

## Master Supply Agreement

This MASTER SUPPLY AGREEMENT (this “**Agreement**”) dated as of \_\_\_\_\_ (the “**Effective Date**”), is entered into by and between Absolute Machining LLC, an Indiana limited liability company (“**Supplier**”), and \_\_\_\_\_ (“**Buyer**”, and together with Supplier, the “**Parties**”, and each, a “**Party**”).

WHEREAS, Supplier is in the business of manufacturing and selling goods (the “**Materials**”);

WHEREAS, Buyer wishes to purchase certain Materials from Supplier; and

WHEREAS, Supplier desires to manufacture and sell the Materials to Buyer.

NOW, THEREFORE, in consideration of the mutual covenants, terms and conditions set forth herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

Definitions. Capitalized terms have the meanings set forth herein or referred to in Schedule I attached hereto.

### 1. Purchase and Sale of Materials.

1.1 Purchase and Sale. Subject to the terms and conditions of this Agreement, during the Term, Buyer shall purchase from Supplier, and Supplier shall manufacture and sell to Buyer, the Materials in accordance with the terms of the applicable Purchase Order, including Schedule 1 and the Specifications. Schedule 1 contains: (a) a description of the Materials to be manufactured and sold hereunder; (b) the purchase price for the Materials; and (c) the quantity of the Materials. The Parties may, from time to time, amend a Purchase Order, including Schedule 1, to reflect any mutually agreed upon revisions to any of the terms or amend Exhibit A of a Purchase Order to reflect any agreed upon changes to the Specifications; provided that no such revisions will modify this Agreement or a Purchase Order or be binding on the Parties unless such revisions have been fully approved in a signed writing by authorized Representatives of both Parties.

1.2 Terms of Agreement Prevail Over Buyer’s Purchase Order. The Parties intend for the express terms and conditions contained in this Agreement (including any Schedules and Exhibits hereto) and the Basic Purchase Order Terms contained in the applicable Purchase Order to exclusively govern and control each of the Parties’ respective rights and obligations regarding the subject matter of this Agreement, and this Agreement is expressly limited to such terms and conditions. Without limitation of the foregoing, any additional, contrary, or different terms contained in any Purchase Order or other request or communication by Buyer pertaining to the sale of Materials by Supplier, and any attempt to modify, supersede, supplement or otherwise alter this Agreement, will not modify this Agreement or be binding on the Parties.

### 2. Ordering Procedure.

2.1 Purchase Orders. Buyer shall issue to Supplier Purchase Orders in written form via e-mail, or US mail. By issuing a Purchase Order to Supplier, Buyer makes an offer to purchase Materials pursuant to the terms and conditions of this Agreement and the Basic Purchase Order Terms contained in such Purchase Order, and on no other terms. To the extent terms or conditions of a Purchase Order conflict with or contradict the provisions of this Agreement, the terms and conditions of this Agreement shall take precedence unless the parties mutually agree that the terms and conditions of the Purchase Order shall control. Buyer shall be obligated to purchase from Supplier quantities of Materials specified in a Purchase Order.

2.2 Acceptance, Rejection, and Cancellation of Purchase Orders. Supplier accepts a Purchase Order by confirming the order in writing. Supplier may reject a Purchase Order, which it may do without liability or penalty, and without constituting a waiver of any of Supplier’s rights or remedies under this Agreement or any Purchase Order, by providing written notice to Buyer specifying the applicable date of rejection or cancellation pursuant to Supplier’s rights under the last sentence of Section 4.4. Either Party may cancel a previously issued or accepted Purchase Order without liability of penalty and without constituting a waiver of any of Supplier’s rights or remedies under this Agreement or any Purchase Order pursuant to the terms of Section 5 of this Agreement. In the event Buyer cancels or rejects a Purchase Order for which Supplier has already incurred cost for the special or unique raw materials, Supplier may, in its sole discretion and upon written notice to Buyer, require that Buyer purchase such raw materials from Supplier at their cost.

### 3. Delivery, Acceptance, and Inspections; Failure to Comply with Specifications.

3.1 Delivery. Unless otherwise expressly agreed by the Parties in writing, Supplier shall deliver the Materials to the Delivery Location. Any time quoted for delivery is an estimate only; provided, however, that Supplier shall use commercially reasonable efforts to deliver all Materials on or before the Requested Delivery Date. Supplier shall not be held liable for delays in delivery due to Supplier’s inability to secure raw materials needed to produce the Materials. No delay in the shipment or delivery of any Materials relieves Buyer of its obligations under this Agreement, including accepting delivery of any remaining installment or other orders of Materials.

3.2 Transfer of Title and Risk of Loss. Title to Materials shipped under any Purchase Order passes to Buyer upon Supplier’s tender of the Materials to the carrier that will deliver such Materials to the Buyer at the Delivery Location. Risk of loss to Materials shipped under any Purchase Order passes to Buyer upon Supplier’s tender of the Materials to the truck that will deliver such Materials to the Buyer at the Delivery Location.

