



TERMS & CONDITIONS OF SALE

LUXFER MAGTECH, A DIVISION OF LUXFER MAGTECH INC. ("SELLER")

TERMS & CONDITIONS OF SALE

THESE CONDITIONS APPLY TO ANY PURCHASE ORDER SUBMITTED BY A BUYER ("ORDER") AND FORM PART OF THE CONTRACT FOR THE SUPPLY OF PRODUCTS (AS DEFINED BELOW) BETWEEN THE SELLER AND THE COMPANY NAMED IN THE ORDER ("BUYER"). ANY PROPOSAL OR DOCUMENT FROM BUYER THAT INCLUDES DIFFERENT OR ADDITIONAL TERMS THAT SEEK TO VARY ANY OF THE CONDITIONS ARE OBJECTED TO AND DISALLOWED.

1. **DEFINITIONS.** "Products" as used herein means the products listed in the attached proposal, quotation, price list, communication or other Seller documentation, as applicable, purchased pursuant hereto. "Buyer" as used herein means the original purchaser of the Products from Seller.
2. **CONTRACT.** Each order for Products by Buyer (whether placed by electronic communication, hard copy, or otherwise) shall be deemed to be an offer by the Buyer to purchase those Products subject to these Standard Terms and Conditions and to the exclusion of any terms the Buyer references or seeks to impose or which are implied by trade, custom, or course of dealing, which such terms Seller hereby rejects. Unless previously withdrawn, any Seller quotation expires twenty-one (21) days after its date. No binding contract shall be created by the acceptance on the part of Buyer of a quotation made by Seller until written acceptance of Buyer's order is issued by Seller. No binding contract may be canceled by Buyer except with the Contract in writing of Seller; in which event Buyer shall indemnify defend, and hold Seller harmless from and against any claims, losses, liabilities, costs, expenses, and fees (including, without limitation, reasonable attorneys' fees) incurred by Seller as a result of the cancellation. Buyer must ensure that the terms of its order are accurate. Seller's proposal and quotation, as applicable, Buyer's order for Products (excluding terms excluded above), Seller's order acceptance, and these Standard Terms and Conditions (collectively, the "Contract") constitute the entire Contract between the parties. Buyer acknowledges that it has not relied on any statements, promises, or representations made or given by or on behalf of the Seller that are not set out in these documents.
3. **LIMITED WARRANTY.**
 - 3.1 Seller warrants to Buyer that the Products, when shipped by Seller, will meet Seller's then-current applicable specifications, as set forth herein. This Limited Warranty is void and of no effect if Buyer did not purchase the Products for its personal use, and did not purchase the Products from Seller or an authorized dealer of Seller within such dealer's authorized territory. Buyer shall be solely responsible for determining the suitability for use of the Products and Seller shall in no event be liable in this respect. This Limited Warranty does not cover damage caused by the failure to follow written instructions provided by Seller with respect to the Products; damage or breakage caused by unauthorized service, installation, alteration, modification, assembly or disassembly; negligence; normal wear and tear; or misuse. Seller's obligations and liabilities hereunder shall not be enforceable until receipt of payment in full by Buyer for the Products and title to the Products has passed pursuant to the provisions hereof.
 - 3.2 Seller shall, at its own expense, repair or replace any Products it determines do not conform to the foregoing Limited Warranty, provided Buyer notifies Seller of the failure to conform in writing within the time period set forth below in the paragraph entitled "Claims," and Buyer pays all costs associated with transporting Products for warranty service. THE FOREGOING LIMITED WARRANTY AND ASSOCIATED OBLIGATIONS ARE IN LIEU OF ALL OTHER OBLIGATIONS AND LIABILITY OF SELLER IN RESPECT TO THIS CONTRACT OR THE PRODUCTS, INCLUDING ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR PARTICULAR APPLICATIONS OR PURPOSES, ALL OF WHICH ARE EXPRESSLY DISCLAIMED. Any repaired or replacement Products hereunder are

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warranted to conform to the Limited Warranty when shipped by Seller. This Limited Warranty covers only Products sold and used within the continental United States of America. Products sold or transported outside the continental United States of America are not covered under this Limited Warranty.

