Stolle Machinery Company LLC
6949 S. Potomac Street
Centennial CO 80112 USA
Phone: 303-708-9044

Commercial Invoice
For Customs Clearance

Invoice Number: 531102
Date: 8/20/2026

Bill To 80800
MIDDLE EAST MANUFACTURING PACKING MATERIALS CO., LTD
AL-ZAFARANIA-INDUSTRIAL COMPLEX
- BAGHDAD
IQ - IRAQ

Consignee 80800
MIDDLE EAST MANUFACTURING PACKING MATERIALS CO., LTD
AL-ZAFARANIA-INDUSTRIAL COMPLEX
- BAGHDAD
IQ - IRAQ

SHIPPING METHOD SEE BELOW
NUMBER PCS / WEIGHT 1.00 / 252.20 kg
B/L

INCOTERMS EXW Centennial Dock CO Inco 2020
TERMS 90 Days Net
PRO NO
ITN

Order No. / Line No. / Rel No.	PO Number / Part Number / Part Number Description	HS Classification / Country of Origin	Qty. Delivered / Unit of Measure / Notes	Unit Value USD	Total Value USD	Net Weight Each	Net Weight Total
C307004	2026000171	3917320000	120.00	0.52	62.64	0.005	0.65 kg
35	222058597	UNITED STATES	FT				
1	TUBING, 1/4" X .180 NYLON, GREEN						
C307004	2026000171	3917320000	107.00	0.52	55.85	0.005	0.58 kg
33	222058595	UNITED STATES	FT				
1	TUBING, 1/4" X .180 NYLON, BLACK						
	Total HS Code - DOMESTIC	***3917320000***	***227.00***		***118.49***		***1.24 kg***
	Total HS Code - FOREIGN	***3917320000***					
	Total HS Code - TOTAL	**3917320000**	**227.00**		**118.49**		**1.24 kg**
C303416	2026000066	7307994000	8.00	177.07	1,416.53	3.012	24.10 kg
2	716005	THAILAND	EA				
1	FITTING, MACHINE ANCHOR BOLT						
C302186	2026000029	7307994000	100.00	0.49	48.60	0.005	0.45 kg
17	751660	UNITED STATES	EA				
1	PLUG, 1/8 NPT ALLEN FLUSH						
	Total HS Code - DOMESTIC	***7307994000***	***100.00***		***48.60***		***0.45 kg***
	Total HS Code - FOREIGN	***7307994000***	***8.00***		***1,416.53***		***24.10 kg***
	Total HS Code - TOTAL	**7307994000**	**108.00**		**1,465.13**		**24.55 kg**
C303416	2026000066	7318155000	8.00	44.00	352.01	0.567	4.54 kg
4	254594	UNITED STATES	EA				
1	STUD, TIE DOWN BRACKET						

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C303416 3 1	2026000066 SN701219 STUD, TIE DOWN	7318155000 UNITED STATES	8.00 EA	119.12	952.92	1.002	8.02 kg
	Total HS Code - DOMESTIC	***7318155000***	***16.00***		***1,304.93***		***12.56 kg***
	Total HS Code - FOREIGN	***7318155000***					
	Total HS Code - TOTAL	**7318155000**	**16.00**		**1,304.93**		**12.56 kg**
C307010 2 1	2026000172 742000 SHCS, .375-16 X 2.500	7318159000 UNITED STATES	10.00 EA	0.40	3.96	0.041	0.41 kg
C307004 4 1	2026000171 700377 SHSS, .312-24X.750 OVAL POINT	7318159000 UNITED STATES	100.00 EA	0.54	54.00	0.002	0.23 kg
C303416 1 1	2026000066 250968 FITTING, BUTTRESS BRKT ANCHOR BOLT	7318159000 THAILAND	8.00 EA	180.29	1,442.30	1.701	13.61 kg
	Total HS Code - DOMESTIC	***7318159000***	***110.00***		***57.96***		***0.64 kg***
	Total HS Code - FOREIGN	***7318159000***	***8.00***		***1,442.30***		***13.61 kg***
	Total HS Code - TOTAL	**7318159000**	**118.00**		**1,500.26**		**14.24 kg**
C303416 7 1	2026000066 013990 NUT, FULL HEAVY HEX 1-8,	7318160000 CHINA	16.00 EA	2.14	34.27	0.175	2.81 kg
C303416 5 1	2026000066 013980 NUT, FULL HEAVY HEX 7/8-9	7318160000 CHINA	16.00 EA	2.14	34.27	0.140	2.24 kg
	Total HS Code - DOMESTIC	***7318160000***					
	Total HS Code - FOREIGN	***7318160000***	***32.00***		***68.54***		***5.05 kg***
	Total HS Code - TOTAL	**7318160000**	**32.00**		**68.54**		**5.05 kg**
C305224 25 1	2026000133 222187786 WASHER, BELLEVILLE SPRING, CUSTOM	7318210000 UNITED STATES	72.00 EA	21.47	1,545.48	0.045	3.27 kg
	Total HS Code - DOMESTIC	***7318210000***	***72.00***		***1,545.48***		***3.27 kg***
	Total HS Code - FOREIGN	***7318210000***					
	Total HS Code - TOTAL	**7318210000**	**72.00**		**1,545.48**		**3.27 kg**