3.3 Inspection. Buyer shall inspect Materials received under this Agreement within fifteen (15) days of receipt of such Materials (“**Inspection Period**”) and either accept or, only if any such Materials are Nonconforming Materials, reject such Materials. Notwithstanding the forgoing, Buyer must reject any Nonconforming Materials within five (5) days of its discovery that such Materials were Nonconforming Materials. Buyer will be deemed to have accepted Materials unless it provides Supplier with written Notice of any Nonconforming Materials within thirty (30) days following the Inspection Period. All defects and nonconformities that are not so specified will be deemed waived by Buyer, such Materials shall be deemed to have been accepted by Buyer, and no attempted revocation of acceptance will be effective. If Buyer timely notifies Supplier of any Nonconforming Materials, Supplier shall determine, in its reasonable discretion, whether the Materials are Nonconforming Materials. If Supplier determines that such Materials are Nonconforming Materials, Supplier shall replace such Nonconforming Materials with conforming Materials and shall reimburse Buyer for all reasonable expenses incurred by Buyer as a result of Supplier’s delivery of such Nonconforming Materials.

THE REMEDIES SET FORTH IN THIS SECTION 3.3 ARE BUYER’S EXCLUSIVE REMEDY FOR THE DELIVERY OF NONCONFORMING MATERIALS, SUBJECT TO BUYER’S RIGHTS UNDER SECTION 8.3 WITH RESPECT TO ANY SUCH MATERIALS FOR WHICH BUYER HAS ACCEPTED DELIVERY UNDER THIS SECTION 3.3.

3.4 Failure to Comply with the Specifications; Buyer Request to Change Specifications. In the event Supplier otherwise fails to comply with the Specifications, Supplier shall reimburse Buyer for all reasonable expenses incurred by Buyer as a result of Supplier’s delivery of such Nonconforming Materials. On the other hand, if Buyer requests changes to the Specifications and Supplier agrees to comply with such requests to make changes, Buyer shall reimburse Supplier for all reasonable expenses incurred by Supplier in order to comply with such requested changes to the Specifications.

3.5 Requests for Unsuitable Materials. Supplier has the right to cancel, stop or delay in the event Supplier determines that the Materials are unsuitable or Nonconforming. In the event Supplier is the cause of such Materials being unsuitable or Nonconforming, Supplier shall reimburse Buyer for all reasonable expenses incurred by Buyer as a result of such cancellation or delay.

4. Price and Payment.

4.1 Price. Buyer shall purchase the Materials from Supplier at the prices set forth on Schedule 1 attached to a Purchase Order (“**Prices**”). All Prices include shipping charges, insurance, and Taxes related to the Materials, and any duties and charges of any kind imposed by any Governmental Authority with respect to, or measured by, the manufacture, sale, shipment, use, or Price of the Materials (including interest and penalties thereon).

4.2 Payment Terms. Supplier shall issue periodic invoices to Buyer, setting forth in reasonable detail the amounts payable by Buyer under this Agreement. Except in the event of Nonconforming Materials or if Buyer disputes the details of an invoice within five (5) days of Buyer’s receipt of such invoice, Buyer shall pay to Supplier all invoiced amounts within 30 Net invoice immediately following the date of delivery. In the event Buyer pays Supplier invoiced amounts earlier than the 30 Net invoice immediately following the date of delivery, Buyer shall be entitled to a prompt payment discount as set forth on the Purchase Order, if a prompt payment discount is set forth therein. Buyer shall make all payments in US dollars by check or wire transfer. For clarification purposes, the Parties agree that no amounts due under this Agreement or any Purchase Order are subject to retainage.

4.3 Invoice Dispute. In the event Buyer disputes the details of an invoice and provides notice of such dispute to Supplier within five (5) days following Buyer’s receipt of such invoice, the Parties shall seek to resolve such dispute expeditiously and in good faith. Notwithstanding anything to the contrary, Buyer and Supplier shall continue performing their respective obligations under this Agreement during any such dispute, including Buyer’s obligation to pay all due and undisputed invoice amounts in accordance with the terms of this Agreement and Supplier’s obligation to continue to deliver Materials to Buyer as provided for under the terms of this Agreement and any Purchase Order.

4.4 Late Payments. Except for invoiced payments that Buyer has successfully disputed, Buyer shall pay interest on all late payments (whether during the Term or after the expiration or earlier termination of the Term), calculated daily and compounded monthly at the lesser of the rate of 1.5% per month or the highest rate permissible under applicable Law. Buyer shall also reimburse Supplier for all reasonable costs incurred by Supplier in collecting any late payments, including attorneys’ fees and court costs. In addition to all other remedies available under this Agreement or at Law (which Supplier does not waive by the exercise of any rights under this Agreement), if Buyer fails to pay any undisputed amounts when due under this Agreement, Supplier may (a) suspend the delivery of any Materials, (b) reject Buyer’s Purchase Orders or cancel accepted Purchase Orders or (c) terminate this Agreement pursuant to the terms of Section 5.3.

