

TERMS AND CONDITIONS

Effective September 24, 2026

1. GENERAL. L. Miller & Son, Inc. d/b/a LMS Metal Sales (“Seller”) and the purchaser (“Buyer”) named on the face of the Quotation, Sales Order, Order Acknowledgment, or Invoice (collectively, the “Agreement”) agree that the following Terms and Conditions apply to all materials, goods, products, and processing services (collectively, the “Goods and Services”) identified in the Agreement or subsequently ordered pursuant to the Agreement.

2. ACCEPTANCE/SOLE TERMS. Seller's acceptance of any order is expressly conditioned upon Buyer's assent to these Terms and Conditions. Seller objects to and rejects any additional or different terms contained in any purchase order, acknowledgment, specification, electronic purchasing portal, or other document submitted by Buyer unless Seller expressly agrees to such additional or different terms in a writing signed by an officer of Seller.

Buyer's acceptance of any Goods or Services supplied by or on behalf of Seller shall constitute acceptance of these Terms and Conditions. If Buyer retains possession of Goods for ten (10) days or longer following receipt, or uses, processes, machines, alters, installs, resells, or otherwise exercises ownership or control over the Goods at any time following receipt, Buyer shall be deemed to have expressly assented to these Terms and Conditions without condition or qualification.

3. PRICE. All prices are F.O.B. Seller's plant unless otherwise specifically stated in the Agreement. Prices are subject to change without notice in the event of: (i) alterations in specifications, quantities, designs, or delivery schedules; (ii) increases in the cost of fuel, power, raw materials, purchased products, labor, freight, alloy surcharges, or other costs; or (iii) foreign or domestic legislation, governmental action, tariffs, duties, taxes, or other governmental charges that increase Seller's cost of purchasing, processing, warehousing, or selling the Goods or providing the Services.

P.I.E. — PRICE IN EFFECT: Due to commodity fluctuations, mill price increases, alloy surcharges, tariffs, and other market conditions, Seller reserves the right to increase or decrease prices to the price in effect at the time of shipment.

No discount shall be allowed unless specifically stated in the Agreement. Buyer agrees to pay a delinquency charge of one and one-half percent (1½%) per month on all amounts not paid when due or, if such rate exceeds the maximum rate permitted by applicable law, the maximum lawful rate. If, in Seller's judgment, Buyer's financial condition does not justify continuation of production, processing, or shipment on the specified payment terms, Seller may require full or partial payment in advance. The due date shall be stated on each invoice.

4. MATERIALS; PROCESSING WARRANTY; MANUFACTURER WARRANTIES.

(a) Raw Materials and Purchased Goods. Seller is a distributor and **does not manufacture the raw materials or other purchased Goods that it sells.** Except as expressly stated in writing by Seller, Seller makes no independent warranty concerning the manufacture, metallurgy, chemistry, mechanical properties, or other characteristics of raw materials or other Goods manufactured by third parties. Such Goods are sold subject only to the warranties, if any, provided by their respective manufacturers.

Where Seller furnishes mill test reports, material test reports, certificates of conformance, or other manufacturer certifications ("MTRs"), Seller furnishes such documents as received from the mill, manufacturer, or other supplier. Unless expressly agreed in writing, Seller does not independently test or certify the chemistry, mechanical properties, metallurgy, or other characteristics reported in an MTR.

(b) Processing Services. Seller warrants that waterjet cutting, sawing, and other processing services performed by Seller will substantially conform to the specifications expressly accepted by Seller in writing. This warranty shall extend for ninety (90) days following shipment.

(c) Disclaimer of Other Warranties. THE FOREGOING WARRANTIES ARE EXPRESSLY IN LIEU OF ALL OTHER WARRANTIES, EXPRESS OR IMPLIED. TO THE MAXIMUM EXTENT PERMITTED BY LAW, SELLER DISCLAIMS ALL OTHER WARRANTIES, INCLUDING ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.

No affirmation, representation, statement, sample, or course of dealing by Seller shall constitute a warranty unless expressly incorporated into the Agreement in writing by an authorized representative of Seller.

(d) Subsequent Processing and Intended Use. Unless expressly agreed in writing, Seller does not warrant that any material or Goods will be suitable for anodizing, plating, painting, coating, heat treatment, welding, forming, machining, polishing, cosmetic finishing, or any other subsequent manufacturing, fabrication, or finishing operation.