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C303416 6 1	2026000066 079593 WASHER, FLAT 1.03 X 2.00 X .19 HARD BLK	7318220000 UNITED STATES	8.00 EA	2.57	20.52	0.109	0.87 kg
	Total HS Code - DOMESTIC	***7318220000***	***8.00***		***20.52***		***0.87 kg***
	Total HS Code - FOREIGN	***7318220000***					
	Total HS Code - TOTAL	**7318220000**	**8.00**		**20.52**		**0.87 kg**
C309304 11 1	2026000203 770150 RING, RETAINING, INTERNAL, BEVELED, 2.062 DIA	7318240000 UNITED STATES	12.00 EA	3.22	38.66	0.010	0.12 kg
	Total HS Code - DOMESTIC	***7318240000***	***12.00***		***38.66***		***0.12 kg***
	Total HS Code - FOREIGN	***7318240000***					
	Total HS Code - TOTAL	**7318240000**	**12.00**		**38.66**		**0.12 kg**
C307004 3 1	2026000171 700371 SPRING, ASSOCIATED C0240-035-1500	7320205000 CHINA	12.00 EA	7.52	90.18	0.002	0.02 kg
	Total HS Code - DOMESTIC	***7320205000***					
	Total HS Code - FOREIGN	***7320205000***	***12.00***		***90.18***		***0.02 kg***
	Total HS Code - TOTAL	**7320205000**	**12.00**		**90.18**		**0.02 kg**
C302186 28 1	2026000029 SST-1327-04 D-KNIFE, 202	8208100000 UNITED STATES	5.00 EA	874.58	4,372.92	0.236	1.18 kg
	Total HS Code - DOMESTIC	***8208100000***	***5.00***		***4,372.92***		***1.18 kg***
	Total HS Code - FOREIGN	***8208100000***					
	Total HS Code - TOTAL	**8208100000**	**5.00**		**4,372.92**		**1.18 kg**
C309304 9 1	2026000203 222147106 SPACER, PIVOT MANDREL BEARINGS	8443913000 CHINA	4.00 EA	86.33	345.31	0.023	0.09 kg
C309304 8 1	2026000203 308858 TIP, CAN STOP, ADJUSTABLE INFEED	8443913000 UNITED STATES	2.00 EA	70.83	141.66	0.006	0.01 kg

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C309304	2026000203	8443913000	2.00	225.35	450.70	0.113	0.23 kg
7	308306	UNITED STATES	EA				
1	GUIDE, OPEN END 211 36M						
C309304	2026000203	8443913000	2.00	225.35	450.70	0.136	0.27 kg
6	308305	UNITED STATES	EA				
1	GUIDE, BOTTOM END 211 36M						
C309304	2026000203	8443913000	2.00	120.19	240.37	0.363	0.73 kg
3	216419	UNITED STATES	EA				
1	GUIDE, RAIL LOWER 211						
C309304	2026000203	8443913000	2.00	120.19	240.37	0.363	0.73 kg
2	216401	UNITED STATES	EA				
1	GUIDE, RAIL UPPER OPEN END 211						
C307453	2026000188	8443913000	41.00	21.47	880.07	0.023	0.93 kg
1	214043	UNITED STATES	EA				
1	SLAPPER						
C307010	2026000172	8443913000	1.00	193.16	193.16	6.985	6.99 kg
1	330360	CZECH REPUBLIC	EA				
1	CAP, APPLICATOR ROLL						
	Total HS Code - DOMESTIC	***8443913000***	***51.00***		***2,403.87***		***2.89 kg***
	Total HS Code - FOREIGN	***8443913000***	***5.00***		***538.47***		***7.08 kg***
	Total HS Code - TOTAL	**8443913000**	**56.00**		**2,942.34**		**9.97 kg**
C307004	2026000171	8481801095	6.00	28.50	171.02	0.091	0.54 kg
32	730051	UNITED STATES	EA				
1	FITTING, SWAGELOK B-QC4-SPK4						
	Total HS Code - DOMESTIC	***8481801095***	***6.00***		***171.02***		***0.54 kg***
	Total HS Code - FOREIGN	***8481801095***					
	Total HS Code - TOTAL	**8481801095**	**6.00**		**171.02**		**0.54 kg**
C307004	2026000171	8481803090	4.00	27.90	111.60	0.068	0.27 kg
21	739820	UNITED STATES	EA				
1	COUPLER, PARKER H-1-62						
	Total HS Code - DOMESTIC	***8481803090***	***4.00***		***111.60***		***0.27 kg***
	Total HS Code - FOREIGN	***8481803090***					
	Total HS Code - TOTAL	**8481803090**	**4.00**		**111.60**		**0.27 kg**
C302186	2026000029	8481809005	8.00	2,085.62	16,684.92		0.00 kg
18	222146916	UNITED STATES	EA				
1	ASSY, FORM ROLL ONLY SOLENOIDS						