4.5 No Set-off Right. Buyer shall not, and acknowledges that it will have no right, under this Agreement, any Purchase Order, any other agreement, document or Law to, withhold, offset, recoup or debit any amounts owed (or to become due and owing) to Supplier or any of its Affiliates, whether under this Agreement or otherwise, against any other amount owed (or to become due and owing) to it by Supplier or Supplier’s Affiliates, whether relating to Supplier’s or its Affiliates’ breach or non-performance of this Agreement, any Purchase Order, any other agreement between (a) Buyer or any of its Affiliates and (b) Supplier or any of its Affiliates, or otherwise.

5. Term; Termination.

5.1 Initial Term. The term of this Agreement commences on the Effective Date and continues for a period of the longer of (a) one (1) year, or (b) the duration of any project entered into pursuant to a Purchase Order under the terms of this Agreement unless it is earlier terminated pursuant to the terms of this Agreement or applicable Law (the “**Initial Term**”).

5.2 Renewal Term. Upon expiration of the Initial Term or a Renewal Term as applicable, the term of this Agreement will automatically renew for consecutive one (1) year terms unless either Party provides written Notice of non-renewal at least thirty (30) days prior to the end of the then-current term (a “**Renewal Term**” and together with the Initial Term, the “**Term**”), unless the Renewal Term is earlier terminated pursuant to the terms of this Agreement or applicable Law. If the Initial Term is renewed for a Renewal Term pursuant to this Section 5.2, the terms and conditions of this Agreement during such Renewal Term will be the same as the terms in effect immediately prior to such renewal other than price, which will be subject to escalation. In the event either Party provides timely Notice of its intent not to renew this Agreement, then, unless earlier terminated in accordance with its terms, this Agreement terminates on the expiration of the Initial Term or Renewal Term, as applicable.

5.3 Supplier’s Right to Terminate. Supplier may terminate this Agreement or any Purchase Order, by providing written Notice to Buyer: (a) if Buyer fails to pay any amount when due under this Agreement (“**Payment Failure**”); (b) if Buyer is in material breach of any representation, warranty or covenant of Buyer under this Agreement (other than committing a Payment Failure), and either the breach cannot be cured or, if the breach can be cured, it is not cured by Buyer within a commercially reasonable period of time (in no case exceeding thirty (30) days) after Buyer’s receipt of written Notice of such breach; or (c) if Buyer (i) becomes insolvent or is generally unable to pay, or fails to pay, its debts as they become due, (ii) files or has filed against it, a petition for voluntary or involuntary bankruptcy or otherwise becomes subject, voluntarily or involuntarily, to any proceeding under any domestic or foreign bankruptcy or insolvency Law, (iii) makes or seeks to make a general assignment for the benefit of its creditors, or (iv) applies for or has appointed a receiver, trustee, custodian or similar agent appointed by order of any court of competent jurisdiction to take charge of or sell any material portion of its property or business. Any termination under this Section 5.3 will be effective on Buyer’s receipt of Supplier’s written Notice of termination or such later date (if any) set forth in such Notice.

5.4 Buyer’s Right to Terminate. Buyer may terminate this Agreement or any Purchase Order, by providing written Notice to Supplier: (a) if Supplier is in material breach of any representation, warranty or covenant of Supplier under this Agreement and either the breach cannot be cured or, if the breach can be cured, it is not cured by Supplier within thirty (30) days after Supplier’s receipt of written Notice of such breach; or (b) if Supplier (i) becomes insolvent or is generally unable to pay, or fails to pay, its debts as they become due, (ii) files or has filed against it, a petition for voluntary or involuntary bankruptcy or otherwise becomes subject, voluntarily or involuntarily, to any proceeding under any domestic or foreign bankruptcy or insolvency Law, (iii) makes or seeks to make a general assignment for the benefit of its creditors, or (iv) applies for or has appointed a receiver, trustee, custodian or similar agent appointed by order of any court of competent jurisdiction to take charge of or sell any material portion of its property or business.

As a condition precedent to Buyer’s right to terminate this Agreement or any Purchase Order pursuant to this Section 5.4, within thirty (30) days following the date of Buyer’s termination Notice, Buyer shall pay to Supplier all amounts due to Supplier for Materials delivered by Supplier to Buyer prior to Supplier’s receipt of the termination Notice and reimburse Supplier for all of Supplier’s out-of-pocket costs and expenses (including raw materials) incurred by Supplier prior to receipt of Buyer’s termination Notice that arise from or relate to this Agreement or any Purchase Order issued by Buyer to Supplier prior to Supplier’s receipt of such notice (each, a “**Reimbursement Payment**”). Any termination under this Section 5.4 will be effective on the latest to occur of Supplier’s receipt of Buyer’s written Notice of termination, Supplier’s receipt of the Reimbursement Payment or such other later date (if any) set forth in such termination Notice (if and to the extent that such later date is approved by Supplier in writing).

5.5 Effect of Expiration or Termination.

(a) Upon the expiration or earlier termination of this Agreement, all indebtedness of Buyer to Supplier under this Agreement of any kind, shall become immediately due and payable to Supplier, without further notice to Buyer.

