



## **1. ACCEPTANCE OF TERMS; FORMATION OF CONTRACT**

These Terms and Conditions of Sale ("Terms") govern and are incorporated into every quotation, order acknowledgment, invoice, shipment, delivery, and sale of goods or services by Aleph America Corporation ("Seller"). Seller's acceptance of any order is expressly conditioned upon Buyer's assent to these Terms.

Buyer shall be deemed to have accepted these Terms upon the earliest of:

- issuance of a purchase order;
- acceptance of a quotation;
- receipt of Seller's order acknowledgment;
- payment for goods; or
- acceptance of delivery.

Any additional, inconsistent, or conflicting terms proposed by Buyer in any purchase order or other document are hereby objected to and rejected in their entirety and shall be of no force or effect unless expressly agreed to in a written agreement signed by an authorized representative of Seller.

Under Uniform Commercial Code Section 2-207, Seller's acceptance is expressly made conditional on Buyer's agreement to these Terms, and shipment of goods shall not be deemed acceptance of Buyer's terms.

## **2. ORDER OF PRECEDENCE; ENTIRE AGREEMENT**

In the event of any conflict between these Terms and any other document, including Buyer's purchase order, these Terms shall control unless Seller expressly agrees otherwise in a separate signed writing.

These Terms, together with Seller's quotation and order acknowledgment, constitute the entire agreement between the parties and supersede all prior or contemporaneous discussions, understandings, negotiations, agreements, or representations.

No amendment, modification, or waiver shall be binding unless made in writing and signed by Seller. Course of dealing, usage of trade, or course of performance shall not be used to modify or supplement these Terms to Buyer's benefit.

## **3. PRICING; PRICE ESCALATION; ALLOCATION**

All pricing is subject to Seller's written confirmation and may be adjusted prior to acceptance. Seller reserves the right to adjust pricing at any time to reflect increases in:

- raw materials;
- precious metals;
- energy costs;
- labor;
- freight or logistics;
- tariffs, duties, taxes, or governmental actions;
- exchange rate fluctuations; or
- supply chain disruptions or other costs beyond Seller's control.

If Buyer does not accept revised pricing, Seller may suspend or terminate affected orders without liability.

In the event of supply shortages, capacity constraints, or other allocation events, Seller may allocate available production and inventory among its customers in a commercially reasonable manner without liability. "Commercially reasonable" means actions consistent with normal industry practice while considering Seller's available capacity, contractual obligations, safety, and economic feasibility.

All prices are exclusive of any federal, state, provincial, local, value-added, sales, use, excise, import, export, or similar taxes. Buyer shall be responsible for all such taxes, duties, and governmental charges unless Buyer provides Seller with a valid exemption certificate acceptable to the applicable taxing authority.

Standard packaging is included in Seller's quoted price. Special packaging, labeling, serialization, RFID, or customer-specific requirements shall be quoted separately.

#### **4. PAYMENT TERMS; CREDIT**

Unless otherwise agreed in writing, payment terms are net thirty (30) days from invoice date.

All new customers shall be subject to advance payment or prepayment terms until creditworthiness has been established to Seller's satisfaction. Seller may require completion of a credit application, trade references, financial review, or payment history before extending credit terms.

Past due amounts shall accrue interest at the rate of one and one-half percent (1.5%) per month or the maximum rate permitted by law, whichever is less.

Buyer shall reimburse Seller for all collection costs, including reasonable attorneys' fees, costs, and expenses incurred in enforcing Seller's rights.

Buyer shall not withhold, offset, deduct chargebacks, apply credits, or otherwise reduce payment without Seller's prior written consent.

Seller reserves the right, at any time and in its sole discretion, to suspend shipments, modify credit terms, require advance payment, or terminate open orders if Buyer's financial condition becomes unsatisfactory or if Buyer fails to make timely payments.

#### **5. DELIVERY; RISK OF LOSS; TITLE**

Unless otherwise agreed in writing, all deliveries shall be made FCA Seller's facility (Incoterms 2020). Risk of loss and title to the goods shall pass to Buyer upon delivery to the carrier.

Delivery dates are estimates only and are not guaranteed. Seller shall not be liable for any delay in delivery or failure to perform due to material shortages, transportation interruptions, labor disruptions, governmental actions, or other causes beyond Seller's reasonable control.