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	Total HS Code - DOMESTIC	***8481809005***	***8.00***		***16,684.92***		***0.00 kg***
	Total HS Code - FOREIGN	***8481809005***					
	Total HS Code - TOTAL	**8481809005**	**8.00**		**16,684.92**		**0.00 kg**
C301795 2 1	2026000019 090167 BEARING, COVER OVERLOAD CLUTCH	8482105008 UNITED STATES	10.00 EA	572.72	5,727.15	0.045	0.45 kg
	Total HS Code - DOMESTIC	***8482105008***	***10.00***		***5,727.15***		***0.45 kg***
	Total HS Code - FOREIGN	***8482105008***					
	Total HS Code - TOTAL	**8482105008**	**10.00**		**5,727.15**		**0.45 kg**
C301795 7 1	2026000019 090169 RESET PAWL, AUTOMATIC - BOSTON	8483409000 UNITED STATES	10.00 EA	381.32	3,813.21	0.227	2.27 kg
	Total HS Code - DOMESTIC	***8483409000***	***10.00***		***3,813.21***		***2.27 kg***
	Total HS Code - FOREIGN	***8483409000***					
	Total HS Code - TOTAL	**8483409000**	**10.00**		**3,813.21**		**2.27 kg**
C303416 8 1	2026000066 305257 SHAFT, SPROCKET PIN CHAIN GUIDE	8483901050 UNITED STATES	1.00 EA	268.27	268.27	1.361	1.36 kg
	Total HS Code - DOMESTIC	***8483901050***	***1.00***		***268.27***		***1.36 kg***
	Total HS Code - FOREIGN	***8483901050***					
	Total HS Code - TOTAL	**8483901050**	**1.00**		**268.27**		**1.36 kg**
C303416 9 1	2026000066 090001 AIRBAG, REAR HOLD DOWN	8487900080 UNITED STATES	11.00 EA	226.80	2,494.80	3.037	33.41 kg
	Total HS Code - DOMESTIC	***8487900080***	***11.00***		***2,494.80***		***33.41 kg***
	Total HS Code - FOREIGN	***8487900080***					
	Total HS Code - TOTAL	**8487900080**	**11.00**		**2,494.80**		**33.41 kg**
			Grand Total:		**42,738.44**		**111.37 kg**

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Invoice Number: 531102
Date: 8/20/2026

Package Type	Length	Width	Height	Dims UoM	Net Weight	Gross Weight	Weight UoM
CRATE	39.00	42.00	39.00	in	0.00	252.20	kg
				Total	0.00	252.20	kg

Signature

These commodities, technology or software were exported from the United States in accordance with the Export Administration Regulations. Diversion contrary to U.S. law is prohibited.
***PRODUCT IS SOLD IN USD AND PAID IN US CURRENCY*

ACCEPTANCE. This order is subject to acceptance by Stolle Machinery Company, LC ("Seller"). Acceptance is conditional upon all terms and conditions stated on the face and reverse sides of this document. The Purchaser's assent to these terms and conditions shall be conclusively presumed: (a) if the Purchaser's retains this Acknowledgment without objection for ten (10) days after receipt, or (b) if the Purchaser accepts all or any part of the goods.
The Seller expressly rejects any terms or conditions proposed by the Purchaser that differ from or add to those stated herein. Once accepted, this order may only be modified in writing, signed by the Seller.