(b) Expiration or termination of the Term will not affect any rights or obligations of the Parties that: (i) come into effect upon or after termination or expiration of this Agreement; or (ii) otherwise survive the expiration or earlier termination of this Agreement and were incurred by the Parties prior to such expiration or earlier termination.

(c) Any Notice of termination under this Agreement automatically operates as a cancellation of any deliveries of Materials to Buyer that are scheduled to be made subsequent to the effective date of termination, whether or not any orders for such Materials had been accepted by Supplier. With respect to any Materials that are still in transit upon termination of this Agreement, Supplier may require, in its sole discretion, that all sales and deliveries of such Materials be made on either a cash-only or certified-check basis.

(d) Subject to Section 5.5(b), the Party terminating this Agreement, or in the case of the expiration of this Agreement, each Party, shall not be liable to the other Party for any damage of any kind (whether direct or indirect) incurred by the other Party by reason of the expiration or earlier termination of this Agreement. Termination of this Agreement will not constitute a waiver of any of either Party’s rights, remedies or defenses under this Agreement, at law, in equity or otherwise.

6. Certain Obligations of Buyer. Notwithstanding anything to the contrary in this Agreement, neither Buyer nor any Buyer Personnel shall: (a) make any representations, warranties, guarantees, indemnities, similar claims, or other commitments: (i) actually, apparently or ostensibly on behalf of Supplier, or (ii) to any customer or other Person with respect to the Materials, which are additional to or inconsistent with any then-existing representations, warranties, guarantees, indemnities, similar claims, or other commitments in this Agreement or any written documentation provided by Supplier to Buyer; or (b) engage in any unfair, competitive, misleading, or deceptive practices respecting Supplier, Supplier’s Trademarks or the Materials, including any product disparagement.

7. Compliance with Laws. Buyer shall at all times comply with all Laws applicable to this Agreement, Buyer's performance of its obligations hereunder, and Buyer's use or sale of the Materials. Without limiting the generality of the foregoing, Buyer shall (a) at its own expense, maintain all certifications, credentials, licenses, and permits necessary to conduct its business relating to the purchase or use of the Materials and (b) not engage in any activity or transaction involving the Materials, by way of resale, lease, shipment, use or otherwise, that violates any Law.

8. Representations and Warranties.

8.1 Limited Product Warranty. Supplier warrants to Buyer (the "**Product Warranty**") that for a period of 0 months per year from the date of delivery of the Materials (the "**Warranty Period**"), such Materials will materially conform to the Specifications.

8.2 Product Warranty Limitations. The Product Warranty does not apply to any Materials that: (a) have been subjected to abuse, misuse, neglect, negligence, accident, improper testing, improper installation, improper handling, abnormal physical stress, abnormal environmental conditions or use contrary to any instructions issued by Supplier; (b) have been reconstructed, repaired, or altered by Persons other than Supplier or its authorized Representative; or (c) have been used with any third-party products that have not been previously approved in writing by Supplier.

8.3 Buyer's Exclusive Remedy for Nonconforming Materials. Notwithstanding any other provision of this Agreement, this Section 8.3 contains Buyer's exclusive remedy for Nonconforming Materials. Buyer's remedy under this Section 8.3 is conditioned upon Buyer's compliance with its obligations described in this Section 8.3. During the Warranty Period, with respect to any allegedly Nonconforming Materials: (a) Buyer shall notify Supplier, in writing, of any alleged claim or defect within five (5) days from the date Buyer discovers, or upon reasonable inspection should have discovered, such alleged claim or defect (but in any event before the expiration of the applicable Warranty Period); (b) if Supplier's inspection and testing reveal, to Supplier's reasonable satisfaction, that such Materials are Nonconforming Materials and any such defect has not been caused or contributed to by any of the factors described under Section 8.2 above, subject to Section 8.3. Supplier shall at its expense, replace such Nonconforming Materials; and (c) Supplier shall have the right, in its sole discretion, to deliver to Buyer, at Supplier's expense and risk of loss, the replacement Materials to the Delivery Location or to have Buyer purchase replacement Materials at Supplier's sole cost. Buyer has no right to replacement, credit, or refund for any Materials except as set forth in this Section 8.3 (or if otherwise applicable, Section 3.3). In no event shall Buyer reconstruct, repair, alter or replace any Materials, in whole or in part, either itself or by or through any third party except in the event Supplier requests that Buyer purchase replacement Materials.

THIS SECTION 8.3 SETS FORTH BUYER'S SOLE REMEDY AND SUPPLIER'S ENTIRE LIABILITY FOR ANY BREACH OF THE LIMITED PRODUCT WARRANTY SET FORTH IN SECTION 8.1.

