

TERMS OF PURCHASE - ARM METAL CORPORATION LTD

PARTIES: Throughout this Order, "Buyer" refers to Arm Metal Corporation Ltd, and "Seller" refers to the contracting party, whether for goods, services, or both.

ACCEPTANCE - ENTIRE AGREEMENT? MODIFICATION: This Order constitutes the agreement for the purchase and sale of goods and/or services specified herein. Acceptance occurs upon acknowledgment of this Order or commencement of performance by Seller. Buyer expressly rejects any additional or conflicting terms proposed by Seller, regardless of whether such terms materially alter this Order. These terms exclusively govern the agreement between the parties, and no modification shall bind Buyer unless in writing and signed by Buyer's authorized procurement representative.

PRICE: The price for fulfilling this Order is fixed unless otherwise specified. Unless expressly agreed otherwise in writing, all charges for packing, boxing, crating, and shipping are deemed included. The price encompasses all applicable federal, state, and local taxes.

SHIPMENT OF GOODS: Seller shall exercise due care in packing, boxing, and crating goods for shipment as per Buyer's instructions. Seller bears strict liability for any excess shipping charges and for any loss or damage incurred during transit, storage, delivery, or otherwise due to inadequate packing, boxing, crating, or shipping by Seller. The term F.O.B., as used herein, pertains solely to responsibility for transportation costs; no charges for insurance upon safe delivery of any shipment will be accepted. Title and risk of loss remain with Seller until receipt by Buyer at the F.O.B. point. Goods must be shipped complete and in the proper sequence, with appropriate identification attached.

DELIVERY SCHEDULE: Time is of the essence in fulfilling this Order. Should Seller fail to adhere to the delivery schedule specified herein, Buyer, without liability and in addition to other rights and remedies, may either approve a revised delivery schedule in writing or terminate any part of this Order immediately and procure substitute goods. Seller shall reimburse Buyer for any loss or additional expenses incurred in connection with substitute goods.

TERMINATION: Buyer reserves the right to terminate this Order at any time without cause. In such event, Seller shall be entitled to payment solely for goods delivered or services rendered and accepted by Buyer, prorated to the total price, and shall not include any profit on undelivered goods.

WARRANTY: Seller warrants that at the time of delivery to Buyer, all goods purchased under this Order shall possess good and marketable title, free and clear of any liens, security interests, claims, or encumbrances. Seller further warrants, and such

warranty shall survive delivery and payment, that goods purchased and services performed hereunder shall fully conform to all applicable laws, regulations, Buyer's specifications, drawings, and instructions, free from any defects, whether patent or latent, merchantable, suitable for their intended use, and capable of use by Buyer in accordance with its processes. In the event this Order encompasses services, Seller warrants such services against all defects of material and workmanship, agreeing to rectify such defects at its own cost and expense. Additionally, Seller warrants that any machinery, equipment, or devices purchased, and any work performed or installation made hereunder, shall strictly comply with all relevant safety standards and requirements. Seller further warrants that any warranties or guarantees provided by third parties, including suppliers to Seller, in connection with goods purchased under this Order, whether in whole or in part, shall transfer to Buyer to the fullest extent permitted, or be held by Seller for the benefit of Buyer.

RIGHTS AND REMEDIES OF BUYER: In the event this Order pertains to the purchase of goods or the performance of services relating to personal property, Buyer reserves the right to inspect and approve such goods and services during manufacture, performance, and upon completion, whether at Seller's facility, Buyer's facility, or during transit. Buyer retains the right to reject, in whole or in part, goods or services discovered to possess any patent or latent defects within a reasonable time of discovery. Buyer may reject or return non-conforming goods and demand that Seller, at its expense and at Buyer's election, promptly repair, replace, or refund such goods, as well as reimburse Buyer for costs incurred due to non-conformity. Upon rejection or failure to promptly rectify defects, Buyer may cancel this Order and/or procure substitute goods. Goods rejected or exceeding the quantities specified herein may, at Buyer's discretion, be returned to Seller at Seller's expense. Notice of rejection or return renders Seller liable for incidental expenses and risks associated with such rejected or returned goods. In the event Buyer receives non-conforming goods with defects or non-conformity not apparent upon inspection, Buyer reserves the right to (i) demand replacement of such non-conforming goods at Seller's expense, including payment or reimbursement for removal and reinstallation of such goods at Buyer's facilities or as otherwise determined by Buyer, and (ii) charge Seller's account for all other direct and related expenses, including but not limited to expenses incurred for inspection, testing, recall, removal, and/or reinstallation of Seller's goods.