SEND WIRE TRANSFERS TO:
BANK ADDRESS:
Sumitomo Mitsui Banking Corp Los Angeles
601 S. Figueroa Street, Suite 1800
Los Angeles, CA 90017 USA
ACCOUNT NO.: 4531689170
ABA ROUTE NO.: 122041594 (Wires)
ABA ROUTE NO.: 122041594 (ACH)
When using an ACH payment method, please provide
details of payment to your account representative
BENEFICIARY: Stolle Machinery Company, LLC
S.W.I.F.T.: SMBCUS33

Stolle Machinery Company LLC
6949 S. Potomac Street
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Packing List

Packing List Number : 526707
Packing List Date: 08/20/2026

Delivery Address 808
MIDDLE EAST MANUFACTURING PACKING MATERIALS CO., LTD
AL-ZAFARANIA-INDUSTRIAL COMPLEX
- BAGHDAD
IQ - IRAQ

Customer Address 808
MIDDLE EAST MANUFACTURING PACKING MATERIALS CO., LTD
AL-ZAFARANIA-INDUSTRIAL COMPLEX
BAGHDAD

SHIPPING METHOD SEE BELOW
NUMBER PCS / WEIGHT 1.00 / 252.20 kg

Shipment Reference : 531102
Customer Reference : Abbas

Line No.	Rel No.	Order No.	Part Number	Part Number Description	Net Weight Each	PO Number	Customer's Part No	Qty	UoM
2	1	C301795	090167	BEARING, COVER OVERLOAD CLUTCH	0.0454	2026000019		10.00	EA
7	1	C301795	090169	RESET PAWL, AUTOMATIC - BOSTON	0.2268	2026000019		10.00	EA
17	1	C302186	751660	PLUG, 1/8 NPT ALLEN FLUSH	0.0045	2026000029		100.00	EA
18	1	C302186	222146916	ASSY, FORM ROLL ONLY SOLENOIDS		2026000029		8.00	EA
28	1	C302186	SST-1327-04	D-KNIFE, 202	0.2359	2026000029		5.00	EA
7	1	C303416	013990	NUT, FULL HEAVY HEX 1-8,	0.1754	2026000066		16.00	EA
2	1	C303416	716005	FITTING, MACHINE ANCHOR BOLT	3.0124	2026000066		8.00	EA
3	1	C303416	SN701219	STUD, TIE DOWN	1.0024	2026000066		8.00	EA
9	1	C303416	090001	AIRBAG, REAR HOLD DOWN	3.0370	2026000066		11.00	EA
6	1	C303416	079593	WASHER, FLAT 1.03 X 2.00 X .19 HARD BLK	0.1089	2026000066		8.00	EA
1	1	C303416	250968	FITTING, BUTTRESS BRKT ANCHOR BOLT	1.7010	2026000066		8.00	EA
5	1	C303416	013980	NUT, FULL HEAVY HEX 7/8-9	0.1400	2026000066		16.00	EA
8	1	C303416	305257	SHAFT, SPROCKET PIN CHAIN GUIDE	1.3608	2026000066		1.00	EA
4	1	C303416	254594	STUD, TIE DOWN BRACKET	0.5670	2026000066		8.00	EA
25	1	C305224	222187786	WASHER, BELLEVILLE SPRING, CUSTOM	0.0454	2026000133		72.00	EA
35	1	C307004	222058597	TUBING, 1/4" X .180 NYLON, GREEN	0.0054	2026000171		120.00	FT
32	1	C307004	730051	FITTING, STEM COVER YELLOW	0.0907	2026000171		6.00	EA
4	1	C307004	700377	SHSS, .312-24X.750 OVAL POINT	0.0023	2026000171		100.00	EA
33	1	C307004	222058595	TUBING, 1/4" X .180 NYLON, BLACK	0.0054	2026000171		107.00	FT

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Packing List

Packing List Number : 526707
Packing List Date: 08/20/2026

Line No.	Rel No.	Order No.	Part Number	Part Number Description	Net Weight Each	PO Number	Customer's Part No	Qty	UoM
3	1	C307004	700371	SPRING, ASSOCIATED C0240-035-1500	0.0018	2026000171		12.00	EA
21	1	C307004	739820	COUPLER, PARKER H-1-62	0.0680	2026000171		4.00	EA
1	1	C307010	330360	CAP, APPLICATOR ROLL	6.9853	2026000172		1.00	EA
2	1	C307010	742000	SHCS, .375-16 X 2.500	0.0408	2026000172		10.00	EA
1	1	C307453	214043	SLAPPER	0.0227	2026000188		41.00	EA
3	1	C309304	216419	GUIDE, RAIL LOWER 211	0.3629	2026000203		2.00	EA
8	1	C309304	308858	TIP, CAN STOP, ADJUSTABLE INFEED	0.0064	2026000203		2.00	EA
7	1	C309304	308306	GUIDE, OPEN END 211 36M	0.1134	2026000203		2.00	EA
6	1	C309304	308305	GUIDE, BOTTOM END 211 36M	0.1361	2026000203		2.00	EA
9	1	C309304	222147106	SPACER, PIVOT MANDREL BEARINGS	0.0227	2026000203		4.00	EA
2	1	C309304	216401	GUIDE, RAIL UPPER OPEN END 211	0.3629	2026000203		2.00	EA
11	1	C309304	770150	RING, RETAINING, INTERNAL, BEVELED, 2.062 DIA	0.0100	2026000203		12.00	EA

