

MIDWEST METALLURGICAL LABORATORY, LLC - STANDARD TERMS AND CONDITIONS

Rev 3/27/26

- I. GENERAL.** This Standard Terms and Conditions (the “Terms”) between Midwest Metallurgical Laboratory, LLC, a Wisconsin limited liability company (“MML”) and the individual(s) or entit(ies) described in the Purchase Order (the “Customer”) (each a “Party” or collectively as “Parties) regarding the certain commercial laboratory testing requested by Customer in the Purchase Order (the “Services”). These Terms apply to all the Services provided by MML to Customer, and any other services completed by MML for Customer that are not identified in the Purchase Order. These Terms may in some instances conflict with some of the terms and conditions affixed in the Purchase Order or other documentation issued by Customer or MML regarding the Services to be provided to the Customer. In such instances, these Terms contained herein shall govern. MML’s failure to object to provisions contained in the Purchase Order or any other documentation provided by Customer or MML regarding the Services to be provided to the Customer, or any communication between MML and the Customer regarding such Services, shall not be deemed a waiver of the provisions herein. Any changes in the Terms contained herein must specifically be agreed to in writing and signed by an authorized officer of MML before becoming binding on either Party.
- II. SCOPE OF SERVICES.**
- (a) Methods; Professional Standards. MML shall perform the Services in accordance with (a) the methods identified in the Purchase Order, or, if none are identified, standard methods customarily used for similar analyses; and (b) generally accepted professional standards for laboratories of similar scope. Unless expressly stated in the Purchase Order, MML does not provide legal, regulatory, engineering, or product safety advice, and the Customer is solely responsible for determining the suitability of the Services for Customer’s intended use. Customer approval for simplified reporting of results is assumed. The simple decision rule is applied for statements of conformance unless otherwise specified.
- (b) No Guarantee of Outcomes. MML’s analytical testing may involve measurement uncertainty and sample variability. Test results are provided on the basis of simple acceptance. MML does not warrant that results will meet any specific criteria, regulatory thresholds, or third-party requirements, unless expressly set forth in the Purchase Order. Data presented represents only the item(s) tested.
- III. PRICING; PAYMENT TERMS.**
- (a) Fees. Fees are as set forth in the Purchase Order. Unless otherwise stated, fees are based on standard methods and expected sample matrices; additional work due to interferences, matrix effects, method modifications, or resampling will be billed at MML’s then current rates.
- (b) Shipping Fees and Conditions. All shipping, handling, and freight costs shall be the responsibility of the Customer. MML shall not be liable for any damage caused by shipping, handling or freight of any materials used while providing the Services.
- (c) Invoices; Payment. MML will invoice upon completion of the Services or as otherwise stated in the Purchase Order. Payment is due thirty (30) days from the invoice date. Undisputed overdue amounts accrue interest at the lesser of 1.5% per month or the maximum rate permitted under Wisconsin law. The Customer shall reimburse reasonable costs of collection, including the attorneys’ fees, for undisputed overdue balances.
- (d) Disputed Amounts. The Customer must notify MML, in writing, of any good-faith dispute within ten (10) days of invoice receipt, identifying the disputed amounts and reasons for the disputed amounts. The Parties shall work in good faith to resolve the disputes. Any undisputed amounts remain payable when due.
- (e) Taxes. The fees described in the Purchase Order exclude any applicable sales, use, excise and similar taxes. The Customer is responsible for applicable taxes, duties, and governmental charges excluding taxes on MML’s net income. If the Customer claims an exemption, it must provide a valid exemption certificate.
- IV. SAMPLES; CHAIN OF CUSTODY; RETENTION.**
- (a) Customer Responsibilities. Customer will (i) provide representative, properly preserved, and labeled samples; (ii) disclose known or suspected hazards, including biohazards, radioactivity, toxicity, or other known dangerous properties; and (iii) provide complete chain-of-custody documentation when requested. The Customer remains responsible for sample collection, packaging, and shipment, unless otherwise stated in the Purchase Order.
- (b) Sample Handling and Disposal. Title to samples transfers to MML upon receipt solely for the purpose of performing the Services. Unless otherwise agreed in writing, MML may consume, alter, or destroy samples in the course of analysis and may dispose of residual samples and associated waste in accordance with MML’s policies and applicable law after thirty (30) days minimum from work order issuance by MML.
- (c) Retention of Records. MML will retain analytical records and final reports for not less than seven (7) years from the report date, or such other period as may be required by applicable accreditation conditions or as specified in the Purchase Order.
- V. SCHEDULING; DELIVERY TERMS.**
- (a) Scheduling. Estimated turnaround times described by MML through the course of providing the Services to the Customer are targets and not guarantees. Turnaround may be affected by sample condition, matrix interferences, method constraints, required quality controls, instrumental availability, or force majeure events as described in Section 10 of these Terms.
- (b) Delivery of Reports. Reports or other deliverables by MML to the Customer will be delivered electronically to the contacts specified in the Purchase Order, or by other means if agreed to in writing. Risk of loss for deliverables passes to the Customer upon transmission or shipment.
- (c) Expedited Services. Expedited or after-hours Services are subject to MML’s written consent and the Customer may incur additional fees.
- VI. HAZARDOUS MATERIALS.** Radioactive materials are expressly forbidden on MML property. Other potentially hazardous materials, including known or suspected hazards, including biohazards, radioactivity, toxicity, or other known dangerous properties (the “PHM”) may only be transported to or accepted by MML after MML’s prior review of the applicable Material Safety Data Sheet and the written consent of MML. All PHM must be clearly marked and accompanied by an Material Safety Data Sheet prior to arrive on MML property. All potentially hazardous materials will be returned promptly after testing to the Customer at their expense.