#### **6. FORCE MAJEURE**

Seller shall not be liable for any delay or failure to perform resulting from causes beyond its reasonable control, including but not limited to acts of God, natural disasters, pandemics, war, terrorism, labor disputes, utility failures, cyber incidents, supply chain disruptions, shortages of labor or materials, governmental regulations, or transportation delays.

Seller's obligations shall be suspended for the duration of such event. During any force majeure event, Seller may allocate available production and inventory among customers at Seller's sole discretion.

#### **7. INSPECTION; ACCEPTANCE**

Buyer shall inspect all goods promptly upon receipt and, in any event, within ten (10) business days.

Buyer must provide written notice of any alleged defects, shortages, shipping damage, visible defects, or nonconformities within such period. Failure to provide timely notice shall constitute irrevocable acceptance of the goods and a waiver of any claims relating thereto.

## **8. LIMITED WARRANTY; EXCLUSIVE REMEDY**

Seller warrants that the goods shall materially conform to mutually agreed specifications and be free from defects in material and workmanship for a period of twelve (12) months from the date of delivery or eighteen (18) months from manufacture, whichever occurs first.

Buyer's sole and exclusive remedy for any breach of warranty shall be, at Seller's option, repair, replacement, or credit for the nonconforming goods. This exclusive remedy is a material part of the basis of the bargain between the parties.

This warranty does not apply to misuse, improper installation, unauthorized repair, alteration, abuse, improper storage, normal wear and tear, or any condition not caused solely by Seller.

Warranty claims must be submitted in writing within the warranty period. Failure to provide timely written notice constitutes waiver of the warranty claim.

## **9. DISCLAIMER OF WARRANTIES**

EXCEPT AS EXPRESSLY SET FORTH IN THESE TERMS, SELLER MAKES NO WARRANTIES WHATSOEVER, EXPRESS OR IMPLIED, AND EXPRESSLY DISCLAIMS ALL IMPLIED WARRANTIES, INCLUDING BUT NOT LIMITED TO WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND NON-INFRINGEMENT.

Buyer acknowledges that it has not relied on any representations or warranties not expressly set forth herein.

## **10. LIMITATION OF LIABILITY**

TO THE MAXIMUM EXTENT PERMITTED BY LAW, SELLER'S TOTAL LIABILITY ARISING OUT OF OR RELATED TO ANY SALE, WHETHER IN CONTRACT, TORT, OR OTHERWISE, SHALL NOT EXCEED THE PURCHASE PRICE PAID FOR THE SPECIFIC GOODS GIVING RISE TO THE CLAIM.

IN NO EVENT SHALL SELLER BE LIABLE FOR ANY INDIRECT, INCIDENTAL, CONSEQUENTIAL, SPECIAL, OR PUNITIVE DAMAGES, INCLUDING WITHOUT LIMITATION LOST PROFITS, LOSS OF BUSINESS, PRODUCTION DOWNTIME, LOSS OF GOODWILL, PENALTIES, RECALL COSTS, OR FIELD SERVICE EXPENSES, EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

## **11. CANCELLATION; ORDER CHANGES**

Buyer may not cancel, reschedule, or modify any order without Seller's prior written consent.

Seller reserves the right to impose cancellation fees, restocking charges, charges for work in progress, or other costs incurred by Seller. Custom, special-order, or made-to-order goods are non-cancelable and non-refundable.

## **12. AUTOMOTIVE QUALITY REQUIREMENTS**

Seller maintains quality systems aligned with automotive industry standards, including IATF 16949 where applicable.

Buyer-specific requirements shall only apply if clearly communicated, reviewed by Seller, and expressly accepted in writing.

Seller shall not be bound by requirements contained solely within supplier portals, manuals, websites, or unilateral customer updates unless expressly agreed.

### **13. PPAP REQUIREMENTS**

Production Part Approval Process ("PPAP") requirements must be mutually agreed in writing prior to production.

Any changes to PPAP level, validation requirements, testing scope, documentation, tooling, or submission timing may result in additional charges, revised lead times, and/or updated pricing.

Buyer shall bear costs associated with engineering changes, customer-requested modifications, or resubmissions unless caused solely by Seller nonconformance.

