# TRANTEK Automation Corp. & affiliates STANDARD TERMS, CONDITIONS AND 1 YEAR WARRANTY POLICY

**Agreement.** The proposal or order acknowledgment (collectively referred to as the Proposal) to which this statement of terms and conditions (Terms and Conditions) is attached supersedes all previous quotations, proposals, offers, and agreements between the purchaser identified in the Proposal (Purchaser) and TranTek Automation Corp. (including TranTek Systems), a Michigan corporation (the Company), with regard to its subject matter. The Terms and Conditions shall be deemed a material part of the Proposal. Purchaser's acceptance of the Proposal shall constitute an offer by Purchaser to the Company, and the Proposal shall become binding upon the Company providing Purchaser with a written order acknowledgment (Order Acknowledgment). Upon the Company providing Purchaser with the Order Acknowledgment, the Proposal and the Terms and Conditions shall form the binding contract between the Company and Purchaser (collectively referred to as the Agreement).

**Cancellation.** The Company shall have the absolute right to cancel the Agreement and refuse to complete its performance if at any time Purchaser: (1) fails, for any reason, to strictly comply with all terms and conditions governing the Agreement (including any requirements relating to prompt progress payments); or (2) becomes bankrupt, insolvent or suffers the appointment of a receiver. The Company shall also have the right to require Purchaser to provide the Company with collateral to secure Purchaser's payment of any amounts owed, or be owed, to the Company, if the Company experiences a good faith doubt with regard to Purchaser's ability to make prompt and complete payment of all amounts to the Company. If Purchaser fails to promptly provide such security, then the Company shall have the absolute right to cancel the Agreement and refuse to complete its performance. If the Company cancels any Agreement in reasonable reliance upon the circumstances described above, or if Purchaser should cancel any Agreement, in whole or in part, entered into with respect to all or part of the items quoted in the Proposal, then Purchaser shall promptly pay the Company: (a) all of the Company's labor costs (including those labor costs of any third party to which the Company subcontracted any portion of the work relating to the Proposal); (b) the cost of all materials charged to the canceled job; and (c) an amount equal to Fifteen percent (15%) of the full price as the liquidated damages to account for the Company's financial loss.

**Subcontractors.** The Company reserves the right to subcontract any work to any third party, which the Company, in its discretion, believes is capable of meeting the specified requirements quoted by the Company.

**Payment and Shipping Terms**. All prices are Net F.O.B. the Company. The payment terms shall be Net 30 days. Purchaser shall promptly pay the Company a service charge of One and one-half percent (1.5%) per month, or eighteen (18.0%) percent per year, on any unpaid account balance for all past due amounts. The service charge shall also apply to all unpaid progress payments, if any. Purchaser's failure to promptly and fully pay, when due, any amount owed to the Company shall relieve the Company from any shipment commitments described in the Agreement. If any aspect of the Company's work is delayed by Purchaser, including the Company's delay in performance as a result of Purchaser's non-payment, such delay shall not excuse Purchaser from any other payment obligations set forth in the Agreement.

**Security Interest.** To secure prompt payment of the purchase price of the goods sold to Purchaser under this Agreement, Purchaser grants to the Company a purchase money security interest in the goods purchased from the Company and all proceeds thereof (the Collateral). Company shall have all the rights and remedies of a secured party under applicable law upon Purchaser's default. Purchaser irrevocably authorizes the Company, at any time and from time to time, until Company has received payment in full under this Agreement, to file in any jurisdiction any initial financing statement, fixture filings and amendments thereto or other document(s) that (a) indicate that a security interest in the goods has been granted to the Company or words to similar effect and (b) contain any other information required by applicable law of the relevant jurisdiction as may be necessary or desirable to perfect the Company's security interest in such goods. Purchaser agrees to furnish such information to the Company promptly upon request. Purchaser also ratifies its authorization for the Company to have filed in any appropriate jurisdiction any initial financing statements or amendments thereto if filed prior to the date of delivery of the goods.

**Costs of Collection.** If, at any time or times, the Company incurs legal expenses or other costs and expenses in connection with: (a) any litigation, contest, suit, dispute, proceeding or action in any way relating to the Collateral; (b) any attempt by the Company to enforce any rights of the Company against Purchaser or any other person which may be obligated to the Company hereunder; or (c) any attempt to inspect, verify, protect, preserve, restore, collect, sell, liquidate or dispose of the Collateral; then, in such event, the expenses and costs (including the Company's actual attorney's fees) relating to any of the foregoing events or actions shall be payable by Purchaser upon the Company's demand and shall be considered additional obligations hereunder secured by the Collateral. The Company reserves the right to revoke any credit extended to Purchaser at any time because of Purchaser's failure to pay for any goods when due or for any reason deemed good and sufficient by the Company.

