application of country.
- 10. Intellectual Property.** Buyer assumes all liability for infringement of patents, copyrights, or trademarks, and shall defend, indemnify, and hold harmless Seller from and against any and all claims, losses, liabilities, damages and costs, including, without limitation, legal fees, arising from or in connection with any suit, claims or proceeding of alleged infringement of any intellectual property rights.
- 11. Government Contract Terms/Mandatory Flow Downs.** If Buyer's order is for a U.S. Government contract, and goods or services ordered from Seller are to be used in the performance of said contract, only those mandatory flow down clauses of applicable U.S. Government procurement regulations required by federal statute to be included in U.S. Government subcontracts shall be incorporated by reference.
- 1. Flow Downs – AS9100**
- i. Implement a quality management system
 - ii. Prevent the use of counterfeit parts
 - iii. Notify Vested Metals International of organization changes to processes, products, or services, including changes of their external providers or location of manufacture, and obtain Vested Metals International approval;
 - iv. Comply with customer requirements
 - v. Provide test specimens for design approval, inspection/verification, investigation, or auditing;
 - vi. Retain documented information, including retention periods and disposition requirements.
 - vii. Ensure persons are aware of their contribution to product or service conformity; their contribution to safety and the importance of ethical behavior.
- 12. Compliance with Laws and Regulations.** Buyer shall be solely responsible for ensuring compliance with relevant export laws and regulations of the United States of America, and other applicable countries if the purchased products are exported to a foreign country.



- 13. Indemnity.** Buyer assumes all liability (including but not limited to injury to person or property, economic loss, or business interruption) for claims arising from the sale or use of the good or goods/services covered by this agreement. Buyer further agrees to defend, indemnify, and hold harmless Seller, its officers, directors, employees, and agents from any and all liability, claims, losses, demands, actions, suits, costs and expenses (including reasonable attorneys' fees and costs) arising out of or in connection with the sale or use of any goods or product covered by this agreement. Buyer shall also defend, indemnify, and hold harmless Seller, its officers, directors, employees, and agents from any and all liability, claims, losses, demands, actions, suits, costs and expenses (including reasonable attorneys' fees and costs) arising out of or in connection with Buyer's breach of these terms and conditions herein.
- 14. Entire Agreement.** These terms and conditions, together with any documents incorporated by reference herein, constitute the entire agreement between the parties.
- 15. Amendment.** This agreement may only be amended by a signed writing between the parties.
- 1. Scrivener's Errors.** Any obvious stenographic or clerical errors herein, or on any document incorporated by reference hereto, shall be subject to correction by the mutual agreement of the parties.
- 16. Assignment.** The Buyer may not assign this agreement without the Seller's prior written consent. Nothing contained herein shall in any manner limit Seller's ability to utilize sub-contractors in the performance of its obligations under this agreement.
- 17. Dispute Resolution.** You (the Buyer) agree that any dispute between you and the Seller will be resolved exclusively and finally by arbitration administered by the American Arbitration Association (AAA) and conducted under its rules, except as otherwise provided below. The arbitration will be conducted before a single arbitrator and will be limited solely to the dispute between you and the Seller. The arbitration shall be held at any reasonable location at a location mutually agreed by the parties, by submission of documents, by telephone, on-line or in person. Any decision rendered in such arbitration proceedings will be final and binding on each of the parties, and judgment may be entered thereon in any court of competent jurisdiction. Should either party bring a dispute in a forum other than AAA, the arbitrator may award the other party its reasonable costs and expenses, including attorney's fees and disbursements, incurred in staying or dismissing such other proceedings or in otherwise enforcing compliance with this dispute resolution provision.



YOU UNDERSTAND THAT YOU WOULD HAVE HAD A RIGHT TO LITIGATE DISPUTES THROUGH A COURT, AND THAT YOU HAVE EXPRESSLY AND KNOWINGLY WAIVED THAT RIGHT AND AGREED TO RESOLVE ANY DISPUTES THROUGH BINDING ARBITRATION. This arbitration agreement is made pursuant to a transaction involving interstate commerce, and shall be governed by the Federal Arbitration Act, 9 U.S.C.A. §§ 1 et seq. For the purposes of this section, the term “dispute” means any dispute, controversy, or claim arising out of or relating to:

(1) this Agreement, its interpretation, or the breach, termination, applicability, or validity thereof, or (2) the purchase or use of any Product, Accessory, Service or otherwise from the Seller; the term “Seller” means the

Vested Metals International, LLC, its subsidiaries, affiliates, directors, officers, employees, beneficiaries, agents, or assigns; the term “you” means you, the original purchaser, your agents, beneficiaries, or heirs.

- 18. Severability.** If any provision contained in this agreement is or becomes invalid, illegal, or unenforceable in whole or in part, such invalidity, illegality, or unenforceability shall not affect the remaining provisions and portions of this agreement.
- 19. Delivery Force Majeure.** Seller shall not be liable in any way (for damages or otherwise), resulting directly or indirectly from any delay in performance or delay in delivery due to circumstances beyond its reasonable control, including, without limitation, an act of God, pandemics (as declared by the WHO, CDC, or any other generally accepted authority), fires, floods, acts of terrorism, wars, government actions, strikes, lockouts, embargos, riots, World Health Organization or Centers for Disease Control designated national health crisis, or any national emergency as declared by the President of the United States, Buyer caused delays, compliance with any law, regulation, or order, unavailability of materials, unavailability of equipment, or unavailability of transportation. Performance shall be deemed suspended during and extended for such time as such circumstances or causes delay performance.
- 20. Governing Law.** This agreement is governed by the laws of the State of Florida, without giving effect to conflicts of law rules.