8.4 DISCLAIMER OF OTHER REPRESENTATIONS AND WARRANTIES; NON-RELIANCE. EXCEPT FOR THE EXPRESS REPRESENTATIONS AND WARRANTIES SET FORTH IN SECTION 8.2 AND THE PRODUCT WARRANTY SET FORTH IN SECTION 8.1, (A) NEITHER SUPPLIER NOR ANY PERSON ON SUPPLIER'S BEHALF HAS MADE OR MAKES ANY EXPRESS OR IMPLIED REPRESENTATION OR WARRANTY WHATSOEVER, EITHER ORAL OR WRITTEN, INCLUDING ANY WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, OR NON-INFRINGEMENT, WHETHER ARISING BY LAW, COURSE OF DEALING, COURSE OF PERFORMANCE, USAGE OF TRADE OR OTHERWISE, ALL OF WHICH ARE EXPRESSLY DISCLAIMED, AND (B) BUYER ACKNOWLEDGES THAT IT HAS NOT RELIED UPON ANY REPRESENTATION OR WARRANTY MADE BY SUPPLIER, OR ANY OTHER PERSON ON SUPPLIER'S BEHALF, EXCEPT AS SPECIFICALLY PROVIDED IN SECTION 8 OF THIS AGREEMENT.

9. INTELLECTUAL PROPERTY RIGHTS AND LICENSES.

9.1 Ownership of Material Related IP. The parties acknowledge that in connection with the development of the Materials, either party alone, or jointly, may (i) develop, conceive, or reduce to practice an invention, (ii) reduce to writing or otherwise fix in a tangible medium an idea or the expression of an idea (example: CAD drawings), and (iii) otherwise create notes, analyses, studies, or other records or documents related to such Material (collectively, "Work Product"). All Work Product made solely as result of a custom order from Buyer shall be the sole and exclusive property of Buyer. To this end, creation of Work Product shall be on a "work-made-for-hire" basis (as defined in the United States Copyright Act (17 U.S.C. 101, et. seq.)) to the maximum extent permitted by law.

9.2 Other IP. Buyer shall own all Buyer IP and Supplier shall own all Supplier IP.

9.3 Definitions. "Buyer IP" means all rights held by Buyer in its Pre-Existing IP, the Work Product, and all associated intellectual property rights. "Supplier IP" means all rights held by Supplier in its Pre-Existing IP and all associated Intellectual Property Rights. "Pre-Existing IP" means all Intellectual Property Rights owned or otherwise controlled by a party as of the Effective Date. "Intellectual Property Rights" means any and all of the following: (a) trademarks and service marks, including all applications and registrations and the goodwill connected with the use of and symbolized by the foregoing; (b) copyrights, including all applications and registrations, and works of authorship, whether or not copyrightable; (c) trade secrets and confidential know-how; (d) patents and patent applications; (e) websites and internet domain name registrations; and (f) all other intellectual property and industrial property rights and assets, and all rights, interests and protections that are associated with, similar to, or required for the exercise of, any of the foregoing.

9.4 Manufacturing License; Restrictions. Reservation of Rights. Subject to the terms and conditions of this Agreement, Buyer hereby grants to Supplier a non-exclusive, nontransferable, non-sublicensable, royalty-free license to use the Buyer IP solely in connection with: (a) the development of the Materials; and (b) as required to manufacture the Materials for supply to Buyer.

10. Indemnification.

10.1 Mutual Indemnification. Subject to the terms and conditions of this Agreement, including those set forth in Section 10.2, each Party (as "**Indemnifying Party**") shall indemnify and hold harmless the other Party and its Representatives, Affiliates, successors and permitted assigns (collectively, "**Indemnified Party**") against any and all losses, damages, liabilities, deficiencies, claims, actions, judgments, settlements, interest, awards, penalties, fines, costs, or expenses of whatever kind, including reasonable attorneys' fees, fees and the costs of enforcing any right to indemnification under this Agreement and the cost of pursuing any insurance providers, awarded against Indemnified Party (collectively, "**Losses**"), arising out or resulting from any third-party Claim alleging: (a) a material breach or non-fulfillment of any representation, warranty or covenant under this Agreement by Indemnifying Party or Indemnifying Party's Personnel; (b) any negligent or more culpable act or omission of Indemnifying Party or its Personnel (including any recklessness or willful misconduct) in connection with the performance of this Agreement; or (c) any bodily injury, death of any Person or damage to real or tangible personal property caused by the willful or negligent acts or omissions of Indemnifying Party or its Personnel. Notwithstanding anything to the contrary in this Agreement, this Section 10.1 does not apply to any Claim (whether direct or indirect) for which a sole or exclusive remedy is provided for under another section of this Agreement, including Section 3.3, and Section 8.3.

10.2 Exceptions and Limitations on Indemnification. Notwithstanding anything to the contrary in this Agreement, an Indemnifying Party is not obligated to indemnify an Indemnified Party against any Claim if such Claim or corresponding Losses arise out of or result from, in whole or in part, the Indemnified Party's or its Personnel's: (a) negligent or more culpable act or omission (including recklessness or willful misconduct); or (b) material breach of the terms and conditions of this Agreement.

