

**DOWNLOADED AND/OR HARD COPY UNCONTROLLED**  
 Verify that this is the correct version before use.

<b>REVISION HISTORY</b>			
Revision	Description of Change	Author	Date

### **Aurora Casting & Engineering Terms and Conditions of Sale**

Aurora Casting & Engineering, Inc. (Aurora) has established the following terms and conditions (Terms), which apply when a customer of Aurora places and order against an Aurora Quote. If you are an individual ordering on behalf of an entity, you represent and warrant that you have the authority to enter into Aurora's Terms and Conditions of Sale.

The Contract is subject to these terms and conditions to the exclusion of all other terms and conditions (including any terms and conditions the Customer purports to apply in any Contract). A Contract shall not be effective until Aurora has issued written acknowledgment and acceptance of such Contract (notwithstanding any earlier confirmation of receipt). Aurora may in its sole discretion decline any purchase order placed by the Customer. Minimum order quantities and minimum contract values, where necessary, may apply at Aurora's discretion. The Customer shall ensure that the terms of its purchase order or request are complete and accurate. No change or modification of Contracts shall be allowed after acceptance by Aurora unless authorized by a Change Order delivered by the Customer and accepted in writing by Aurora. If there is any conflict between Aurora's quotation and Aurora's acknowledgment of the Contract, then the latter shall take precedence.

The description, part numbers and/or specification of the Parts shall be set out in Aurora's quotation or Aurora's acknowledgement of the Contract. The Customer shall be solely responsible for the accuracy of the Customer's designs, drawings, specifications and other data supplied to Aurora by the Customer, even if Aurora examines, inspects, studies or comments to the Customer regarding any such designs, drawings, specifications or other data.

If for any reason the Customer does not take delivery, or Aurora is unable to deliver the Parts, Customer Property and/or the Services on the estimated delivery dates because the Customer has not provided appropriate instructions (documents, licenses, authorizations, etc.), then such Parts and/or Customer Property will be deemed to have been delivered and risk shall pass to the Customer. Aurora may at its option: (a) store such Parts and/or Customer Property until actual delivery whereupon the Customer will be liable for all related costs and expenses (including without limitation storage and insurance); and/or (b) invoice the Customer for all related costs and expenses incurred by Aurora.

The Customer shall promptly notify the Carrier of any damage to, loss from or non-receipt of any Parts and/or Customer Property if transportation has been arranged by or on behalf of the Customer. Aurora shall not be liable for any such damage, loss or non-receipt.

Aurora may, at its option, make partial shipments of Parts and invoice the Customer for each shipment individually in which case each delivery shall constitute a separate contract. Failure by Aurora to deliver any one or more of the shipments in accordance with these Terms or any claim by the Customer in respect of any one or more shipments shall not entitle the Customer to terminate the whole Contract or refuse to accept subsequent shipments. The Customer shall accept any early delivery. The Customer will be deemed to have accepted the Parts as being in accordance with the Contract and Aurora shall have no liability for any defect and/or failure and the Customer shall be bound to pay the price unless: (a) within fifteen (15) days of the date of delivery of the Parts, the Customer notifies Aurora in writing of any defect apparent upon inspection of the Parts to conform with the Contract; or (b) the Customer notifies Aurora in writing of any failure of the Parts to conform to the Contract within a reasonable time where the defect and/or failure would not be so apparent within fifteen (15) days of the date of delivery. The Customer shall be responsible for checking that all documentation supplied by Aurora to the Customer is accurate and free from error. Aurora agrees to remedy any inaccuracies/errors in such documentation provided that the Customer has notified Aurora of the inaccuracies/errors within thirty (30) days of receipt of the relevant document(s). Beyond such period, Aurora reserves the right to charge an administration fee for any amendments made.

Aurora reserves the right to adjust prices where necessary before a Contract is accepted notwithstanding the prices stated in any price list or quotation. The price charged in respect of Parts shall be the price that is current at the date of delivery. Aurora reserves the right, by giving notice to the Customer at any time before delivery, to increase the price of the Parts to reflect any increase in the cost to Aurora which is due to any factor beyond Aurora's control (such as, without limitation, any increase in the costs of labor, materials, or other costs of manufacture or supply); any change in the quantities of the Parts requested by the Customer; any change in the delivery dates of the Parts requested by the Customer; or any delay or cost caused by any instructions of the Customer or failure of the Customer to give Aurora adequate information or instructions. Quoted lead-times are not final until Acceptance, coupled with a written confirmation. Quotes are not final until Acceptance.

Unless otherwise specified on the quotation, all tooling requires a fifty percent (50%) down payment prior to the start of tool construction. The remaining fifty percent (50%) shall be paid thirty (30) days after First Article submittal.