Seller does not warrant any particular cosmetic appearance, surface finish, color uniformity, grain appearance, absence of streaking or discoloration, or response to subsequent processing unless such requirement is expressly stated in Seller's written quotation or order acknowledgment.

Buyer is responsible for determining the suitability of the Goods for Buyer's intended application and subsequent processing.

(e) Exclusive Remedy. If Seller determines that Goods or Services are nonconforming, Seller shall, at its option: (i) replace the nonconforming Goods; (ii) reperform or correct the

nonconforming Services; (iii) refund the purchase price attributable to the nonconforming Goods or Services; or (iv) provide Buyer a reasonable allowance.

The parties expressly agree that Buyer's sole and exclusive remedy against Seller shall be one of the foregoing remedies selected by Seller. Such exclusive remedy shall not be deemed to have failed of its essential purpose so long as Seller is willing and able to provide one of the foregoing remedies.

(f) Warranty Claims. Any warranty claim shall be deemed waived unless submitted to Seller in writing within the earlier of: (i) thirty (30) days after Buyer discovered, or by reasonable inspection should have discovered, the alleged nonconformity; or (ii) ninety (90) days following shipment.

Any action for breach of warranty must be commenced within one (1) year after the alleged breach was discovered or reasonably should have been discovered, whichever occurs first.

5. LIMITATION OF LIABILITY. TO THE MAXIMUM EXTENT PERMITTED BY LAW, SELLER'S LIABILITY, WHETHER ARISING IN CONTRACT, WARRANTY, NEGLIGENCE, STRICT LIABILITY, OR OTHERWISE, FOR GOODS, PROCESSING SERVICES, OR OTHER PERFORMANCE UNDER THIS AGREEMENT SHALL BE LIMITED, AT SELLER'S OPTION, TO REPLACEMENT OF NONCONFORMING GOODS, REPERFORMANCE OR CORRECTION OF NONCONFORMING SERVICES, REFUND OF THE PURCHASE PRICE ATTRIBUTABLE TO THE NONCONFORMING GOODS OR SERVICES, OR A REASONABLE ALLOWANCE.

At Seller's request, Buyer shall return allegedly nonconforming Goods to Seller's plant at Buyer's expense for inspection.

6. DISCLAIMER OF CONSEQUENTIAL AND INCIDENTAL DAMAGES. TO THE MAXIMUM EXTENT PERMITTED BY LAW, IN NO EVENT SHALL SELLER BE LIABLE FOR CONSEQUENTIAL, INCIDENTAL, SPECIAL, EXEMPLARY, OR PUNITIVE DAMAGES ARISING OUT OF OR RELATING TO THE AGREEMENT, THE GOODS, OR THE SERVICES, WHETHER ARISING IN CONTRACT, WARRANTY, NEGLIGENCE, STRICT LIABILITY, OR OTHERWISE.

Such damages include, without limitation, loss of use, production, business, revenue, income, or profit; downtime; machining, finishing, anodizing, coating, heat-treatment, assembly, removal, rework, sorting, inspection, or replacement costs; damage to other property; and claims asserted against Buyer by third parties.

7. ACCEPTANCE OF GOODS; INSPECTION; DELIVERY AND TRANSPORTATION. Buyer shall inspect the Goods immediately upon receipt. Claims for shortages, shipping damage, incorrect material, quantity discrepancies, or other defects or nonconformities reasonably discoverable upon inspection must be submitted to Seller in writing within forty-eight (48)

hours after receipt. In the absence of timely written notice, such matters shall be deemed accepted and waived.

Claims involving latent defects not reasonably discoverable upon receipt shall be governed by Section 4(f).

Buyer shall not machine, cut, anodize, coat, alter, incorporate, or otherwise process Goods that Buyer contends are visibly or otherwise reasonably discoverably nonconforming without first notifying Seller and affording Seller a reasonable opportunity to inspect the Goods. Buyer's processing or alteration of Goods after discovery of an alleged nonconformity may constitute acceptance of the Goods and waiver of the claim to the extent permitted by applicable law.

In the absence of shipping and packing instructions, Seller may select the carrier and method of packing. Seller shall not be responsible for insuring shipments unless Buyer specifically requests insurance, in which event insurance shall be obtained at Buyer's expense and stated valuation.