CHANGES: Buyer may, at any time and by written notice, make changes within the general scope of this Order concerning drawings, designs, specifications, packing or shipping methods, inspection locations, acceptance and delivery points, specified quantities, performance periods, or data requirements. Seller must comply with such changes. Should any change necessitate an increase or decrease in the cost or time required for Order performance, an equitable adjustment shall be negotiated accordingly. No claim for such adjustment by Seller shall be valid unless submitted to Buyer within fifteen (15) days of Buyer's written notice of change, or within any longer period authorized by Buyer in writing. In instances where the cost of rendered

obsolete or surplus property resulting from a change is included in Seller's claim, Buyer reserves the right to dictate the disposition of such property. Nothing herein relieves Seller from promptly commencing performance under this Order as amended. Buyer and Seller agree that no adjustments to price or performance time shall be made hereunder unless directed by an authorized representative of Buyer via written notice.

WORK ON PREMISES: In cases where this Order necessitates Seller to perform work on Buyer's premises, including but not limited to deliveries, installations, improvements, additions, new construction, or repairs, Seller agrees to the following: (i) assume full responsibility for any injury, including death, to persons and for any property damage arising from such work, and for any claims for workers' compensation arising therefrom; (ii) maintain insurance satisfactory to Buyer for both public liability and workers' compensation, and provide Buyer with certificates thereof prior to commencement of any work; (iii) refrain from asserting any lien or claim against the premises covered by this Order for labor or materials provided hereunder; (iv) furnish Buyer, as requested before work commencement or final payment hereunder, with waivers, releases of liens, or other documentation pertaining to labor and materials; and (v) procure, at Seller's expense, any permits or licenses required by federal, state, or local law or regulation for work completion. Seller guarantees all work performed hereunder against defects in material and workmanship for one (1) year following acceptance by Buyer.

INTELLECTUAL PROPERTY: Seller warrants that the sale or use of goods purchased under this Order, and the services performed in accordance with its requirements, shall not infringe upon any patent, copyright, trademark, or other intellectual property rights, whether registered in the any country. Seller acknowledges and agrees that any intellectual property rights arising from Seller's work under this Order shall constitute "work for hire" and shall belong to Buyer, with Seller undertaking to take all necessary steps, at Buyer's request, to fully vest such intellectual property rights in Buyer.

INDEMNITY: To the maximum extent permitted by law, Seller agrees to indemnify, defend, and hold harmless Buyer, its affiliates, and their respective employees, officers, directors, agents, representatives, parents, and subsidiaries, as well as any person selling or using Buyer's products, from any and all losses, damages, claims, liabilities, charges, actions, suits, proceedings, fines, penalties, costs, expenses (including reasonable attorneys' fees and expenses), settlement amounts, and other sums (including, without limitation, claims for profits resulting from actual or alleged infringement by Buyer or persons selling or using Buyer's products of any patent, copyright, trademark, or other intellectual property right) ("Losses"), arising out of or related to (i) Seller's breach of any representations, warranties, or covenants under this Order; (ii) injuries, including death, to any person (including, without limitation, Seller's employees); (iii) damage to any property arising from or related to the delivery or use of goods or performance of services, whether due, in whole or in part, to any act, omission, negligence, or strict liability of Buyer, its representatives,

employees, or subcontractors, whether known or unknown to Buyer or Seller; or (iv) any negligence, recklessness, strict liability, or intentional misconduct by Seller or its affiliates, officers, directors, employees, agents, representatives, parents, or subsidiaries in connection with this Order.

INSURANCE: Seller shall maintain insurance coverage as follows: (I) commercial general liability insurance with minimum liability limits of \$1,000,000 per occurrence, \$1,000,000 products liability/completed operations aggregate limit, and \$2,000,000 general aggregate limit; (ii) commercial automobile liability insurance covering owned, hired, and non-owned vehicles with minimum limits

TERMS OF SALE

APPLICATION OF CONDITIONS All sales of products ("the Product") by Arm Metal Corporation Ltd ("Seller") are subject to these terms and conditions. By placing an order, the Buyer agrees to be bound by these terms and conditions.

MODIFICATION This agreement may only be amended, changed, or modified by a writing executed by both Buyer and an authorized representative of Seller.

PRICES Prices are subject to change without notice. Orders are accepted at prices in effect at the time of shipment. Seller reserves the right to revise prices based on changes in quantity, specifications, or shipment terms different from those initially agreed upon.

PAYMENT Buyer shall make payments as specified by Seller. If Seller determines that Buyer's creditworthiness is impaired, Seller may require advance payment or impose interest on overdue amounts at a maximum rate permitted by law.

SECURITY INTEREST Seller retains a security interest in all Products sold to Buyer until full payment is received. Buyer agrees to execute any necessary documents to perfect Seller's security interest upon request.

RISK OF LOSS Risk of loss passes to Buyer upon delivery of Products to the carrier. Buyer is responsible for any additional charges incurred at destination.

INSPECTION AND ACCEPTANCE Buyer must inspect Products upon receipt and notify Seller of any defects, nonconformities, or rejections within 2 weeks. Failure to provide timely notice constitutes acceptance of the Products.

BUYER'S INSPECTION Buyer's inspector, if appointed, acts as Buyer's agent and may accept Products on Buyer's behalf.