Payment for the Parts and other charges is due thirty (30) days after the date in which the Customer receives the product unless otherwise agreed upon. Aurora's invoice. Aurora may issue a separate invoice for each Contract or for each shipment (if more than one) under a Contract. The Customer shall pay the amount stated in Aurora's invoice in the currency required by the invoice in immediately available funds, without any deduction whether by way of set-off, withholding, counterclaim, discount, abatement or otherwise. Payment must be made to Aurora at the address or account stated on the invoice. Time of payment is of the essence. Aurora reserves the right to revise payment terms at any time and to request guarantees, security, stage payments or cash in advance for the Parts. Aurora may, at its discretion, refuse or limit deferred payment terms to the Customer. Notwithstanding any other provision, all payments payable to Aurora under the Contract shall become due immediately upon termination of the Contract for whatever reason. If any sum due from the Customer to Aurora under the Contract or any other contract or order is not paid to Aurora on or before the due date for payment, then all sums then owing by the Customer to Aurora shall become due and payable immediately and, without prejudice to any other right or remedy available to Aurora, Aurora shall be entitled to cancel or suspend performance of the Contract or any other contract or order placed with Aurora including suspending deliveries of the Parts and/or any other goods until arrangements as to payment have been established which are satisfactory to Aurora; and/or require the Customer to pay for Parts prior to shipment from Aurora's place of business; and/or charge the Customer interest calculated on a daily basis on all overdue amounts (both before and after judgment) until actual payment at the rate of 25 percent (25%) per annum.

Aurora warrants that the Parts furnished hereunder shall, at the time of delivery, be free from defects in material and workmanship. The Customer shall submit to Aurora reasonable written details establishing a breach of the warranty set forth above. Unless agreed otherwise by Aurora in writing, Aurora is not liable for failure of any Parts.

These Terms set out the entire liability of Aurora (including any liability for the acts or omissions of its sub-contractors) in respect of Parts supplied by Aurora and any representation, statement or tortious act or omission including negligence arising under or in connection with the Contract. Aurora shall not be liable for: (1) any loss of anticipated profits, (2) any loss of actual profits, (direct or indirect), (3) any loss of anticipated savings, (4) any loss of business, (5) any economic loss of whatever nature, (6) any indirect, special or consequential loss or damage howsoever caused, (7) any loss arising as a result of any third party bringing a claim of any nature whatsoever, and/or (8) any loss resulting from use, application of or results obtained from any software incorporated into the Parts. Aurora shall not be liable for any such loss regardless of any such loss or damage was foreseen, direct, foreseeable, known or otherwise. The total aggregate liability of Aurora arising out of or in connection with the performance or contemplated performance of the contract whether for negligence or breach of contract or any cause whatsoever shall in no event exceed the price paid by the Customer for the Parts or services giving rise to the Customer's claim notwithstanding any other terms and conditions of the contract, Aurora shall have no liability for the use by the Customer of component parts including which are not manufactured by or authorized by Aurora.

The Customer shall not be entitled to assign, charge, subcontract or transfer the Contract or any part of it without the prior written consent of Aurora. Aurora shall not be in breach of the Contract or otherwise liable to the Customer for any delay or failure in shipment or delivery of the Parts or any other delay or failure to perform its obligations under the Contract due to any cause beyond the reasonable control of Aurora, including, without limitation, war, terrorism, breakdown of plant or machinery, fire, flood, strikes or other labor disturbance, accidents, Act of God, governmental order or requirement, interruption, obsolescence or

5 shortage of materials, transportation facilities or energy supply, or events beyond the reasonable control of its suppliers or subcontractors ("Force Majeure") and Aurora shall be excused from deliveries to the extent that deliveries may be prevented or delayed by the foregoing Force Majeure. During any such Force Majeure, Aurora will endeavor in good faith to allocate deliveries fairly among its Customers but expressly reserves in its discretion, without liability to the Customer, the final determination of deliveries to be made. If said Force Majeure continues for a continuous period in excess of ninety (90) days, Aurora may terminate the Contract without liability by providing written notice to the Customer.

10 The Customer may only cancel a Contract (or any part of a Contract) which Aurora has already accepted, with Aurora's prior agreement in writing and provided the Customer indemnifies Aurora in full in terms established by Aurora. Cancellation charges may apply to such cancellation including but not limited to: (i) all amounts due under the Contract in respect of work performed and/or Parts delivered up to the date of cancellation, including all applicable overhead and profit; (ii) any sums which have been paid by Aurora or become payable as a result of the cancellation to its subcontractors and supply chain to procure all or any part of the Parts for the Customer's requirements including all applicable overhead and profit; (iii) the cost of any work, materials and tooling incurred by Aurora, including initial costs, overhead, profit and preparatory expenses allocable thereto, used exclusively by Aurora to supply the Parts (iv) any non-recurring engineering and project investment costs not paid by the Customer or recovered by Aurora under the Contract; (v) the costs of settling and paying any losses, damages or claims arising out of the termination of work; and (vi) reimbursing any other reasonable and proper sums suffered or incurred by Aurora solely in connection with or resulting from the cancellation of the Contract including without limitation overhead and the profit Aurora would have earned under the Contract. The Customer shall pay Aurora all cancellation charges within thirty (30) days of the date of Aurora's demand. In the event (a) the Customer commits a breach of any of its obligations under the Contract and fails to remedy such breach within a period of fourteen (14) days; or (b) the Customer fails to make payment under the Contract when due, or suspends payments or is unable to pay its debts as they fall due; or (c) of the institution of any proceedings by or against the Customer, voluntary or involuntary, in bankruptcy or insolvency or for the appointment of an administrator, administrative receiver, receiver or trustee or an assignee for the benefit of creditors of the business or property of the Customer; or (d) the Customer suffers or undergoes an analogous event to that mentioned in Section 12.3(b) and (c) in the country in which the Customer is established; or (e) the Customer ceases, or threatens to cease, to carry on business; or (f) Aurora reasonably believes that any of the above events is about to occur in relation to the Customer, then Aurora shall be entitled to cancel the Contract forthwith by written notice without prejudice to any rights arising prior to said cancellation. The Customer shall pay cancellation charges as set out in this section.

