

AIM PROCESSING, LLC

TERMS AND CONDITIONS OF SALE

1. Purpose and Applicability

These Terms and Conditions of Sales apply to all sales of products, tooling, and services provided by AIM Processing, LLC ("AIM") unless otherwise expressly agreed to in writing by an authorized representative of AIM.

These terms govern all quotations, purchase orders, order acknowledgments, invoices, and transactions between AIM and Customer. Acceptance of AIM's quotation, purchase order acknowledgment, delivery of products, or payment of any invoice constitutes Customer's acceptance of these terms. Any terms or conditions contained in Customer's purchase order or other documentation that conflict with these terms shall not apply unless expressly accepted in writing by AIM.

2. Quotations and Pricing

All quotations are based upon information provided by Customer, including product drawings, CAD files, specifications, material requirements, annual volumes, quality requirements, packaging requirements, and delivery expectations.

Unless otherwise stated, quotations are valid for thirty (30) days from the date issued.

AIM reserves the right to revise pricing if project requirements change, including changes to product design, quantities, materials, packaging requirements, manufacturing processes, engineering requirements, supplier costs, or delivery expectations.

3. Resin and Raw Material Pricing Adjustments

Pricing for products manufactured by AIM is based upon current resin and raw material market conditions, including prevailing market indices, supplier pricing, and material availability.

Material costs are subject to change based upon supplier pricing, market fluctuations, availability, tariffs, duties, and other factors outside of AIM's control.

In the event of a significant change in resin or raw materials costs, defined as an increase or decrease of five percent ($\pm 5\%$) or greater, AIM reserves the right to adjust product pricing accordingly.

AIM will provide reasonable notice of applicable pricing adjustments prior to implementation when practicable.

4. Tooling Terms and Payment Requirements

Unless otherwise stated, tooling payment terms are as follows. For tooling valued over \$5,000, fifty percent (50%) of the tooling cost is due upon receipt of the purchase order and final approved 3D CAD data files. The remaining fifty percent (50%) is due upon receipt of tooling samples.

For tooling valued at \$5,000 or less, standard approved customer payment terms apply.

Tooling fabrication will begin after receipt of the required documentation, approved CAD files, purchase order, and applicable payment.

5. Tooling Ownership and Maintenance

Customer-owned tooling remains the property of Customer upon payment in full unless otherwise agreed upon in writing. AIM reserves the right to retain possession of tooling until all outstanding balances associated with tooling, products, or services have been paid in full.

AIM will exercise reasonable care in maintaining tooling but is not responsible for normal wear, deterioration, or damage resulting from normal production use.

Tooling repairs, modifications, engineering changes, refurbishment, or replacement tooling resulting from normal wear, Customer-requested changes, or product revisions may require additional charges.

Tooling that remains inactive for an extended period may be subject to storage or preservation fees following notification to Customer.

6. Tooling Shipping, Duties, and Import Costs

Tooling pricing does not include shipping, customs duties, taxes, brokerage fees, or other import-related expenses unless specifically stated.

For budgeting purposes only, China sample shipments are estimated between \$500 and \$2,000 per shipment. Tool shipping and duties are estimated between \$3,000 and \$5,000. AIM will make reasonable efforts to consolidate shipments when practical to minimize costs.

Due to volatility in freight rates, tariffs, duties, brokerage fees, and import expenses, actual costs incurred may be higher or lower than estimates provided. Actual expenses will be invoiced accordingly.

These estimates are provided for budgetary purposes only and are not guaranteed.

7. Delivery and Shipment Terms

Pricing is based on a single delivery shipment unless otherwise specified.

Customer requests for split shipments, multiple releases, alternate delivery schedules, or special handling requirements may result in additional charges for packaging, handling, storage, administrative requirements, or additional freight expenses.

Delivery dates are estimates only. AIM will make commercially reasonable efforts to meet requested schedules but shall not be responsible for delays outside of AIM's reasonable control.

8. Shipping and Risk of Loss

Unless otherwise agreed upon in writing, shipments are FOB Origin from AIM Processing's facility. Risk of loss transfers to Customer upon shipment.