Package Type	Length	Width	Height	Dims UoM	Net Weight	Gross Weight	Weight UoM
CRATE	39.00	42.00	39.00	in		252.20	kg
				Total	111.37	252.20	kg

ALL DISCREPANCIES MUST BE REPORTED TO STOLLE MACHINERY COMPANY, LLC ("SELLER") IN WRITING WITHIN FIVE (5) BUSINESS DAYS AFTER RECEIPT OF THE ORDER. FAILURE TO REPORT DISCREPANCIES WITHIN THIS PERIOD SHALL CONSTITUTE ACCEPTANCE OF THE ORDER AS RECEIVED.

ACCEPTANCE. This order is subject to acceptance by Stolle Machinery Company, LLC ("Seller"). Acceptance is expressly conditioned on Purchaser's agreement to all terms and conditions set forth on the face and reverse side of this document. Purchaser's assent to these terms and conditions shall be conclusively presumed upon Purchaser's receipt of this document
without objection. After acceptance, this order may only be modified by a written instrument signed by Seller.

These commodities, technology, or software were exported from the United States in accordance with the Export Administration Regulations (EAR). Diversion contrary to U.S. law is prohibited.

STOLLE MACHINERY COMPANY, LLC
GENERAL TERMS AND CONDITIONS

1.ACCEPTANCE OF AGREEMENT:
Purchaser, by accepting the materials or goods associated with the Order Acknowledgment, by any performance hereunder and/or by written acknowledgment, accepts the offer contained herein and such acceptance of this offer is expressly limited to the Terms. The Order Acknowledgment, as so accepted, and the Terms are sometimes collectively referred to herein as the "Agreement". Purchaser acknowledges receiving or having access to these Terms, including all terms incorporated herein by reference, whether located at a referenced website or otherwise.

2. WARRANTY:
(a) Seller warrants to Purchaser that Goods of its own manufacture will, at the time of shipment, materially conform to the description provided by Seller that accompanies the Order Acknowledgment and be conveyed with good title thereto, free from security interests, liens and encumbrances unknown to Purchaser. Seller also warrants Goods manufactured by Seller to be free from material defects in material and workmanship for a period of:
For equipment manufactured by Seller that is properly installed, maintained and operated under normal conditions: fifteen (15) months from the date of shipment;
For decorator color kits manufactured by Seller that are properly installed, maintained and operated under normal conditions: nine (9) months from the date of shipment;
For other kits manufactured by Seller that are properly installed, maintained and operated under normal conditions: nine (9) months from the date of shipment; or For spare parts manufactured by Seller that are properly installed, maintained and operated under normal conditions: thirty (30) days from the date of shipment.
(b) SELLER MAKES NO WARRANTY THAT THE GOODS SHALL BE MERCHANTABLE OR FIT FOR ANY PARTICULAR PURPOSE. SELLER MAKES NO OTHER WARRANTY, EXPRESS OR IMPLIED, EXCEPT SUCH AS IS EXPRESSLY SET FORTH HEREIN. Seller makes no warranty whatsoever with respect to goods manufactured by independent suppliers, manufacturers or other third parties. Warranties with respect to such goods are limited to those which are offered by such suppliers and which are transferable. Seller's warranty does not cover damage and this warranty is null and void with regard to damage caused in whole or in part by abuse, alteration of the Goods, casualty, failure to adhere to Seller's specifications, modification of the Goods, ordinary wear and tear, use of the Goods in a manner not designed for the Goods, and use of non-specified parts in the Goods. This warranty is contingent upon Seller's receipt of notice in writing from Purchaser of the defect prior to expiration of the applicable warranty period, and evidence that the Goods were properly installed and not subject to any of the above excluded conditions. Any suggestions made by the Seller concerning use of applications for such Goods reflect Seller's opinion only and Seller makes no warranty of results to be obtained from the Goods. THE FOREGOING IS THE SOLE AND EXCLUSIVE WARRANTY AND IS IN LIEU OF ALL OTHER WARRANTIES, EXPRESS OR IMPLIED.