15 It shall be the Customer's responsibility to ensure that any tooling and/or material issued free of charge and other Customer Property delivered to Aurora by the Customer or on its behalf is safe and suitable for manufacture of or incorporation into Parts to be performed in accordance with all regulatory guidelines and procedures. Aurora shall use the Customer Property solely for the purpose of the Contract and shall at the Customer's expense maintain the Customer Property in good order, condition and repair while it is in Aurora's possession or control

20 Customer shall comply with all applicable laws, regulations, rules and orders, including without limitation those pertaining to U.S. export controls set forth in the International Traffic in Arms Regulations (ITAR), 22 CFR Parts 120 through 130, and the Export Administration Regulations (EAR), 15 CFR Parts 730 through 774 (as may be revised from time to time), and, without limiting the generality of the foregoing, Customer shall not transfer, export or re-export any Parts, a component thereof, or any related technology to anyone on the U.S. Treasury Department's list of Specially Designated Nationals, the U.S. Commerce Department's Denied Persons List or Entity List, or any lists maintained by the U.S. Office of Foreign Assets Control and the U.S. Department of Homeland Security, or to any individual or entity in Cuba, Iran, Iraq, Lebanon, North Korea, Sudan or Syria (as may be revised from time to time). Customer represents it is not located in, under control of, or a national or resident of any such country or on such list. Customer is solely responsible for determining compliance and obtaining all required licenses to facilitate the transfer, export and re-export of any Parts, data or technologies, including outside of the U.S. In the absence of available license exemptions or exceptions, Customer must obtain the appropriate licenses or other approvals, if required, for the transfer, export or re-export of such items, or for the provision of technical assistance. Customer must obtain export licenses, if required, before using a foreign person hereunder, where the foreign person will have access to export-controlled items. Customer is solely responsible for all regulatory record keeping requirements associated with the use of licenses and license exemptions and exceptions

25 Any notice to be given under the Contract shall be sufficient if it is in writing, addressed for the attention of the chief executive officer of the other party, or otherwise as directed by each party from time to time, and delivered personally, or via registered or certified mail (postage prepaid with return receipt requested) (with a request for confirmation in a manner typical to the communication types listed previously). Notice shall be deemed sent and received on the date of actual receipt at the other party's principal place of business.

30 The Customer warrants that its directors, employees, agents, representatives, contractors and subcontractors and any other person acting on its behalf will not: (i) offer, give or agree to give or receive, request or accept any financial or other advantage of any kind as an inducement or reward for doing or not doing any improper act or for the improper performance of any function associated with the order or the Parts; nor (ii) act in any way which would constitute an offence by the Customer or would cause Aurora to commit an offence under any anti-bribery legislation. If the Customer breaches any of the above warranties, Aurora shall be entitled to terminate the Contract by written notice with immediate effect. Any termination shall be without prejudice to the accrued rights of Aurora. The Customer shall indemnify and hold harmless Aurora from any loss, damage and expense, including all legal fees, incurred or sustained by Aurora which is caused by or arises as a result of a breach of any of these warranties.

35 Nothing in the Contract shall create, or be deemed to create a partnership or joint venture or relationship of employer and employee or principal and agent between the parties. The rights and remedies of Aurora in respect of the Contract shall not be diminished, waived or extinguished by the granting of any indulgence, forbearance or extension of time granted by Aurora nor by any failure of or delay by Aurora in ascertaining or exercising any such rights or remedies. The waiver by Aurora of any breach of the Contract shall not prevent the subsequent enforcement of the Contract and shall not be deemed to be a waiver of any subsequent breach of that or any other terms and conditions. If at any time any one or more of the terms of the Contract or any part of one or more of these Terms is held to be or becomes void or otherwise unenforceable for any reason under any applicable law, the same shall be deemed omitted from the Contract and the validity and/or enforceability of the remaining terms and conditions of the Contract shall not in any way be affected or impaired as a result of that omission. The Contract sets out the entire agreement and understanding between the Customer and Aurora in connection with the sale of the Parts and shall supersede and replace all documentation previously issued by Aurora or the Customer. In case of conflict, agreed terms appearing on the face of the Contract shall take precedence over these terms and conditions, and these terms and conditions take precedence over any other documents referred to in the Contract.

40  
45  
50  
55  
60