4. **BUYER'S OBLIGATIONS.** Buyer acknowledges and agrees that it is responsible for the sale selection, unloading, handling, storage, use, and disposal of Products in accordance with applicable law and represents and covenants that it will do so. Buyer represents that it has used its own independent skill and expertise in connection with the selection and use of the Products, and that it possesses the skill and expertise necessary to comply with its obligations hereunder. Buyer further warrants, represents, covenants, and agrees that it (and any of its directors, officers, agents, affiliates and employees): (i) has not and will not do or omit to do any act or thing in relation to the purchase, resale or distribution of Products from Seller which would be illegal under the U.K. Bribery Act of 2010 or the U.S. Corrupt Practices Act or any applicable laws or regulations, and specifically has not requested, accepted or agreed to receive any bribe or other unlawful payment, gift or advantage in respect of such purchase and will notify Seller if it is offered the same; (ii) has not and will not do or omit to do any act or thing in relation to the purchase, resale, or distribution of Products from Seller that would be illegal under the U.S. International Traffic in Arms Regulations (ITAR); and (iii) shall not re-sell or offer the Products (whether on their own or in combination with other materials or substances) for sale in any country to which it would at the relevant time be illegal to export any such goods, or to any person if the Buyer knows or should have reason to believe that such person intends to resell the same in any such country. Buyer shall indemnify, defend, and hold Seller harmless from and against any claims, losses, liabilities, costs, expenses, and fees (including, without limitation, reasonable attorneys' fees) arising out of a breach of Buyer's obligations under this paragraph, and/or Buyer's discharge, storage, handling, and/or use of any Product purchased hereunder.
5. **SELLER'S LIABILITY.** UNDER NO CIRCUMSTANCES SHALL SELLER BE LIABLE TO BUYER OR ANY OTHER PERSON OR ENTITY FOR SPECIAL, INCIDENTAL, INDIRECT, CONSEQUENTIAL, OR PUNITIVE DAMAGES INCLUDING, WITHOUT LIMITATION, LOSS OF PROFITS, INJURIES TO PERSONS OR PROPERTY, LOSS OF USE OF PROPERTY, OR DAMAGES FOR WHICH BUYER MAY BE LIABLE TO OTHER PERSONS OR ENTITIES, EVEN IF SELLER HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, AND WHETHER THE CLAIM IS FOR BREACH OR REPUDIATION OF CONTRACT, BREACH OF WARRANTY, TORT, NEGLIGENCE OR OTHERWISE. SELLER'S MAXIMUM AGGREGATE LIABILITY ARISING OUT OF OR RELATING TO THE CONTRACT AND THE PRODUCTS SHALL NOT EXCEED THE PRICE PAID BY BUYER TO SELLER FOR THE PRODUCTS GIVING RISE TO THE CLAIM OF LIABILITY. BUYER ACKNOWLEDGES AND AGREES THAT THE LIMITATION OF LIABILITY SET FORTH HEREIN ARE MATERIAL AND ESSENTIAL TERMS AND THAT THE FEES REFLECTED IN THE CONTRACT ARE A DIRECT RESULT OF THOSE TERMS. BECAUSE SOME STATES DO NOT PERMIT THE DISCLAIMER OR LIMITATION OF CERTAIN IMPLIED WARRANTIES OR THE EXCLUSION OR LIMITATION OF INCIDENTAL OR CONSEQUENTIAL DAMAGES, SOME OR ALL OF THESE DISCLAIMERS, LIMITATIONS, AND EXCLUSIONS MAY NOT APPLY. THIS LIMITED WARRANTY GIVES BUYER SPECIFIC LEGAL RIGHTS, AND BUYER MAY ALSO HAVE OTHER RIGHTS WHICH VARY FROM STATE TO STATE.
6. **CLAIMS.** Within twenty-one (21) days after tender of delivery to Buyer of any shipment and before any portion of the Products (except for reasonable test and inspection quantities) has been changed from its original condition, Buyer shall inform Seller in writing if any Products are believed to be defective or otherwise believed not to conform with Buyer's order. The allegedly defective Products shall be preserved intact as received for the period from delivery until expiration of twenty-one (21) days for notification of the claim by Buyer. Any claims not made within such twenty-one (21) day period of time shall be waived, and Buyer shall be deemed to have accepted Seller's shipment of Products. To submit such a claim, Buyer should contact Customer Service at LMD-INFO@LUXFER.COM. Seller reserves the right to require a Product be returned for inspection prior to deciding whether warranty coverage applies or to be given access to such Product at Seller's place of business to investigate the claim. If Buyer does not comply with all of these requirements, Seller shall have no liability with respect to any defect, failure, or other breach.
7. **TITLE AND RISE OF LOSS.** Subject to the provisions of the Paragraph entitled "Buyer's Credit," title to the Products shall pass to Buyer when delivery of the Products is accepted by Buyer or its customer at the place of delivery set forth in the Contract. Whether or not title has passed to Buyer, Buyer shall bear the risk of loss of Products at all times after delivery to a carrier and Seller shall not be liable to Buyer for any loss or

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damages to Products sustained thereafter. In reduction of any liability owed to Buyer, Seller may deduct all payments on account of the loss in question made or to be made to Buyer by or on behalf of Buyer's insurers, whether absolute or in the form of advances; loans; or otherwise, except to the extent that the rights of Buyer under its insurance would be thereby impaired.