3. LIMITATION OF LIABILITY:
(a) Seller's liability and Purchaser's exclusive remedy for any tender of nonconforming or defective Goods or breach of warranty is expressly limited to Seller's choice of (i) repair of nonconforming or defective Goods, (ii) the replacement thereof with conforming Goods at the trade term point designated hereunder, or (iii) the repayment of that portion of the purchase price, excluding duties or taxes, represented by nonconforming or defective Goods. Such repair, replacement, or repayment will be made only upon return of the nonconforming or defective Goods, which may be returned at the cost of Seller only after inspection by Seller and receipt by Purchaser of definite shipping instructions from Seller.
(b) Purchaser shall have fifteen (15) days from receipt of any Goods provided hereunder to inspect such Goods and determine if the Goods are nonconforming or defective, or whether any shortages exist. If Purchaser wishes to make a claim for nonconforming or defective Goods, or for any shortages, Purchaser must notify Seller in writing prior to the expiration of the fifteen (15)-day inspection period and permit inspection by Seller of such Goods. No Goods may be returned without prior written authorization from Seller.
(c) IN NO EVENT SHALL SELLER BE LIABLE TO PURCHASER OR ANY THIRD PARTY FOR ANY LOSS OF USE, REVENUE OR PROFIT OR LOSS OF DATA OR DIMINUTION IN VALUE, OR FOR ANY CONSEQUENTIAL, INDIRECT, INCIDENTAL, SPECIAL, CONTINGENT, EXEMPLARY, OR PUNITIVE DAMAGES WHETHER ARISING OUT OF BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE) OR OTHERWISE, REGARDLESS OF WHETHER SUCH DAMAGES WERE FORESEEABLE AND WHETHER OR NOT SELLER HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, AND NOTWITHSTANDING THE FAILURE OF ANY AGREED OR OTHER REMEDY OF ITS ESSENTIAL PURPOSE. IN NO EVENT SHALL SELLER'S AGGREGATE LIABILITY ARISING OUT OF OR RELATED TO THE AGREEMENT, WHETHER ARISING OUT OF OR RELATED TO BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE) OR OTHERWISE, EXCEED THE PURCHASE PRICE OF THE GOODS ON WHICH SUCH LIABILITY IS BASED.

4. PAYMENT:
Unless otherwise stated herein, prices are FCA Seller's location, Incoterms 2020, as identified by Seller, and Purchaser shall reimburse Seller for all taxes, excises, duties, fees or other charges which Seller may be required to pay to any federal, state, local, or provincial government or other governmental entity upon the production, sale, documentation, delivery and/or transportation of the Goods sold hereunder. Payment terms are net thirty (30) days from the date of Seller's invoice. Purchaser shall not withhold payment of any amounts due and payable by reason of any set-off of any claim or dispute with Seller, whether relating to Seller's breach, bankruptcy or otherwise. Time is of the essence with respect to all payments. Purchaser shall incur interest at the lesser of the rate of one and one-half percent (1.5%) per month or the highest rate permitted by applicable law on amounts not paid in accordance with the Agreement. Foreign shipments will be paid for in United States dollars based on a confirmed irrevocable letter of credit to be opened no later than thirty (30) days before shipment, or by special terms agreed upon in writing. Such amounts shall be paid upon presentation of documents. If Purchaser fails to make timely payments or if, in Seller's opinion, either the financial condition of Purchaser or Purchaser's Affiliates or other grounds warrant such action, Seller may, without limiting its other remedies, (i) suspend shipments pending receipt of payment in advance or other security satisfactory to Seller or (ii) terminate the Order, in which event unpaid invoices shall become immediately due and payable.As to any party and with regard to the Agreement, the term "Affiliates" means any corporation,partnership, limited liability company, trust or other entity controlling, controlled by or under common control with such party. Seller shall be entitled to setoff any amount owed by Purchaser or by any of Purchaser's Affiliates to Seller or to any of Seller's Affiliates against any amount payable by Seller in connection with the Order.

5. RISK OF LOSS, OWNERSHIP, AND TITLE:
Unless otherwise agreed in writing signed by Purchaser and Seller, title, ownership, right of possession and risk of loss with respect to the Goods shall remain with Seller until the Goods are placed at the disposal of Purchaser at the point of shipment. Until such time as Seller has received full payment for Goods sold hereunder, Seller shall have available all rights at law or equity to a secured seller, including the right to enter upon the premises where such Goods shall be located for purposes of removing same, or rendering it inoperative, and all such rights shall be cumulative.