VARIATIONS IN SIZE AND QUANTITY Products are subject to standard manufacturing variations and tolerance. Seller may modify Products' composition, design, or appearance as deemed necessary.

RESALE RIGHTS In case of Buyer's breach or default, Seller reserves the right to resell undelivered Products. Buyer is liable for any shortfall in resale proceeds and associated costs.

LIMITATION OF LIABILITY Seller's liability is limited to the purchase price of the Products. Seller is not liable for consequential damages, lost profits, or other indirect losses. Except as expressly provided herein, Seller makes no warranties, express or implied.

FORCE MAJEURE Seller is not liable for failure to perform due to events beyond its control, including but not limited to acts of God, labor disputes, or government actions.

TERMINATION Either party may terminate this agreement upon written notice in case of breach, insolvency, or other specified events. Termination does not affect accrued rights and obligations.

TAXES Buyer is responsible for any applicable taxes on Products sold by Seller.

GOVERNING LAW This agreement is governed by the laws, without regard to conflict of law principles.

ATTORNEYS' FEES The prevailing party in any legal action arising out of this agreement is entitled to recover reasonable attorneys' fees and costs.

NOTICES All notices under this agreement must be in writing and delivered by certified mail or personally.

SEVERABILITY If any provision of this agreement is found invalid or unenforceable, the remaining provisions shall remain in effect.

WAIVERS Waivers of any provision must be in writing. Failure to enforce any right or remedy does not constitute a waiver.

ENTIRE AGREEMENT These terms constitute the entire agreement between Buyer and Seller regarding the sale of Products.

INVOICE TERMS

APPLICATION OF CONDITIONS: All sales of products ("Products") are subject to these terms and conditions. By placing an order, Buyer agrees to be bound by these terms and conditions.

MODIFICATION: This agreement may only be amended or modified by a written agreement executed by both Buyer and Seller. No other modifications shall be binding.

PRICES: Prices are subject to change without notice. Orders are accepted based on Seller's prices at the time of shipment. Seller reserves the right to revise prices for changes in quantity, specifications, or shipment terms from those in the original order.

PAYMENT: Buyer shall make payments as specified herein. If Seller deems Buyer's creditworthiness impaired or otherwise insecure, Seller may require advance payment for future shipments. Unpaid invoices accrue interest at the highest rate allowed by law, upon notice. Seller may declare all unpaid amounts immediately due upon Buyer's breach or default.

SECURITY INTEREST: Seller retains a security interest in all Products and proceeds until payment in full. Buyer agrees to execute any documents to perfect Seller's security interest upon request.

RISK OF LOSS: Risk of loss passes to Buyer upon delivery to the carrier. Buyer is responsible for additional carrier charges and services at destination.

DEFECTIVE OR NONCONFORMING GOODS: Buyer must inspect Products upon arrival and notify Seller of any defects or nonconformities within 2 weeks of receipt. Failure to notify within this period constitutes acceptance. Seller may inspect and, if necessary, replace, repair or credit Products found defective.

BUYER'S INSPECTION: Buyer's inspector, if any, acts as Buyer's agent with authority to accept Products on Buyer's behalf.

VARIATIONS AND QUANTITY: Products may vary within industry standards. Seller may modify Products' composition, design, or appearance as deemed necessary.

SELLER'S RIGHT OF RESALE: Upon Buyer's breach, Seller may resell undelivered Products. Buyer is liable for any shortfall between agreed price and resale amount, plus related expenses.

RELATIONSHIP OF PARTIES: Seller and Buyer are independent parties. Buyer has no authority to bind Seller in any manner.

TAXES: Sales taxes are in addition to Product prices.

FORCE MAJEURE: Seller is excused from performance due to events beyond its control. Either party may terminate if such events persist beyond six months.

CHANGES AND CANCELLATIONS: Buyer may request changes or cancellations, subject to Seller's approval. Buyer is liable for incurred costs if cancellation is not feasible.

LIMITATION OF LIABILITY: Seller's liability is limited to the purchase price of Products. Seller is not liable for special, incidental, or consequential damages.

RETENTION OF RIGHTS: Buyer receives no rights to Seller's patents, trademarks, or trade secrets.

ASSIGNMENTS: Buyer may not assign rights or duties without Seller's written consent.

TERMINATION: Either party may terminate on breach, insolvency, or similar events. Termination does not affect obligations for already shipped Products.

NOTICES: Notices must be in writing and deemed given upon personal delivery or forty-eight hours after mailing.

ATTORNEYS' FEES: Prevailing party in any legal action is entitled to recover costs, including attorneys' fees.

LITIGATION: All disputes shall be litigated as per law / jurisdiction.

GOVERNING LAW: This agreement is governed by the law from which Products are shipped.

SEVERABILITY: If any provision is invalid, remaining provisions remain in effect.

WAIVERS: Failure to enforce any provision is not a waiver of rights.

HEADINGS: Headings are for convenience and do not affect interpretation.

CONFLICTING PROVISIONS: Typed or written provisions prevail over printed terms where inconsistent.