



## **STANDARD PURCHASE ORDER** **TERMS AND CONDITIONS**

### **Purpose**

The purpose of these Standard Purchase Order Terms and Conditions (“Terms”) is to establish uniform commercial, legal, and quality requirements governing the procurement of goods, materials, equipment, components, and related services by MYER Industries, LLC and its affiliated entities (collectively referred to herein as “MYER” or “Buyer”).

These Terms are intended to allocate risk appropriately between Buyer and Seller, ensure conformity with contractual and code requirements, provide clear remedies in the event of nonconforming or defective goods, and prevent the unilateral imposition of supplier-favorable terms that could expose MYER to unreasonable commercial or operational risk. These Terms further support MYER’s obligation to meet customer, regulatory, and industry requirements while maintaining supply chain accountability and quality assurance.

### **Scope**

These Terms apply to all Purchase Orders issued by MYER for the procurement of goods and related services unless expressly superseded by a separately executed written agreement signed by an authorized officer of MYER.

These Terms govern:

- Domestic and international purchases
- Raw materials, clad materials, alloys, fabricated components, equipment, and assemblies
- Custom-engineered and specialty materials
- Standard commercial goods
- Any services incidental to the supply of goods

These Terms apply regardless of whether Seller’s quotation, acknowledgment, invoice, or other documentation contains additional or conflicting provisions. Any such provisions are rejected unless expressly accepted in writing by MYER.

For purposes of these Terms:

- “Buyer” shall mean MYER Industries, LLC and any affiliated entity identified on the Purchase Order.
- “Seller” shall mean the entity supplying goods or services pursuant to the Purchase Order.

These Terms shall be incorporated by reference into every MYER Purchase Order and shall control unless specifically modified in writing by MYER.



## **1. ACCEPTANCE AND PRECEDENCE**

- 1.1. This Purchase Order ("PO") constitutes Buyer's offer to purchase the goods described herein.
- 1.2. Seller's acknowledgment, shipment, or commencement of performance constitutes acceptance of this PO.
- 1.3. These Terms and Conditions shall govern exclusively. Any additional or conflicting terms proposed by Seller (including in quotations, acknowledgments, invoices, or standard terms) are rejected unless expressly accepted in writing by Buyer.
- 1.4. In the event of conflict between this PO and Seller's documents, this PO shall prevail.

## **2. CONFIDENTIALITY/NON-DISCLOSURE**

- 2.1. Seller acknowledges that, in connection with this Purchase Order, it may receive or have access to confidential or proprietary information of Buyer, including but not limited to drawings, specifications, technical data, customer information, pricing, business plans, and manufacturing processes ("Confidential Information").
- 2.2. Seller agrees that it shall:
  - Use Confidential Information solely for the purpose of performing under this Purchase Order;
  - Not disclose such information to any third party without Buyer's prior written consent;
  - Restrict access to Confidential Information to employees or subcontractors with a legitimate need to know and who are bound by similar confidentiality obligations;
  - Protect Confidential Information with at least the same degree of care used to protect its own confidential information, but in no event less than reasonable care.
- 2.3. Confidential Information shall not be used by Seller for its own benefit or for the benefit of any third party.
- 2.4. Upon completion or termination of this Purchase Order, Seller shall, upon request, return or destroy all Confidential Information.
- 2.5. These obligations shall survive completion or termination of the Purchase Order.

## **3. PRICE**

- 3.1. Prices are firm and fixed. No price increases shall be effective without prior written approval by Buyer.
- 3.2. Seller shall not pass through increases in raw material, labor, energy, freight, or other costs unless specifically agreed in writing by Buyer prior to shipment.
- 3.3. Unless otherwise stated, prices include all packaging, marking, certification, inspection, and documentation required by this PO.

## **4. PAYMENT TERMS**

- 4.1. Payment terms are as stated on the face of the PO.
- 4.2. Payment shall not constitute acceptance of goods.
- 4.3. Buyer may withhold payment for goods that are non-conforming, defective, or subject to dispute.

## **5. DELIVERY**

- 5.1. Time is of the essence.
- 5.2. Seller shall deliver goods on or before the delivery date specified.
- 5.3. If Seller anticipates delay, Seller must notify Buyer in writing immediately. Seller acknowledges that delivery timing is material to Buyer's contractual commitments and agrees that such damages are reasonably foreseeable.
- 5.4. Buyer reserves the right to recover damages caused by delayed delivery, including but not limited to:
  - Expediting costs
  - Additional freight
  - Liquidated damage passed through from Buyer's customer
  - Overtime and labor inefficiencies
- 5.5. Buyer's recovery of delay damages shall not be limited by any limitation of liability provision.
- 5.6. If delay exceeds ten (10) calendar days without written agreement, Buyer may cancel the PO without penalty.