### **14. NONCONFORMING PRODUCT**

Buyer shall notify Seller immediately upon discovery of alleged nonconforming product and provide part number, quantity, lot/date code, defect description, traceability data, and supporting evidence.

Seller shall be provided reasonable opportunity to inspect, investigate, and determine root cause.

No returns shall be made without Seller-issued RMA authorization.

### **15. CHARGEBACKS**

Buyer shall not impose chargebacks, penalties, debit memos, labor charges, administrative fees, sorting charges, downtime costs, or other deductions without Seller's prior written approval.

All claims must include documented root cause analysis, cost breakdown, supporting evidence, and proof of Seller responsibility.

### **16. CONTAINMENT AND CORRECTIVE ACTION**

Seller shall implement commercially reasonable containment and corrective action for confirmed Seller nonconformance.

Premium freight, third-party sorting, or extraordinary containment costs require Seller's prior written approval.

### **17. ENGINEERING CHANGES**

All engineering changes must be submitted in writing, mutually reviewed, and formally approved.

Seller reserves the right to adjust pricing, revise tooling charges, modify lead times, and require updated PPAP submissions.

### **18. FORECASTS AND RELEASES**

Buyer forecasts are provided for planning purposes only and are non-binding unless otherwise agreed.

Seller shall not be responsible for excess inventory, unused raw materials, canceled releases, or abrupt volume reductions caused by Buyer forecast fluctuations.

### **19. TOOLING**

Unless otherwise agreed, tooling remains Seller property.

If tooling is Buyer-owned, Buyer assumes risk of loss, maintenance costs may apply, and Seller retains possessory rights until all obligations are satisfied.

### **20. TRACEABILITY**

Seller shall maintain traceability consistent with agreed automotive requirements.

Extended traceability obligations must be mutually agreed prior to production.

## **21. RECALLS AND FIELD ACTIONS**

Seller shall not be liable for recalls, field service campaigns, OEM warranty extensions, penalties, or regulatory actions unless caused solely by Seller's verified defect and expressly accepted in a separate signed agreement.

## **22. EXPEDITED FREIGHT**

Any expedited freight requested by Buyer, or caused by Buyer schedule changes, shall be paid by Buyer.

Premium freight attributable solely to Seller fault requires prior written agreement.

## **23. EDI AND SYSTEMS**

Seller shall not be responsible for EDI transmission failures, release inaccuracies, forecasting errors, or Buyer system failures.

Buyer remains responsible for verification of all releases and schedules.

## **24. AUDIT RIGHTS**

Any Buyer audit shall require reasonable advance notice, occur during normal business hours, and be limited in scope.

Seller shall not be obligated to disclose proprietary information, cost structures, supplier identities, or confidential business information.

## **25. CYBERSECURITY**

Seller shall implement commercially reasonable cybersecurity practices.

Seller shall not be liable for cyber incidents or data breaches unless caused by Seller's gross negligence or willful misconduct.

## **26. ESG / SUSTAINABILITY**

Seller makes no warranties regarding ESG metrics, carbon footprint, sustainability reporting, or environmental disclosures unless separately agreed in writing.

## **27. INTELLECTUAL PROPERTY**

All intellectual property rights in and to the goods, including designs, drawings, and specifications, shall remain the exclusive property of Seller.

No license or ownership rights are granted except as necessary for Buyer's use of the goods.

Buyer shall not reverse engineer, decompile, analyze, duplicate, or reproduce Seller's products except as required by applicable law.

Seller shall use commercially reasonable efforts to procure materials from reputable sources. Except as expressly agreed, Seller shall have no obligation to comply with customer-specific counterfeit prevention programs beyond applicable law and industry standards.

## **28. CONFIDENTIALITY**

Buyer shall not disclose any confidential or proprietary information received from Seller to any third party and shall use such information solely for purposes of using the goods.

All technical, commercial, pricing, and business information exchanged shall remain confidential and shall not be disclosed without prior written consent.

## **29. COMPLIANCE WITH LAWS**

Buyer shall comply with all applicable export laws, sanctions regulations, anti-corruption laws, trade compliance requirements, and other applicable laws.

Buyer shall not resell or use goods in violation of applicable law. Buyer represents that it will comply with all applicable U.S. export control laws and sanctions regulations and shall not export, re-export, transfer, or use Seller's products in violation of such laws.