**Shipment.** The shipping dates the Company provides to Purchaser are approximate dates. The Company shall not be liable for any production or shipping delays due to strikes, inability to obtain materials, or other causes beyond the Company's direct control. In no event shall the Company be liable for any damages resulting from any delay of the Company's shipment to Purchaser. Purchaser shall be responsible for and promptly pay when due any storage charges incurred by the Company as a result of Purchaser's refusal to receive materials as scheduled by the Company.

**Drawings.** All drawings, charts, diagrams, and photos the Company submits with the Proposal are approximate and are provided only to indicate the general style, arrangement, and approximate dimensions of the product quoted. Nothing in the Proposal shall be interpreted as an understanding or agreement that the Company shall provide detailed or shop working drawings of any part of the product offered.

**Use of Information.** All drawings, charts, diagrams, photos and specifications forming a part of the Proposal and all prints, brochures, and other information the Company furnishes to Purchaser shall be confidential and intended only for confidential use by Purchaser. All such items shall remain the property of the Company and shall not be used by Purchaser without the Company's written consent. Purchaser shall promptly return all such items to the Company upon the Company's request. Purchaser shall be prohibited from reproducing, transmitting or disclosing to any person, other than Purchaser's duly authorized employees or agents, and then only for the limited purpose of and only to the extent necessary to permit the use of the equipment for its intended purpose.

**Specifications.** If Purchaser provides the Company with specifications, then the Company assumes no responsibility for: (a) the accuracy or suitability of the specifications; (b) the performance of any apparatus or part built in conformity to such specifications; or (c) any patent infringement of such apparatus or part of such apparatus. If Purchaser requests the Company to make any changes to the specifications furnished by the Company, then such changes shall be subject to the Company's acceptance and Purchaser's prompt payment of any increase in the cost resulting from such changes.

**Patents and Inventions.** In the event that the equipment manufactured and supplied by the Company, other than equipment built by the Company in accordance with drawings supplied by Purchaser, is found to be in violation of any patent, the Company agrees to either: (a) use commercially reasonable efforts to procure rights for Purchaser to operate under such patent; or (b) change the equipment so as to remove any future infringement. The Company does not assume liability for any patent violations whatsoever. Purchaser shall indemnify, defend, and hold the Company harmless from and against any and all claims arising out of any patent infringement claims, or related claims thereof, pertaining to any patented process related to the operation of the equipment, any materials used in processing, or any patents in connection with the products or materials produced as a result of processing on the equipment, and any equipment built in accordance with drawings of specifications Purchaser supplied to the Company. Any invention, disclosure or information acquired by the Company in the performance of any Proposal shall remain the property of the Company. Unless otherwise agreed to in writing, the Company shall be under no obligation to refrain from using in its business any information, manufacturing processes, or unpatented disclosures which Purchaser may share with the Company during the course of the Company's performance of the Agreement.

**Additional Services and Equipment.** If Purchaser requests use of any of the Company's personnel who are not expressly provided for in the Proposal, then Purchaser shall pay the Company additional charges based on the Company's current Field Assistance Policy. Purchaser agrees to have its appropriate personnel at the Company and/or make such personnel available to the Company's personnel upon the Company's request. The Company shall provide additional equipment upon the Company receiving written agreement between Purchaser and the Company.

**Performance.** Purchaser shall be responsible to monitor the performance of the equipment on a regular basis to ensure that the equipment is operating in a satisfactory manner. Purchaser shall be responsible for all routine maintenance.

**Warranty.** For a period of up to twelve (12) months from date of start-up at Purchaser's plant, the Company will warranty the workmanship and fabrication of any parts manufactured by the Company which are deemed defective. All commercial items, electrical components, and motors shall be covered by the manufacturer's warranties and not covered under the Company's warranty. The warranty does not cover ordinary wear and tear or anything Purchaser, or any third party, breaks accidentally or deliberately.

Purchaser's Responsibility. Purchaser shall bear responsibility for any replacement and installation of all commercial items, electrical components, and motors. Purchaser shall pay the Company for any replacement or installation services provided by the Company according to the Company's Field Service Policy. Purchaser shall be responsible for ordering and payment of any spare parts recommended by the Company. The Company may provide technical support for any manufacturer's warranties if required by any sub-contractor. Neither the Company nor any manufacturer will be held responsible for components damaged or abused due to lack of proper preventive maintenance procedures or unintended use of the equipment. The Dri-Tran® epoxy nut, racks, guides, pinions, and cam rollers are wearable components and not covered under the Company's warranty.

