



## Terms and Conditions of Sale

Manufacturer: Vegas Fastener Manufacturing, a Nevada LLC

Customer: Buyer identified on Seller's quotation, order acknowledgement or invoice

1. **Applicability:** These Terms and Conditions of Sale (Terms) govern all quotations, offers, sales and shipments of products and related services (Products) by Seller to Buyer. These Terms supersede Buyer's terms and conditions and any conflicting provisions in purchase orders or other documents are rejected unless expressly agreed in a signed writing by Seller.
2. **Acceptance: Order Process**
  - a. Buyer's purchase order is an offer. A contract is formed only upon Seller's written order acknowledgement or shipment.
  - b. Buyer must specify part numbers, drawing/revision levels, applicable specifications (e.g., AS9100, customer or prime requirements), and any governmental contract flowdowns at time of order.
  - c. Seller may accept, reject, or conditionally accept orders. Seller may require credit approval or advance payment.
3. **Price: Taxes; Payment**
  - a. Prices are those in Seller's written acknowledgement. Seller may correct clerical errors.
  - b. Prices exclude taxes, duties and government charges; Buyer shall pay all such amounts unless Buyer provides a valid exemption certificate.
  - c. Payment terms: Net 30 days from invoice unless otherwise agreed in writing. Past-due amounts accrue interest at 1.5% per month or the maximum permitted by law. Seller may suspend performance for nonpayment.
  - d. Seller may require reasonable deposits, progress payments, or payment in advance for new customers, long lead items, or government/defense work.
4. **Delivery: Title; Risk of Loss**
  - a. Delivery terms are as specified in Seller's acknowledgement. If no term is specified, Seller's obligation is delivery FCA Seller's facility (INCOTERMS 2020).
  - b. Title and risk of loss pass to Buyer upon delivery to carrier per the agreed INCOTERM. Buyer is responsible for insurance in transit.



- c. Delivery dates are estimates. Seller is not liable for consequential damages for late delivery. Buyer may only cancel for material default after 30-day written cure notice.
5. Inspection and Acceptance
- a. Buyer shall inspect Products within the reasonable time as set by UCC 2-1513 and 2-602. Buyer must notify Seller in writing of nonconformities or shortages within a reasonable period. For government or prime-customer contracts requiring earlier notification, Buyer must comply with those notification windows.
- b. If Buyer fails to timely notify Seller, Products are deemed accepted. For timely notices, Seller may at its option repair, replace, issue credit, or refund defective Products.
6. Warranties: Disclaimers
- a. Limited Warranty: For a period of 12 months from delivery (or longer if agreed in writing), Seller warrants Products to be free from material defects in material and workmanship and to conform to agreed drawings/specifications at time of manufacture.
- b. Exclusions: Warranty does not apply to (i) misuse, abuse, neglect, unauthorized modification or repair, improper storage/installation, normal wear, or use contrary to drawings/specs; (ii) Products altered by Buyer or third parties; (iii) obsolescence or second-sourced items identified as "AS-IS."
- c. Remedies: Seller's sole and exclusive remedies for breach of this warranty are, at Seller's option, repair or replacement of nonconforming Products or credit/refund of purchase price for such Products. Seller has no obligation to pay labor or consequential damages.
- d. Disclaimer: Except for the foregoing limited warranty, Seller **DISCLAIMS ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND NON-INFRINGEMENT.**
7. Limitation of Liability: To the fullest extent permitted by law, Seller's aggregate liability arising from or related to these Terms or any Products shall not exceed the purchase price paid for the specific Product(s), giving rise to the claim. **IN NO EVENT SHALL SELLER BE LIABLE FOR INDIRECT, INCIDENTAL, CONSEQUENTIAL, SPECIAL, PUNITIVE OR EXEMPLARY DAMAGES, LOSS OF PROFITS, LOSS OF USE, OR LOSS OF PRODUCTION, EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.**