10.3 EXCLUSIVE REMEDY. THIS SECTION 9 SETS FORTH THE ENTIRE LIABILITY AND OBLIGATION OF SUPPLIER AND EACH INDEMNIFYING PARTY AND THE SOLE AND EXCLUSIVE REMEDY FOR EACH INDEMNIFIED PARTY AND BUYER INDEMNIFIED PARTY FOR ANY DAMAGES COVERED BY THIS SECTION 9.

11. Limitation of Liability.

11.1 NO LIABILITY FOR CONSEQUENTIAL OR INDIRECT DAMAGES. IN NO EVENT SHALL EITHER PARTY BE LIABLE FOR INDIRECT, SPECIAL, INCIDENTAL OR CONSEQUENTIAL DAMAGES, REGARDLESS OF (A) WHETHER SUCH DAMAGES WERE FORESEEABLE, (B) WHETHER OR NOT THE OTHER PARTY WAS ADVISED OF THE POSSIBILITY OF SUCH DAMAGES AND (C) THE LEGAL OR EQUITABLE THEORY (CONTRACT, TORT OR OTHERWISE) UPON WHICH THE CLAIM IS BASED, AND NOTWITHSTANDING THE FAILURE OF ANY AGREED OR OTHER REMEDY OF ITS ESSENTIAL PURPOSE.

11.2 MAXIMUM LIABILITY FOR DAMAGES. IN NO EVENT SHALL EITHER PARTY'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 FIFTY PERCENT (50%) OF THE TOTAL OF THE AMOUNTS PAID TO SUPPLIER PURSUANT TO THIS AGREEMENT.

12. Miscellaneous.

12.1 Further Assurances. Upon either Party's reasonable request, the other Party shall, at its sole cost and expense, execute and deliver all such further documents and instruments, and take all such further acts, necessary to give full effect to this Agreement.

12.2 Relationship of the Parties. The relationship between Supplier and Buyer is solely that of vendor and vendee, and they are independent contracting parties. Nothing in this Agreement creates any agency, joint venture, partnership, or other form of joint enterprise, employment, or fiduciary relationship between the Parties. Neither Party has any express or implied right or authority to assume or create any obligations on behalf of or in the name of the other Party or to bind the other Party to any contract, agreement, or undertaking with any third party.

12.3 Entire Agreement. This Agreement, including and together with the Basic Purchase Order Terms and any related exhibits and schedules, constitutes the sole and entire agreement of the Parties with respect to the subject matter contained herein and therein and supersedes all prior and contemporaneous understandings, agreements, representations, and warranties, both written and oral, with respect to such subject matter.

12.4 Survival; Statute of Limitations. Subject to the limitations and other provisions of this Agreement: (a) the representations and warranties of the Parties contained herein will survive the expiration or earlier termination of this Agreement for a period of twelve (12) months after such expiration or termination; and (b) any term of this Agreement that, in order to give proper effect to its intent, should survive such expiration or termination, will survive the expiration or earlier termination of this Agreement for the period specified therein, or if nothing is specified for a period of twelve (12) months after such expiration or termination. All other provisions of this Agreement will not survive the expiration or earlier termination of this Agreement. Notwithstanding any right under any applicable statute of limitations to bring a claim, no Action based upon or arising in any way out of this Agreement may be brought by either Party after the expiration of the applicable survival and the Parties waive the right to file any such Action after the expiration of the applicable

survival or other period; provided, however, that the foregoing waiver and limitation do not apply to the collection of any amounts due to Supplier under this Agreement.

12.5 Notices. All notices, requests, consents, claims, demands, waivers, and other communications under this Agreement (each, a “**Notice**”) must be in writing and addressed to the other Party at its address set forth below (or to such other address that the receiving Party may designate from time to time in accordance with this section). All Notices must be delivered by email, personal delivery, nationally recognized overnight courier, certified or registered mail (in each case, return receipt requested, postage prepaid, or email). Except as otherwise provided in this Agreement, a Notice is effective only (a) on receipt by the receiving Party, and (b) if the Party giving the Notice has complied with the requirements of this Section.

Notice to Supplier:

3834 Vanguard Drive, Fort Wayne, IN 46809

Facsimile: (260) 747-9505

E-mail: ap@absmach.com

Website: www.absolutemachiningllc.com

Attention: Stephanie Naish, Controller

Notice to Buyer:

[BUYER ADDRESS]

Facsimile: [FAX NUMBER]

E-mail: [E-MAIL ADDRESS]

[Website: [WEBSITE ADDRESS]]

Attention: [TITLE OF OFFICER TO RECEIVE NOTICES]

12.6 Interpretation. For purposes of this Agreement: (a) the words “include,” “includes” and “including” are deemed to be followed by the words “without limitation”; (b) the word “or” is not exclusive; (c) the words “herein,” “hereof,” “hereby,” “hereto” and “hereunder” refer to this Agreement as a whole; (d) words denoting the singular have a comparable meaning when used in the plural, and vice-versa; and (e) words denoting any gender include all genders. Unless the context otherwise requires, references in this Agreement: (x) to sections, exhibits, schedules, attachments, and appendices mean the sections of, and exhibits, schedules, attachments and appendices attached to, this Agreement; (y) to an agreement, instrument or other document means such agreement, instrument or other document as amended, supplemented and modified from time to time to the extent permitted by the provisions thereof; and (z) to a statute means such statute as amended from time to time and includes any successor legislation thereto and any regulations promulgated thereunder. The Parties drafted this Agreement without regard to any presumption or rule requiring construction or interpretation against the Party drafting an instrument or causing any instrument to be drafted. The exhibits, schedules, attachments, and appendices referred to herein are an integral part of this Agreement to the same extent as if they were set forth verbatim herein.