VII. LIMITATION OF LIABILITY.

- (a) Limitation on Damages. To the maximum extent permitted by Wisconsin law, in no event will MML's aggregate liability arising out of or related to the Services or these Terms shall exceed the total amounts paid by the Customer for the specific Purchase Order giving rise to the claim during the six (6) month period preceding the event giving rise to liability.
- (b) Exclusion of Consequential Damages. To the maximum extent permitted by Wisconsin law, in no event will MML be liable for any indirect, incidental, special, consequential, exemplary, or punitive damages, or any loss of profits, revenue, goodwill, or use, even if advised of the possibility of such damages.
- (c) Essential Purpose. The limitations in this Section are fundamental elements of the bargain and apply notwithstanding any failure of essential purpose of any limited remedy.

VIII. INDEMNIFICATION.

- (a) By the Customer. The Customer will defend, indemnify and hold harmless MML and its affiliates, and their respective directors, officers, employees and agents from and against claims, losses, liabilities, damages, costs, and expenses (including reasonable attorneys' fees) arising out of or related to (a) the Customer's samples, including hazards, handling, transport, or disposal information provided or omitted by the Customer; or (b) the Customer's use or disclosure of such results; (c) infringement or violation resulting from the Customer's provided materials or instructions; or (d) the Customer's breach of these Terms, except to the extent caused by MML's willful misconduct or negligence.
- (b) Procedure. The indemnified Party will promptly notify the indemnifying Party of any claim and reasonably cooperate at the indemnifying Party's expense. The indemnifying Party will control the defense and settlement, provided no settlement imposes any admission or obligation on the Indemnified Party without its prior written consent.

IX. WARRANTIES; DISCLAIMER.

- (a) Limited Warranty. MML warrants that it will perform the Services in a professional and workmanlike manner in accordance with Section 2(a) of these Terms.
- (b) Exclusive Remedy. The Customer's exclusive remedy for breach of the foregoing warranty is, at MML's sole discretion, re-performance of the non-confirming Services or a refund of fees paid by the Customer for the non-confirming portion of the Services. The Customer must notify MML, in writing, within thirty (30) days of the report delivery related to the Services of the non-confirming portions of the Services.
- (c) Disclaimer. Except as expressly provided in Section 9(a) of these Terms, MML disclaims all warranties, whether express, implied, statutory, or otherwise, including any implied warranties of merchantability, fitness for a particular purpose, non-infringement, and warranties arising from the course of dealing or usage of trade. MML does not warrant that results will be error-free or suitable for regulatory submissions or third-party reliance unless expressly stated in the Purchase Order.

- X. **FORCE MAJEURE.** Neither Party shall be liable for delay or failure to perform the Services due to causes beyond such Party's reasonable control, including acts of God, labor disputes, epidemics, pandemics, war, terrorism, supply chain interruptions, utilities failures, or governmental

actions, provided the affected Party uses commercially reasonable efforts to mitigate and resumes performance of the Services promptly.

XI. TERMINATION; SUSPENSION.

- (a) Terminations for Convenience. Either Party may terminate a Purchase Order for convenience upon fifteen (15) days' prior written notice. The Customer will pay for the Services performed, committed costs, and reasonable demobilization expenses through the effective date of termination.
- (b) Termination for Cause. Either Party may terminate the Purchase Order immediately upon written notice if the other Party materially breaches and fails to cure within thirty (30) days after delivery of such notice.
- (c) Suspension. MML may suspend any or all of the Services if (i) undisputed invoices are overdue by more than fifteen (15) days; (ii) the Customer fails to provide required samples, information, or approvals; or (iii) safety concerns arise regarding samples.

XII. DISPUTE RESOLUTION. The Parties will first attempt in good faith to resolve any dispute arising out of or relating to these Terms, the Services or the Purchase Order between the Customer and MML by escalation to management representatives and negotiation for a period of thirty (30) days after written notice of the dispute. If not resolved, the Parties will participate in non-binding mediation in Waukesha County, Wisconsin before a mutually agreed mediator, within forty-five (45) days after the negotiation period, unless the Parties agreed in writing otherwise. If mediation is unsuccessful, either Party may bring an action in state or federal courts located in Waukesha County, Wisconsin, and the Parties consent to personal jurisdiction and venue therein. Either Party may seek interim injunctive or equitable relief at any time to protect its confidential information or intellectual property.

XIII. NOTICES. Notices must be in writing and delivered by hand, nationally recognized courier, mail, or email with confirmation, to the addresses set forth in the Purchase Order or as updated by notice.

XIV. GOVERNING LAW. These Terms, the Quote, or any other agreement between MML and the Customer shall be construed, interpreted, and enforced under the internal laws of the State of Wisconsin. The Customer agrees to exercise any rights or remedy in connection with these Terms exclusively in, and hereby submits to the jurisdiction of the State of Wisconsin, Courts of Waukesha County, Wisconsin, or the United States District Court in Milwaukee, Wisconsin.

XV. ASSIGNMENT. Neither Party may assign the Purchase Order without the other Party's prior written consent, except MML may assign to an affiliate or in connection with a merger, reorganization, or sale of substantially all assets, provided the assignee assumes the obligations. Any prohibited assignment is null and void.

XVI. ENTIRE AGREEMENT; MODIFICATIONS. These Terms, together with the Purchase Order, constitute the entire agreement regarding the Services between MML and the Customer, and supersede prior or contemporaneous proposals or communications on the subject.

XVII. SEVERABILITY; WAIVER. If any provision is held invalid or unenforceable, the remaining provisions remain in full force. No waiver is effective unless in writing and signed by the waiving Party, and no waiver of any breach constitutes a waiver of any other subsequent breach.