6. DELAYS; FORCE MAJEURE:
Any shipping schedules set forth in Seller's quotation are based on information available to Seller at the time of quotation and are subject to change based upon information (i) subsequently disclosed in the Order or otherwise by Purchaser, or (ii) which is complete and which contains necessary specifications for Seller to proceed with design and manufacture, is received and accepted by Seller. If a specific shipping (dispatch) date is not designated on the face hereof or in a subsequent writing signed by Seller, Seller shall not be responsible for any delays in the performance of the Order nor liable for any loss or damages resulting from any delays. If a specific shipping date is designated either on the face hereof or subsequently by Seller, Seller shall use reasonable efforts to meet such shipping date, but shall have no liability to Purchaser if Seller is unable to do so, including without limitation liability for incidental and consequential damages for delays in delivery. Notwithstanding anything to the contrary in the Agreement, Seller will not be liable for delays in filling the Order or failure in the performance of any of its obligations hereunder if caused by any acts or circumstances beyond the reasonable control of Seller, including, without limitation, accidents; lockouts, strikes or other labor disputes (whether or not relating to either party's workforce); shortages of labor, materials, fuel, or power; fires, floods, hurricanes, tornados, high winds, earthquakes or other Acts of God; acts or omissions of Purchaser; governmental actions or restrictions; war, invasion or hostilities (whether war is declared or not); terrorist threats or acts; riots or other civil unrest; national emergency; revolution; insurrection; epidemic, pandemic or other public health crisis; restraints or delays affecting carriers; telecommunication breakdown or power outage.

7. INFRINGEMENT:
Subject to the limitations set forth in this Section of the Agreement, Seller agrees to indemnify Purchaser against court assessed damages and costs resulting from infringement of any United States Letters Patent or other intellectual property right extant at the time of Purchaser's acceptance of the Order Acknowledgement by tools, machines, components, constructions or other Goods offered for sale generally by Seller on said date, provided that said Goods are in the condition furnished to the Purchaser by Seller and are being used for the purposes contemplated by the Agreement. Seller's liability respecting infringement shall be limited to the purchase price of the particular Goods raising the infringement charge, adjusted by straight line depreciation based on a ten-year life. Where the infringement arises from a severable component of an assembly, such as a tool part which is severable from an assembly such as a press, Seller's liability shall be limited to the ten-year straight line depreciated price or replacement price or cost of said component. Purchaser agrees to indemnify Seller, its successors and assigns, against all court assessed damages and costs resulting from infringement of any United States Letters Patent or other intellectual property right to the extent that such infringement arises from designs, specifications or instructions furnished or expressly or implicitly required by Purchaser. Neither party shall be entitled to indemnification as to any claim for which it does not give prompt notice to the other party including notice respecting indemnification hereunder, and full opportunity at the expense of such other party, to defend and dispose of such claim. The sale of Goods hereunder shall not grant to the Purchaser any right or license of any kind under any patent or other intellectual property right owned or controlled by Seller, but the foregoing shall not be understood to limit in any way the right of Purchaser to use and sell such Goods in the event that such Goods as sold hereunder are covered by a patent or other intellectual property right owned or controlled by Seller.

8. AFFILIATES:
Part or all of the Order may be performed, and part or all of the rights hereunder against Purchaser may be enforced, by Seller or by any one or more of Seller's Affiliates.

9. INSTALLATION:
Unless otherwise indicated, the quoted prices do not include installation or other services which may be provided by Seller. If such services are provided by Seller upon Purchaser's request, Purchaser shall be charged in accordance with Seller's prevailing schedule of charges for the applicable services. If Seller's personnel will be working in an area of Purchaser's plant with union personnel, Purchaser must make all necessary arrangements for Seller's personnel to perform installation work in harmony with local unions and applicable laws. Purchaser acknowledges (a) that Seller may elect to perform services remotely using audiovisual equipment or other technology where Seller determines that such remote provision of services is feasible and (b) that such remote provision of services may be subject to additional terms and conditions not set forth herein. Purchaser must secure all applicable permits and pay all applicable fees and charges prior to Seller performing any installation work.

10. CONFIDENTIALITY:
All non-public, confidential or proprietary information of Seller, including but not limited to specifications,samples, patterns, designs, plans, drawings, documents, data, business operations, customer lists, pricing,discounts or rebates, disclosed by Seller or any of its affiliates or representatives to Purchaser, whether disclosed orally or disclosed or accessed in written, electronic or other form or media, and whether or not marked, designated or otherwise identified as "confidential" in connection with the Agreement is confidential, solely for the use of the Goods as contemplated by the Agreement and may not be disclosed or copied unless authorized in advance by Seller in writing. Seller shall be entitled to injunctive relief for any violation of this Section of these Terms. Unless otherwise agreed to in writing by Seller, Seller will not be bound by any obligations of confidentiality or non-disclosure. This Section of these Terms does not apply to information that is:
(a) in the public domain; (b) known to Purchaser at the time of disclosure; or
(c) rightfully obtained by Purchaser on a non-confidential basis from a third party.