Freight charges may be prepaid and added to the invoice, shipped collect, billed to a Customer-provided account, or otherwise handled according to the agreed shipping terms.

Customer is responsible for reviewing shipments upon receipt and initiating any claims for loss, damage, or shortages, directly with the carrier when applicable.

9. Customer-Supplied Materials

Customer-supplied materials, components, inserts, or packaging must meet agreed specifications. Customer is responsible for ownership, availability, quality, and timely delivery of customer-supplied materials.

AIM is not responsible for delays, scrap, or quality issues resulting from defective, damaged, delayed, or nonconforming customer-supplied materials.

Any unused customer-supplied material remaining after completion of production will be handled according to mutually agreed instructions.

10. Product Design Responsibility

Unless specifically contracted to provide engineering design services, AIM manufactures products according to Customer-provided drawings, specifications, and requirements.

Customer remains responsible for product design, intended use, regulatory compliance, product performance requirements, and final validation requirements.

11. Inspection and Acceptance

Customer shall inspect products promptly upon receipt.

Claims relating to shortages, shipping damage, or nonconforming products must be submitted in writing within ten (10) business days following delivery.

Failure to notify AIM within this timeframe constitutes acceptance of the products.

No products may be returned without prior written authorization from AIM.

12. Returns

Returns may be accepted within thirty (30) calendar days from the date of shipment and require prior written authorization from AIM.

Unauthorized returns may be refused.

Approved returns must be shipped according to AIM's instructions and may be subject to inspection, restocking, handling, or administrative charges.

13. Warranty

AIM warrants that products manufactured by AIM will conform to mutually agreed specifications at the time of shipment.

AIM's sole obligation for valid warranty claims shall be, at AIM's discretion, to repair the product, replace the product, or issue credit for the affected product.

This warranty does not apply to products that have been improperly handled, stored, modified, assembled, or used outside their intended application.

AIM does not warrant that products will meet Customer requirements for a particular application unless such requirements have been expressly agreed upon in writing.

14. Limitation of Liability

To the maximum extent permitted by law, AIM shall not be liable for indirect, incidental, special, consequential, or punitive damages, including but not limited to lost profits, lost production, business interruption, or recall costs.

AIM's total liability arising from any claim shall not exceed the purchase price of the affected products.

15. Intellectual Property and Confidentiality

Customer warrants that designs, drawings, specifications, and other information provided to AIM do not infringe upon the intellectual property rights of any third party.

Customer agrees to defend, indemnify, and hold AIM harmless from claims arising from Customer-provided designs, specifications, intellectual property, or proprietary information. Both parties agree to protect confidential and proprietary information disclosed during the business relationship and will not disclose such information except as required by law or authorized in writing.

16. Force Majeure

AIM shall not be responsible for delays or failure to perform caused by circumstances beyond its reasonable control, including natural disasters, fire, flood, labor disruptions, government actions, transportation interruptions, supplier interruptions, material shortages, utility failures, acts of war, or terrorism.

17. Cancellation

Orders accepted by AIM may not be cancelled without prior written approval from AIM.

Customer shall reimburse AIM for all costs incurred prior to cancellation, including raw materials, work-in-process, finished goods, tooling, engineering services, purchased components, and other expenses directly associated with the cancelled order.

18. Taxes and Payment Terms

Prices do not include applicable sales, use, excise, or governmental taxes unless otherwise stated.

Customer is responsible for all applicable taxes unless a valid exemption certificate has been provided to AIM.

Payment terms shall be as stated on AIM's quotation, invoice, or approved customer account terms.

19. Governing Law and Entire Agreement

These Terms shall be governed by the laws of the State of Colorado.

These Terms, together with AIM's quotation, purchase order acknowledgment, and any written agreement signed by both parties, represent the complete agreement between AIM and Customer regarding the applicable transaction and supersede any prior discussions or understandings related to the transaction.

AIM Processing, LLC

Custom Injection Molding & Manufacturing Solutions

Thank you for the opportunity to support your proj