8. **DELIVERIES.** No delivery of Products shall be deemed late if shipment is made within ten (10) days after Seller's specified date of delivery. Seller's failure to deliver the full quantity of Products ordered shall not relieve Buyer from the obligation to accept and pay for the Products actually delivered in accordance with the terms hereof. Seller shall not be liable to Buyer for any damages claimed or other liabilities resulting from delay in delivery of Products after the date of delivery specified herein, unless time of delivery is expressly stated herein to be of the essence. If delivery is to be made in installments and if Buyer shall fail during any month or any other shipment period specified herein to require a delivery of the prorated maximum quantity, Seller may, at Seller's option, cancel the Contract and invoice the difference between the amount required by Buyer to be delivered and said prorated maximum quantity. If shortages should occur in Seller's supply of specific items, Seller may prorate its deliveries, and portions or orders undelivered at any month's end due to this cause will be canceled. The weights, volumes, sizes, and fares set forth in this Contract shall govern in the event of a dispute unless proved erroneous. Material varying not more than ten percent (10%) in weight, quantity, size, width, thickness, or length shall be deemed to be in compliance with this Contract.
9. **FORCE MAJEURE.** Neither party shall be liable for lateness or failure in delivering or requesting delivery of Products due wholly or partly to any event either not wholly or exclusively within its control or which it could not with reasonable diligence have avoided in any such circumstances. Seller may without liability, terminate all or any part of this Contract or suspend and thereafter resume delivery of all or part of the undelivered Products, and Buyer shall accept such delivery, provided that if such delay in delivery exceeds thirty (30) days, Buyer may deliver to Seller by registered mail a demand for the delivery of the delayed Products. If Seller does not ship the delayed Products within ten (10) days after receipt of the demand, this Contract shall then terminate as to such Products. Labor controversies and adjustment therefore shall not be considered as wholly and exclusively within a party's control.
10. **PAYMENT.** Unless otherwise agreed by the parties in writing, invoices issued by Seller for Products purchased pursuant hereto shall be paid in cleared funds by the invoice due date marked on the invoice notwithstanding that delivery may not have taken place or title to the Products passed to Buyer. The time of payment for Products shall be of the essence. All sums shall be payable in legal tender of the United States of America. Buyer shall reimburse Seller for all taxes or other charges or fees Seller is required to pay to any governmental authority as a result of the manufacture, sale, shipment, or use of any product sold hereunder. If Buyer is in any respect in default under any provisions hereof, Seller may suspend further deliveries until the default is remedied. Any past due amounts owing to Seller shall accrue interest at the lesser of one percent (1%) per month, or the maximum interest rate permitted by applicable law. Buyer shall pay to Seller all costs, expenses, and fees including, without limitation, attorneys' fees, incurred by Seller in collecting any amounts due and owing hereunder. In the event Buyer fails to make a required payment hereunder, or otherwise defaults under this Contract or any other Contract with Seller, Seller may, in addition to any other rights or remedies it may have, defer shipments, accelerate due dates on some or all amounts owed, and/or require cash payment or other security.
11. **BUYER'S CREDIT.** Credit terms may be decreased, cancelled or limited by Seller both as to time and amount at any time without notice, and the price of any part of the Products deliverable under this Contract shall, at Seller's option, be payable in cash before shipment or on offer of delivery. If Buyer shall make an assignment or trust for the benefit of creditors, become insolvent or unable to pay Buyer's debts as they mature, or if proceedings shall be commenced by or against Buyer by reason of alleged bankruptcy, insolvency, or any other financial issue or involving the appointment of a Receiver, the following shall occur: (1) Buyer shall not accept delivery of any Products; (2) Title to the Products shall remain in Seller or Seller may rescind transfer of any title that has passed to Buyer; (3) Buyer shall at Seller's request, return all or any part of the Products to Seller, freight prepaid; and (4) Seller may, wholly or partly, terminate this Contract by mailing notice to Buyer. Nothing herein shall be deemed to affect Seller's right of stoppage in transit as provided by law, or the right, at any time, upon written notice to Buyer, to decline to make a delivery unless Buyer pays in full in cash upon delivery.