## **30. INSURANCE**

Seller maintains commercially reasonable insurance coverage.

Seller's liability shall not exceed applicable insurance limits or the liability limits established herein, whichever is lower.

## **31. COMMERCIAL PRACTICALITY**

Seller shall not be obligated to perform any requirement that is commercially unreasonable, creates undue hardship, or materially differs from assumptions existing at the time of quotation.

## **32. INDEMNIFICATION**

Buyer shall indemnify, defend, and hold harmless Seller and its affiliates from and against any and all claims, damages, liabilities, costs, and expenses (including reasonable attorneys' fees) arising out of or related to Buyer's use, misuse, resale, or integration of the goods, Buyer's unauthorized modifications, Buyer's negligence, or Buyer's violation of applicable laws.

## **33. GOVERNING LAW; JURISDICTION AND VENUE**

These Terms shall be governed exclusively by and construed in accordance with the laws of the State of Nevada, without regard to its conflict of laws principles.

The parties agree that any legal action or proceedings shall be brought exclusively in the state or federal courts located in Clark County, Nevada, and the parties hereby consent to the personal jurisdiction of such courts.

## **34. ATTORNEYS' FEES**

In any dispute arising out of or related to these Terms, Seller shall be entitled to recover its reasonable attorneys' fees, costs, and expenses incurred in enforcing its rights.

## **35. ELECTRONIC TRANSACTIONS**

Electronic communications, signatures, transmissions, and records shall be legally binding and enforceable.

## **36. SURVIVAL**

Provisions relating to payment, warranty limitations, limitation of liability, indemnification, confidentiality, governing law, dispute resolution, and any other provisions that by their nature should survive shall survive termination or expiration.

## **37. SEVERABILITY**

If any provision is held invalid or unenforceable, the remaining provisions shall remain in full force and effect.

## **38. WAIVER**

Failure to enforce any provision shall not constitute waiver of future enforcement rights.

### 39. ASSIGNMENT

Buyer may not assign any rights or obligations without Seller's prior written consent.

### 40. NO THIRD-PARTY BENEFICIARIES

These Terms are solely for the benefit of Buyer and Seller and create no rights in third parties.

### 41. ORDER PRIORITY

Seller reserves the right to prioritize production and allocation among customers based upon commercial considerations and available capacity.

### 42. SERVICE PARTS

Long-term service or aftermarket obligations must be separately negotiated in writing.

Seller reserves the right to renegotiate pricing for extended service periods.

### 43. STORAGE FEES

Seller may assess storage fees for finished goods, tooling, or materials held at Buyer request or due to Buyer delays.

### 44. ACCEPTANCE

Buyer acknowledges and agrees that the issuance of a purchase order, acceptance of a quotation, receipt or acceptance of the Goods, payment of any invoice, or continued business dealings with Seller shall constitute Buyer's acceptance of these Terms and Conditions of Sale in their entirety. Such acceptance shall be effective regardless of whether Buyer executes the acknowledgment or signature section below, and Buyer waives any objection to these Terms based on the absence of a signed acceptance.

### 45. AVAILABILITY OF TERMS AND CONDITIONS

These Terms supersede all prior versions published. A current copy of these Terms and Conditions of Sale is continuously maintained and available on Seller's website at [www.aleph-usa.com/terms](http://www.aleph-usa.com/terms). Buyer acknowledges that these Terms are readily accessible prior to and throughout the parties' commercial relationship. Seller may update these Terms from time to time, and the version applicable to any transaction shall be the version in effect on the date Seller accepts the applicable order, unless otherwise expressly agreed in writing by an authorized representative of Seller.

#### ACCEPTED AND AGREED:

##### Buyer:

Company Name: \_\_\_\_\_

Company Address: \_\_\_\_\_  
\_\_\_\_\_

Name: \_\_\_\_\_

Authorized Signature: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

Phone: \_\_\_\_\_

E:mail: \_\_\_\_\_

##### Seller:

ALEPH AMERICA CORPORATION

6340 S. Sandhill Road, Suite 5,  
Las Vegas, Nevada 89120 USA

Phone (775) 827-8000

Fax (775) 827-8044

E-Mail: [info@aleph-usa.com](mailto:info@aleph-usa.com)

Website [www.aleph-usa.com/terms](http://www.aleph-usa.com/terms)