12.7 Headings. The headings in this Agreement are for reference only and do not affect the interpretation of this Agreement.

12.8 Severability. If any term or provision of this Agreement is invalid, illegal, or unenforceable in any jurisdiction, such invalidity, illegality or unenforceability does not affect any other term or provision of this Agreement or invalidate or render unenforceable such term or provision in any other jurisdiction. Upon a determination that any term or provision is invalid, illegal or unenforceable, the court may modify this Agreement to effect the original intent of the Parties as closely as possible in order that the transactions contemplated hereby be consummated as originally contemplated to the greatest extent possible.

12.9 Amendment and Modification. No amendment to this Agreement is effective unless it is in writing and executed by each Party.

12.10 Waiver. No waiver under this Agreement is effective unless it is in writing, identified as a waiver to this Agreement and signed by the Party waiving its right. Any waiver authorized on one occasion is effective only in that instance and only for the purpose stated, and does not operate as a waiver on any future occasion. None of the following constitutes a waiver or estoppel of any right, remedy, power, privilege, or condition arising from this Agreement: (i) any failure or delay in exercising any right, remedy, power or privilege or in enforcing any condition under this Agreement; or (ii) any act, omission, or course of dealing between the Parties.

12.11 Cumulative Remedies. All rights and remedies provided in this Agreement are cumulative and not exclusive, and the exercise by either Party of any right or remedy does not preclude the exercise of any other rights or remedies that may now or subsequently be available at law, in equity, by statute, in any other agreement between the Parties or otherwise. Notwithstanding the previous sentence, the Parties intend that the Parties’ rights under Section 3.3, Section 8.3, and each of the Parties’ rights under Section 9 are such Party’s exclusive remedies for the events specified therein.

12.12 Assignment. Neither party shall delegate any duties nor assign any rights or claims under this Agreement or any Purchase Order without prior written consent of the other party and any assignment hereunder, in whole or in part, or monies due or to become due, shall be void unless such party has obtained the other party’s prior written consent.

12.13 Successors and Assigns. This Agreement is binding on and inures to the benefit of the Parties and their respective permitted successors and permitted assigns.

12.14 No Third-Party Beneficiaries. This Agreement benefits solely the parties to this Agreement and their respective permitted successors and permitted assigns, and nothing in this Agreement, express or implied, confers on any other Person any legal or equitable right, benefit or remedy of any nature whatsoever under or by reason of this Agreement.

12.15 Governing Law. This Agreement, including all exhibits, schedules, attachments and appendices attached hereto and thereto, and all matters arising out of or relating to this Agreement, are governed by and construed in accordance with, the Laws of the State of Indiana, without regard to the conflict of laws provisions thereof.

12.16 Choice of Forum. Each Party irrevocably and unconditionally agrees that it shall not commence any action, litigation or proceeding of any kind whatsoever against the other Party in any way arising from or relating to this Agreement, in any forum other than federal or state court located in the State of Indiana. Each Party agrees that a final judgment in any such action, litigation, or proceeding is conclusive and may be enforced in other jurisdictions by suit on the judgment or in any other manner provided by Law.

12.17 Waiver of Jury Trial. Each Party acknowledges and agrees that any controversy that may arise under this Agreement, including any exhibits, schedules, attachments, and appendices attached to this Agreement, is likely to involve complicated and difficult issues and, therefore, each such Party irrevocably and unconditionally waives any right it may have to a trial by jury in respect of any legal action arising out of or relating to this Agreement, including any exhibits, schedules, attachments, and appendices attached to this Agreement, or the transactions contemplated hereby.

12.18 Counterparts. This Agreement may be executed in counterparts, each of which is deemed an original, but all of which together are deemed to be one and the same agreement. A signed copy of this Agreement delivered by facsimile, e-mail, or other means of electronic transmission is deemed to have the same legal effect as delivery of an original signed copy of this Agreement.