Warranty Disclaimer. THE COMPANY PROVIDES PURCHASER WITH THIS LIMITED WARRANTY IN LIEU OF ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, BUT LIMITED TO, ANY WARRANTY OF MERCHANTABILITY AND ANY WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE. ALL OTHER WARRANTIES ARE HEREBY EXPRESSLY DISCLAIMED.

**Notice of Defect.** Purchaser must promptly report to the Company in writing any deficiency or defect in any equipment manufactured by the Company. Purchaser shall cooperate with the Company in all respects with regard to the Company's efforts to assist Purchaser. Failure of Purchaser to promptly notify the Company of any deficiency or defect in any equipment, or failure of Purchaser to fully cooperate with the Company may, in the Company's discretion, invalidate the Company's warranty.

**Exclusive Remedy.** PURCHASER AGREES THAT PURCHASER'S SOLE AND EXCLUSIVE REMEDY AGAINST THE COMPANY SHALL BE LIMITED TO THE REPAIR OR REPLACEMENT OF NONCONFORMING OR DEFECTIVE EQUIPMENT, PROVIDED PURCHASER PROMPLTY NOTIFIES THE COMPANY IN WRITING OF ANY DEFECT. THIS EXCLUSIVE REMEDY SHALL NOT BE DEEMED TO HAVE FAILED OF ITS ESSENTIAL PURPOSE SO LONG AS THE COMPANY IS WILLING TO REPAIR OR REPLACE THE DEFECTIVE PARTS.

**Damage Limitation.** The Company shall not be liable to Purchaser for any incidental, consequential, special, punitive, exemplary or similar damages, including, without limitation, lost revenues and profits. The Company's total liability to Purchaser or to any third party for any claims that arise out of the Agreement or the Company's warranty, regardless of the form of the action, whether breach of contract, breach of warranty, tort (including negligence) shall in no way exceed the replacement cost of the equipment.
Indemnification/Hold Harmless. Purchaser, for itself and its affiliates, officers, directors, agents, employees, successors and assigns agrees to indemnify and hold the Company, its affiliates, officers, directors, agents, employees, successors and assigns harmless from and against any claim or demand, including reasonable attorneys' fees, made by any third party due to or arising out of Purchaser's breach of the Agreement, Purchaser's non-conformance of the Agreement, or Purchaser's violation of any law or the rights of any third party.

**Conditions of Use.** Purchaser shall use the equipment only in accordance with the product specifications the Company provides to Purchaser. Purchaser's failure to strictly comply with the Company's product specifications may void the Company's warranty, in the Company's sole discretion.

**Safety.** No claims, representations or warranties, whether expressed or implied, are made by the Company as to the safety, reliability, durability and performance of any of the Company's components for use in any applications of the Company's customers and/or in any products of the Company's customers. The Company accepts no liability whatsoever for the safety, reliability, durability and performance of any of the Company's components for use in any applications and/or in any products of the Company's customers.

**Authority of the Company's Agents**. No agent, employee, or representative of the Company has any authority to bind the Company to any affirmation, representation, or warranty concerning the equipment sold to Purchaser under these terms and conditions, and unless an affirmation, representation, or warranty concerning the product is expressly included within the Agreement, it shall not be considered part of the transaction and it shall not be enforceable in any way.

**Interpretation and Parole Evidence**. These terms and conditions are intended by the parties as a final expression of their agreement concerning the matters contained herein. No course of prior dealings between the parties and no usage of the trade shall be relevant to supplement or explain any term used in the Agreement. Acceptance or acquiescence in a course of performance rendered under the Agreement shall not be relevant to determine the meaning of the Agreement even though the accepting or acquiescing party has knowledge of the nature of the performance and opportunity for objection.

**No Waiver.** Forbearance or failure of the Company to enforce any of the terms and conditions stated herein, or to exercise any right accruing from default of Purchaser, shall not affect or impair the Company's rights arising from such defaults; nor shall forbearance or failure be deemed a waiver of the Company's rights in case of any subsequent default of Purchaser.

**Severability.** If any provision of this Agreement is unenforceable or invalid, this Agreement shall be interpreted and enforced to the greatest extent possible as if the unenforceable provision or portion had never been a part hereof.

**Governing Law.** This Terms and Conditions and One Year Limited Warranty shall be construed and enforced in accordance with the laws of the State of Michigan, without regard to its conflicts of law principles.

**Entire Agreement.** Upon the Company's acceptance of Purchaser's order by Order Acknowledgment, the terms and provisions set forth herein shall constitute the entire agreement between Purchaser and the Company and no statement, correspondence, sample, or other terms shall modify or effect the terms hereof.

**Revision Date: March 20, 2026**