8. Indemnification: a. Buyer shall indemnify, defend and hold Seller harmless from claims, liabilities, damages and expenses (including reasonable attorneys' fees) arising from: (i) Buyer's negligence or willful misconduct; (ii) Buyer's breach of law or of any government or prime contract flowdown; (iii) misuse, improper installation, or modification of Products by Buyer or its customers.  
b.
9. Export Controls and Defense Regulations: a. Buyer acknowledges and will comply with U.S. export control laws (ITAR, EAR), sanctions and other applicable laws. Buyer shall not export, re-export or transfer Products, technical data or defense articles contrary to U.S. law.  
b. For ITAR-restricted items, Buyer must be a U.S. person and provide required end-use/end-user statements. Seller may suspend performance or terminate the order if authorization is denied or revoked.  
c. For government/prime flowdowns (e.g., DFARS clauses), Buyer and Seller shall comply with applicable clauses. Buyer shall notify Seller of any specific government contract requirements at order placement.
10. Quality, Traceability, and Counterfeit Prevention: a. Seller warrants compliance with applicable quality standards specified in the order (e.g., AS9100). Seller will maintain traceability of materials and processes required by the order.  
b. Counterfeit Prevention: Seller maintains a counterfeit parts prevention program; Seller shall not deliver counterfeit or suspect counterfeit items. Buyer must notify Seller of any suspected counterfeit items promptly.
11. Changes; Engineering Changes; Tooling: a. Seller may propose changes to designs/processes. Buyer-requested changes are subject to price, lead time and schedule adjustment.  
b. Tooling paid for by Buyer remains Seller's property unless otherwise agreed. Buyer may be charged for maintenance, repair or replacement of tooling after a specified period.
12. Confidentiality; Proprietary Rights: a. Each party shall keep non-public and confidential technical, commercial and quality information disclosed by the other and use it only for



performance of orders. Information shall be returned or destroyed upon request.

b. Intellectual Property: Seller retains ownership of all manufacturing processes, tooling, designs, drawings and intellectual property developed by Seller. Buyer grants Seller a license to use Buyer's drawings and data solely to produce Products.

13. Government Contracts and Flowdowns: If Products are intended for use on a U.S. government or prime contract, Buyer shall identify contract number and required flowdown clauses at order placement. Buyer shall flow down required clauses to Seller and shall indemnify Seller for failure to identify mandatory flowdowns.
14. Recalls: Safety Issues If a safety defect or regulatory recall is required, the parties will cooperate to develop corrective actions. Seller's obligations are limited to repairing or replacing defective Products and reasonable recall costs directly attributable to Seller's defective Products, unless otherwise agreed or required by law. Each party will promptly notify the other of any Product safety issue.
15. Insurance: Each party shall maintain insurance customary for its business (including product liability and commercial general liability). Upon request, Seller will provide certificates of insurance evidencing coverage.
16. Audit and Records: Seller or Buyer (as applicable) shall retain records related to Products for seven (7) years or as required by applicable regulations. Buyer and Buyer's customer/prime may audit Seller's records directly related to an order upon reasonable notice and during normal business hours; audits shall be limited in scope and frequency.
17. Force Majeure: Seller is not liable for delay or failure to perform caused by events beyond its reasonable control (e.g., acts of God, labor disputes, shortages, governmental actions, pandemics, transportation disruption). Performance times will be extended for the duration of the event.
18. Assignment and Change of Control: Buyer may not assign orders without Seller's prior written consent. Seller may assign its rights to affiliates or in connection with financing or disposition. Seller may terminate or require different terms if Buyer undergoes a material change in control.



19. Termination: a. Seller may terminate an order immediately for Buyer's material breach, insolvency, failure to pay, export control violation, or change in control.  
b. If Buyer terminates for convenience, Buyer shall pay Seller for Products completed, work-in-progress, reasonable wind-down costs, and any non-cancellable commitments.
20. Notices: Notices shall be in writing and delivered to the parties' addresses on Seller's acknowledgement by certified mail, courier, or email confirmed in writing.
21. Governing Law: Dispute Resolution; Venue These Terms and any disputes are governed by the laws of the State of Nevada, excluding conflict-of-law rules. Exclusive venue and jurisdiction for disputes shall be the state and federal courts located in Clark County, Nevada. Each party consents to personal jurisdiction there. Alternatively, the parties may agree to binding arbitration in Las Vegas, Nevada under the rules of the American Arbitration Association, in their sole and absolute discretion.
22. Severability: Waiver If any provision is unenforceable, the remainder remains in effect. Failure to enforce any provision is not a waiver of future enforcement.
23. Entire Agreement: These Terms, Seller's quotation and acknowledgement, and any signed written supplements constitute the entire agreement between the parties and supersede prior communications.
24. Miscellaneous: a. Survival: Sections concerning payment, warranties (limited), indemnity, limitation of liability, confidentiality, export controls, IP, records, governing law and dispute resolution survive termination.  
b. Remedies are cumulative; Seller's remedies are in addition to any rights under law.