## **6. INSPECTION AND ACCEPTANCE**

- 6.1. All goods are subject to inspection and acceptance at Buyer's facility.
- 6.2. Buyer may reject goods that:
  - Do not conform to specifications
  - Fail required testing
  - Contain defects in materials or workmanship
  - Fail to meet certain requirements
- 6.3. Rejected goods shall, at Buyer's option:
  - Be replaced at Seller's expense, or
  - Be refunded in full
- 6.4. Seller shall reimburse Buyer for all reasonable costs associated with rejection, including:
  - Freight
  - Storage
  - Handling
  - Inspection
  - Testing

## **7. WARRANTY**

- 7.1. Seller warrants that all goods:
  - Are new and free from defects
  - Conform strictly to specifications
  - Meet all applicable ASME, ASTM, or other relevant industry standards
  - Are merchantable and fit for intended purpose
- 7.2. Warranty period shall be the longer of:
  - 24 months from delivery, or
  - 18 months from Buyer's finished product
- 7.3. If defective material is discovered before, during, or after Buyer's incorporation of the goods into the Buyer's finished product, Seller shall reimburse Buyer for:
  - Replacement material costs
  - Reasonable labor required for removal and replacement
  - Rework costs
  - Direct fabrication costs rendered unusable due to defect

## **8. LATENT DEFECTS**

- 8.1. Seller shall remain responsible for latent defects not discoverable upon reasonable inspection at time of receipt.
- 8.2. Buyer's use or processing of materials does not waive Seller's responsibility for latent defects.

## **9. LIABILITY**

- 9.1. Seller shall be liable for direct damages resulting from defective or nonconforming goods.
- 9.2. Seller's liability shall not be artificially limited to a percentage of contract value.
- 9.3. Seller shall indemnify and hold Buyer harmless from claims arising from:
  - Defective materials
  - Failure to meet specifications
  - Product liability attributable to Seller's materials
- 9.4. Limitation of liability clauses that exclude consequential damages shall not apply where damage results from Seller's defective materials or failure to conform.



## **10.INSURANCE REQUIREMENTS**

- 10.1. Seller shall maintain, at its own expense, commercially reasonable insurance coverage, including general liability and product liability insurance, in amounts customary for the industry and sufficient to cover its obligations under this Purchase Order.
- 10.2. Upon request, Seller shall provide certificates of insurance evidencing such coverage.
- 10.3. Seller's insurance shall not limit its liability under this Purchase Order.

## **11.QUALITY REQUIREMENTS**

- 11.1. Seller shall provide all required MTRs, UT reports, shear test results, heat traceability documentation, or any other quality assurance documents specified on the Purchase Order.
- 11.2. Certifications must be provided prior to shipment unless otherwise agreed.
- 11.3. Buyer reserves the right to audit Seller's quality records relevant to this Purchase Order.

## **12.PACKAGING & SHIPPING**

- 12.1. Goods must be properly packaged to prevent damage, contamination, or corrosion.
- 12.2. Where relevant, Seller shall ensure segregation of alloy materials to prevent cross-contamination.
- 12.3. Title and risk of loss shall pass upon receipt and acceptance at Buyer's facility unless otherwise agreed in writing.

## **13.FORCE MAJEURE**

- 13.1. Neither party shall be liable for delay due to events beyond reasonable control.
- 13.2. Force majeure shall not excuse payment obligations or excuse Seller from timely notice of delay.
- 13.3. Extended force majeure exceeding thirty (30) days allows Buyer to cancel without penalty.

## **14.TERMINATION**

- 14.1. Buyer may terminate for cause upon Seller's material breach.
- 14.2. Buyer may terminate for convenience upon reasonable notice, paying only for conforming goods completed to date.

## **15.GOVERNING LAW**

- 15.1. This PO shall be governed by the laws of the State of Alabama, USA.
- 15.2. Venue shall lie exclusively in Mobile County, Alabama.
- 15.3. The UN Convention on Contracts for the International Sale of Goods (CISG) shall not apply.

## **16.SEVERABILITY**

- 16.1. If any provision is unenforceable, remaining provisions remain in effect.