8. TITLE AND RISK OF LOSS. Title to and risk of loss of Goods pass to Buyer upon Seller's delivery of the Goods to the carrier. Claims for loss or damage occurring during transportation shall be made by Buyer directly against the carrier.

9. CREDIT TERMS. All orders and shipments are subject to approval by Seller's Credit Department. Seller reserves the right to decline or suspend shipment or processing whenever Seller has reasonable doubt concerning Buyer's financial responsibility. Seller shall not be liable for breach or nonperformance resulting from the exercise of this right.

10. SECURITY INTEREST. To secure prompt payment of the purchase price and all other obligations owed to Seller, Buyer grants Seller a purchase-money security interest in Goods purchased from Seller and all identifiable proceeds thereof (the "Collateral"). Buyer agrees to execute and deliver financing statements and other documents reasonably requested by Seller to perfect or protect Seller's security interest.

11. COSTS OF COLLECTION AND ENFORCEMENT. If Seller incurs legal expenses or other costs in connection with: (i) collecting amounts due under the Agreement; (ii) enforcing Seller's rights against Buyer or any person obligated to Seller; (iii) protecting, preserving, recovering, or disposing of Goods or Collateral; or (iv) litigation, arbitration, proceedings, or disputes arising from or relating to the Agreement, Goods, Services, or Collateral, Buyer shall pay Seller's reasonable costs and expenses, including reasonable attorneys' fees, to the extent permitted by applicable law.

Seller may revoke or suspend credit extended to Buyer if Buyer fails to make payment when due or for other commercially reasonable cause.

12. TAXES. All sales, use, excise, or similar taxes, export charges, tariffs, duties, fees, levies, or surcharges imposed in connection with the production, purchase, processing, sale, delivery, or use of the Goods or Services, except taxes measured by Seller's net income, shall be paid by Buyer. If Seller pays or is required to collect any such amount, it shall be added to the amount payable by Buyer unless Buyer timely provides Seller with a valid exemption certificate.

13. PACKAGING. Prices are based upon Seller's standard commercial packaging. Seller may package Goods on pallets, in bulk, or in individual containers as Seller considers appropriate for commercial transportation. Special packaging requested by Buyer shall be provided only if accepted by Seller and shall be at Buyer's expense.

14. DELAYS AND FORCE MAJEURE. Unless expressly stated otherwise, stock Goods will be shipped as soon as commercially practicable, and Goods not in stock will be shipped as soon as reasonably available. All delivery dates are estimates.

Seller shall not be liable for delay or nonperformance resulting from strikes, labor shortages, fires, floods, natural disasters, riots, acts of God, acts or omissions of Buyer, shortages of fuel, power, raw materials, supplies, transportation or manufacturing capacity, governmental actions, tariffs or import restrictions, mill or supplier delays, carrier delays, equipment breakdowns, or any other cause beyond Seller's reasonable control.

In the event of such delay or nonperformance, Seller may, without liability, extend the time for performance or cancel all or any portion of the affected order.

15. TERMINATION, CANCELLATION AND CHANGES. Orders may not be terminated, cancelled, modified, or deferred after Seller's acceptance except with Seller's written consent signed by an officer of Seller. No oral agreement, email, purchase-order notation, or other communication purporting to terminate, cancel, or modify an accepted order shall bind Seller unless expressly accepted in such a writing.

Any permitted termination, cancellation, modification, or deferment shall be subject to reasonable charges for expenses incurred, material purchased, processing performed, and commitments made by Seller or its suppliers.

Buyer shall remain obligated to accept Goods completed or shipped before Seller's written approval of cancellation. Custom-cut, custom-processed, specially ordered, or non-stock Goods may not be cancelled after production or processing has begun unless Seller expressly agrees otherwise in writing.

15(a). DXF / SEMI-FINISHED PARTS DISCLAIMER. Buyer acknowledges and agrees that all waterjet cutting services are performed solely on the basis of the DXF or other electronic CAD file supplied or expressly approved by Buyer. The DXF or other designated

electronic CAD file shall constitute the **controlling design document** for all cutting operations.

Any PDF drawings, prints, sketches, notes, specifications, or other supplemental documents supplied by Buyer are accepted solely as reference materials and may be reviewed by Seller for limited purposes, including identification of material type, alloy, grade, thickness, quantity, or general project context. Seller assumes no obligation to compare, verify, reconcile, or identify discrepancies between the controlling DXF or CAD file and any PDF drawing or other supplemental document.