12.19 Force Majeure. No Party shall be liable or responsible to the other Party, or be deemed to have defaulted under or breached this Agreement, for any failure or delay in fulfilling or performing any term of this Agreement (except for any obligations of Buyer to make payments to Supplier hereunder), when and to the extent such failure or delay is caused by or results from acts beyond the impacted party's ("**Impacted Party**") reasonable control, including, without limitation, the following force majeure events ("**Force Majeure Event(s)**"): (a) acts of God; (b) flood, fire, earthquake, or explosion; (c) war, invasion, hostilities (whether war is declared or not), terrorist threats or acts, riot or other civil unrest; (d) government order, law, or actions; (e) embargoes or blockades in effect on or after the date of this Agreement; (f) national or regional emergency; (g) strikes, labor stoppages or slowdowns, or other industrial disturbances; and (h) other similar events beyond the reasonable control of the Impacted Party. The Impacted Party shall give notice within five (5) days of the Force Majeure Event to the other Party, stating the period of time the occurrence is expected to continue. In the event of a Force Majeure Event, all outstanding amounts owed from Buyer to Supplier shall continue to be due and payable pursuant to the terms of this Agreement. The Impacted Party shall use diligent efforts to end the failure or delay and ensure the effects of such Force Majeure Event are minimized. The Impacted Party shall resume the performance of its obligations as soon as reasonably practicable after the removal of the cause. In the event that the Impacted Party's failure or delay remains uncured for a period of thirty (30) consecutive days following written notice given by either Party may thereafter terminate this Agreement upon ten (10) days' written notice.

*[Signature Page Follows]*

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement as of the date first set forth above.

ABSOLUTE MACHINING LLC

By \_\_\_\_\_

Name:

Title:

[BUYER NAME]

By \_\_\_\_\_

Name:

Title:

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## Definitions

“**Action**” means any claim, action, cause of action, demand, lawsuit, arbitration, inquiry, audit, notice of violation, proceeding, litigation, citation, summons, subpoena or investigation of any nature, civil, criminal, administrative, regulatory, or other, whether at law, in equity or otherwise.

“**Affiliate**” of a Person means any other Person that directly or indirectly, through one or more intermediaries, Controls, is Controlled by, or is under common Control with, such Person.

“**Basic Purchase Order Terms**” means, collectively, any one or more of the following terms specified by Buyer in a Purchase Order pursuant to Section 2.1: (a) a list of the Materials to be purchased; (b) the quantity of each of the Materials ordered; (c) the Requested Delivery Date; (d) the unit Price for each of the Materials to be purchased; (e) the billing address; and (f) the Delivery Location. For the avoidance of doubt, the term “Basic Purchase Order Terms” does not include any general terms or conditions of any Purchase Order.

“**Business Day**” means any day except Saturday, Sunday, or any other day on which commercial banks located in the State of Indiana are authorized or required by Law to be closed for business.

“**Claim**” means any Action brought against a Person entitled to indemnification under Section 9.

“**Control**” (and with correlative meanings, the terms “Controlled by” and “under common Control with”) means, with respect to any Person, the possession, directly or indirectly, of the power to direct or cause the direction of the management or policies of another Person, whether through the ownership of voting securities, by contract, or otherwise.

“**Delivery Location**” means the street address for delivery of the Materials specified in the applicable Purchase Order.

“**Governmental Authority**” means any federal, state, local or foreign government or political subdivision thereof, or any agency or instrumentality of such government or political subdivision, or any self-regulated organization or other non-governmental regulatory authority or quasi-governmental authority (to the extent that the rules, regulations or orders of such organization or authority have the force of Law), or any arbitrator, court or tribunal of competent jurisdiction.

“**Governmental Order**” means any order, writ, judgment, injunction, decree, stipulation, award, or determination entered by or with any Governmental Authority.

“**Law**” means any statute, law, ordinance, regulation, rule, code, constitution, treaty, common law, Governmental Order, or other requirement or rule of law of any Governmental Authority.

“**Materials**” means the materials identified on Schedule 1 of a Purchase Order and described in the Specifications attached to a Purchase Order.

“**Nonconforming Materials**” means any Materials received by Buyer from Supplier pursuant to a Purchase Order that do not fully conform to the Specifications or the product warranty set forth in Section 8.1.

“**Person**” means any individual, partnership, corporation, trust, limited liability entity, unincorporated organization, association, Governmental Authority, or any other entity.

“**Personnel**” of a Party means any agents, employees, contractors, or subcontractors engaged or appointed by such Party.

“**Purchase Order**” means Buyer’s purchase order issued to Supplier hereunder, including all terms and conditions attached to, or incorporated into, such purchase order.

“**Representatives**” means a Party’s Affiliates and each of their respective Personnel, officers, directors, partners, shareholders, attorneys, third-party advisors, successors, and permitted assigns.

“**Requested Delivery Date**” means the requested delivery date for Materials ordered hereunder that is set forth in a Purchase Order.

“**Specifications**” means the specifications for the Materials attached to a Purchase Order as Exhibit A.

“**Taxes**” means any and all present and future sales, income, stamp, and other taxes, levies, imposts, duties, deductions, charges, fees or withholdings imposed, levied, withheld, or assessed by any Governmental Authority, together with any interest or penalties imposed thereon.

“**Trademarks**” means all rights in and to US and foreign trademarks, service marks, trade dress, trade names, brand names, logos, corporate names and domain names, and other similar designations of source, sponsorship, association, or origin, together with the goodwill symbolized by any of the foregoing, in each case whether registered or unregistered and including all registrations and applications for, and renewals or extensions of, such rights and all similar or equivalent rights or forms of protection in any part of the world.

“**US**” means the United States of America