11. CANCELLATION; CHANGES BY PURCHASER:
Seller, Purchaser shall be responsible for cancellation charges that include all costs associated with the Goods, plus 15% markup incurred under the Order through the effective date of such cancellation. Seller shall submit an invoice for cancellation charges to Purchaser within 30 days of Seller's written acceptance of cancellation notice. Purchaser shall pay such invoice in full within thirty (30) days of invoice date. In the event delivery postponement is accepted by Seller's written consent, Purchaser shall be responsible for all transportation and storage costs incurred as a result of delivery postponement.

12. TRADE TERMS:
The trade terms used herein (for example "FCA Seller location,") shall have the meaning defined by "Incoterms 2020" published by the International Chamber of Commerce, except as modified herein.

13. ARBITRATION:
Any controversy or claim arising out of or relating to the present contract, including the Order and the Agreement, or the breach thereof shall be settled by arbitration administered by the American Arbitration Association in accordance with its Commercial Arbitration Rules, and judgment on the award rendered by the arbitrator(s) may be entered in any court having jurisdiction thereof. The place of arbitration shall be Denver, Colorado.

14. SAFEGUARDING:
Purchaser assumes and shall bear all responsibility to order, install and use adequate and sufficient safeguards, work handling tools and safety devices to fully protect the operator and any other user of the Goods sold hereunder at all times in accordance with legal requirements under applicable federal, state, local, provincial and other laws and codes and industry accepted standards. Seller shall have no liability to Purchaser whatsoever for the failure of Purchaser to order, install or use such safeguards, work handling tools or safety devices and Purchaser agrees to indemnify, defend, and save Seller harmless from all liabilities, claims, demands, losses and expenses (including reasonable attorneys' fees) resulting from failure to order, install and use such safeguards, work handling tools or safety devices.

15. INDEMNITY:
Other indemnity provisions notwithstanding, Purchaser shall release, hold harmless, indemnify and defend Seller from and against any liabilities (including, without limitation, liability for negligence or strict liability), losses, claims, suits and costs on account of personal injuries (including death), or property loss, or damage to others caused by, arising out of, or relating to the design of Goods supplied hereunder or the design of packages or containers in which Goods supplied hereunder are shipped, if such Goods, packages or containers are made in material compliance with the Purchaser's designs or specifications or arising out of or relating to any misuse, modifications, alterations or changes by Purchaser of or to the Goods supplied hereunder or any software or other intellectual property embodied in or otherwise used in connection with the Goods.

16. OTHER:
(a)All technical advice or assistance furnished by Seller to Purchaser with regard to use of Goods sold hereunder is provided gratis, and Seller assumes noobligation or liability for such advice or assistance given or results obtained.
(b)If Purchaser is unable to accept Goods on schedule and requests postponement of delivery, Purchaser shall pay Seller for all storage and handling charges for the Goods after the first scheduled delivery date, plus a service charge of one and one-half percent (1.5%) per month of the purchase price of such Goods.
(c)The Agreement and any right or interest hereunder may not be assigned by Purchaser without Seller's prior written consent. Any purported assignment or delegation in violation of this Section is null and void. No assignment or delegation relieves Purchaser of any of its obligations under these Terms.

17.GOVERNING LAW:
The Agreement shall be governed by and construed under the laws of the State of Colorado, excluding those provisions relating to choice or conflict of law and excluding the United Nations Convention on Contracts for the International Sale of Goods.

16.COMPLIANCE WITH LAWS:
Purchaser shall comply with all applicable laws, regulations and ordinances. Purchaser shall maintain in effect all the licenses, permissions, authorizations, consents and permits that it needs to carry out its obligations with respect to the Agreement. Without limiting the generality of the foregoing:
(a) Purchaser shall comply with all export and import laws of all countries involved in the sale of the Goods under the Agreement or any resale of the Goods by Purchaser. Purchaser assumes all responsibility for shipments of the Goods requiring any government import clearance. Seller may terminate the Agreement if any governmental authority imposes countervailing duties or any penalties on the Goods. Seller will have no liability to Purchaser in the event that an export license is delayed, not approved or is later withdrawn or suspended. Purchaser's obligation to comply with all applicable export control laws and regulations shall survive any termination or discharge of any other contract obligations. Purchaser shall immediately notify Seller in the event that Purchaser, or in the case of re-sale of the Goods by Purchaser any of Purchaser's customers, being suspended, debarred or declared ineligible by any government entity or upon receipt of a notice of proposed debarment from any such entity during the performance of the Agreement, in which case Seller may immediately terminate the Agreement without liability to Purchaser.
(b) Purchaser shall comply with the U.S. Foreign Corrupt Practices Act and all other applicable anticorruption laws and regulations in the United States or anyother jurisdiction that may be applicable to the Goods or Purchaser's purchaser thereof, including, without limitation, the European Union.