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12. **TAXES.** All increases in taxes and all new taxes herein imposed with respect to Products sold under this Contract or the remittance of funds in payment for such Products shall be paid by Buyer, and, if imposed on Seller or its suppliers, shall become part of the price payable by Buyer.
13. **FREIGHT.** If Seller is to pay freight, Seller shall have the right initially to designate the means of transportation and routing, and if Buyer requires a more expensive means of routing, Buyer shall pay any extra cost involved. Buyer shall pay to Seller any increase in freight subsequent to the date hereof.
14. **INTELLECTUAL PROPERTY.** Seller is the owner of various trademarks, patents, and other intellectual property rights in its Products. Buyer shall not use any of Seller's trademarks, patents, or other intellectual property rights without the prior, written consent of Seller, which may be withheld in Seller's sole discretion. Buyer shall indemnify, defend, and hold Seller harmless from and against any claims, losses, liabilities, costs, expenses, and fees (including, without limitation, reasonable attorneys' fees) to which Seller may become liable or incur as a result of any infringement of a third party's intellectual property rights resulting from Seller's compliance with Buyer's instructions, requirements or other specifications, or Buyer's use of the Products.
15. **GOVERNMENT CONTRACTS.** If Buyer is purchasing the Products for a government contract or sub-contract, Buyer shall promptly notify Seller of that fact and of any contractual terms from the government procurement laws and regulations that Buyer is obligated to include in its contracts for such Products. No government procurement provisions will be included in this Agreement unless agreed to in a writing signed by an authorized representative of Seller.
15. **SEVERABILITY.** If any provision of this Contract is held invalid, such invalidity shall not affect any other provision of this Contract.
16. **AMENDMENT.** Any amendment or modification to the Contract including, without limitation, the introduction of any additional terms and conditions, shall only be binding when agreed upon in writing and signed by an authorized representative of Seller.
16. **ASSIGNMENT.** Buyer may not assign this Contract or any of Buyer's obligations hereunder without Seller's written consent.
17. **GOVERNING LAW.** The validity, performance, construction and effect of this Contract shall be governed by the law of the State of New Jersey. Any dispute arising out of or related to the Products of this Contract shall be resolved exclusively in the state or federal courts of New Jersey, the exclusive jurisdiction and venue of which Buyer irrevocably consents to for this purpose. The United Nations Convention on the International Sale of Goods shall not apply
18. **DISPUTE RESOLUTION.** Any dispute, controversy or claim arising out of or related in any way to the Contract, including but not limited to, the validity, scope, and enforceability of this clause, which cannot be amicably resolved by the parties, shall be solely and finally settled by arbitration administered by the American Arbitration Association in accordance with its commercial arbitration rules. Judgment on the award rendered by the arbitrator(s) may be entered in any court having jurisdiction thereof. The arbitration shall take place before a panel of arbitrators sitting in the state of New Jersey. The language of the arbitration shall be English. The arbitrators will be bound to adjudicate all disputes in accordance with the laws of the State of New Jersey. The decision of the arbitrators shall be in writing with written findings of fact and shall be final and binding on the parties. Each party shall bear its own costs relating to the arbitration proceedings irrespective of its outcome. This section provides the sole recourse for the settlement of any disputes arising out of, in connection with, or related to this Agreement.
19. **NOTICE.** For the purpose of any notice required to be given by this contract or under any applicable provisions of the Commercial Code or pursuant to other pertinent law, notice to Buyer shall be sent to: Luxfer Holdings PLC, Attn: Legal, 8989 N. Port Washington Rd., Suite 211, Milwaukee, WI 53217.
20. **Ethical Behavior.** In performing its obligations under the Contract, Buyer shall conduct its business in an ethical manner and hold its workforce, employees, contractors, and agents accountable for ethical behavior. Buyer shall ensure that its workforce, employees, contractors, and agents are aware of their contribution to product conformity and safety. Seller reserves the right to request training documentation from Buyer in order to verify that ethical behavior expectations are being communicated to Buyer's workforce, employees, and agents.

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21. **MISCELLANEOUS.** All rights and remedies of Seller under this Contract are in addition to Seller's other rights and remedies and are cumulative, not alternative.

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