Buyer is solely responsible for ensuring that all DXF and other CAD files are accurate, complete, current, and suitable for Buyer's intended application, including all dimensions, tolerances, geometry, hole locations, profiles, quantities, and overall design integrity.

Seller provides waterjet-cut **semi-finished blanks** only and does not provide machining, finish machining, engineering, design review, dimensional verification to finished-part specifications, or finished parts unless expressly agreed in writing.

Buyer acknowledges that additional machining, finishing, inspection, and quality verification may be required after delivery and is solely responsible for determining and performing such operations.

Seller shall not be liable for errors, omissions, dimensional issues, design defects, incompatibilities, or discrepancies resulting from Buyer-provided or Buyer-approved files or from differences between the controlling DXF or CAD file and any accompanying PDF drawing or other documentation.

If Seller supplies Buyer with a proof, layout, nesting diagram, drawing, or other pre-production representation for approval, Buyer's approval constitutes confirmation that the geometry and configuration shown are acceptable for production.

Seller's voluntary review of any Buyer-supplied document, or Seller's identification of an apparent error or discrepancy on any occasion, **shall not create or imply a duty to review, compare, verify, or identify errors or discrepancies on that or any subsequent order.**

Buyer shall indemnify, defend, and hold Seller harmless from claims, losses, damages, costs, and expenses, including reasonable attorneys' fees, arising from errors, defects, omissions, or inaccuracies in Buyer-provided or Buyer-approved designs, specifications, DXF files, CAD files, drawings, or other technical information, except to the extent directly caused by Seller's failure to perform the cutting operation in accordance with the controlling DXF or CAD file.

16. RETURNED PRODUCTS. No delivered Goods may be returned without Seller's prior written authorization. Handling, inspection, restocking, repackaging, and freight charges may be assessed as applicable. In no event shall the restocking charge be less than twenty percent (20%) of the purchase price of the returned Goods.

Authorized returns must be shipped to Seller prepaid and must be in excellent resale condition. Custom-cut, custom-processed, specially ordered, or non-stock Goods are not returnable unless Seller expressly agrees otherwise in writing.

17. NO WAIVER. Seller's forbearance or failure to enforce any provision of the Agreement or exercise any right arising from Buyer's default shall not constitute a waiver of that provision or right or impair Seller's right to enforce it with respect to any existing or subsequent default.

18. SEVERABILITY. If any provision of the Agreement is held invalid or unenforceable, that provision shall be enforced to the maximum extent permitted by law, and the remaining provisions shall remain in full force and effect.

19. ASSIGNMENT. The Agreement shall bind and inure to the benefit of the respective successors and permitted assigns of Buyer and Seller. Buyer may not assign or transfer the Agreement or any rights or obligations under it without Seller's prior written consent signed by an officer of Seller.

20. GOVERNING LAW; JURISDICTION AND VENUE. The Agreement shall be governed by and construed under the laws of the State of Alabama, without regard to conflict-of-laws principles.

Any action or proceeding arising directly or indirectly out of or relating to the Agreement, Goods, or Services shall be brought exclusively in the state courts located in Madison County, Alabama, or the United States District Court for the Northern District of Alabama, Northeastern Division, as applicable. Buyer and Seller consent to the personal jurisdiction of such courts and waive any objection to venue therein.

21. DISPUTE RESOLUTION. Before commencing litigation, Buyer and Seller should attempt in good faith to resolve any dispute or claim arising from or relating to the Agreement through discussions between authorized representatives of the parties; provided, however, that nothing in this Section shall prevent Seller from taking immediate action to collect past-due amounts, preserve or enforce security interests, seek injunctive relief, or protect its legal rights when reasonably necessary.

22. ENTIRE AGREEMENT. Upon Seller's acceptance of Buyer's order, the Agreement, including these Terms and Conditions and any specifications expressly accepted by Seller in writing, constitutes the entire agreement between Buyer and Seller concerning the

subject matter thereof and supersedes prior or contemporaneous oral or written representations, proposals, communications, or understandings relating thereto.

No amendment, modification, or waiver of the Agreement shall be binding upon Seller unless contained in a writing signed by an officer of Seller.
