

**MANAR INC.**  
GLOBAL STANDARD TERMS AND CONDITIONS OF SALE

UPDATED AS OF JANUARY 1, 2026

The following global standard terms and conditions shall apply to any sales by MANAR, INC. or any of its affiliates, including, but not limited to, TENNPLASCO, LLC, GTR ENTERPRISES, LLC, MANAR MEDICAL INC., KEY MANUFACTURING, LLC and any other affiliate that provides to Customer or otherwise incorporates, attaches or references these global standard terms and conditions to any quotation or other offer made or delivered by such affiliate (as applicable, “Seller”) to any third party (“Customer”).

1. All quotations are subject to present and future federal, state and local laws, regulations, and orders of any applicable governmental authority (“Laws”).
2. This quotation is valid for 30 days from the issuance date unless otherwise indicated or in the event this quotation is earlier revoked in writing.
3. The goods will be delivered within a reasonable time after receipt of customer’s purchase order, subject to approval by Seller’s Credit Department. Seller shall not be liable for any delay, loss or damage in transit, or for late shipments, premium freight or other incidental costs if customer is on credit hold for any reason.
4. Seller may, in its sole discretion, without liability or penalty, make partial shipments of goods to customer. Each shipment will constitute a separate sale, and customer shall pay for the units shipped whether such shipment is in whole or partial fulfillment of customer’s purchase order.
5. When conflicting models and prints are submitted, prints will be followed, unless otherwise instructed by customer in writing. If requested, Seller will submit samples for approval when commencing molding, but without the necessity of deferring production pending customer’s inspection and approval, with Seller assuming responsibility for production in conformity with original specifications during the period necessary for customer’s inspection. Any change in specifications, prints, orders or instructions can be made only at customer’s written direction and at customer’s risk and expense.
6. Customer may not cancel, reduce or delay Seller’s production or deliveries hereunder, except with Seller’s consent, and subject to conditions imposed by Seller as to payment, storage, assumption of additional costs and indemnity against loss. Unless otherwise specifically stated, Seller may put molded parts in process up to sixty (60) days prior to scheduled delivery dates.
7. Prior to delivery by Seller, customer may cancel its acceptance of this quotation by delivering written notice to Seller. In that event, customer shall be liable to Seller for the sum of the following: (1) all labor and material costs expended or incurred by Seller on the mold, (2) cost of all materials specifically ordered or on hand for the mold and not yet in process, (3) all other costs expended or incurred by Seller by reason of the mold, including indirect and overhead costs, and (4) 15% of the full purchase price.
8. Customer will be deemed to have inspected and accepted all goods delivered by Seller unless written notice of rejection is given to Seller within thirty (30) days from delivery to customer. Seller reserves the right to correct or replace or credit the price of defective goods, which have been duly rejected and returned, transportation charges prepaid and which have not been altered or defaced or further processed in any way after delivery.
9. Any and all present and future applicable foreign or domestic sales, income, stamp, and other taxes, levies, imposts, tariffs, duties, deductions, charges, fees or withholdings imposed, levied, withheld, or assessed by any governmental authority, together with any interest or penalties imposed thereon and any changes therein (including any applicable change while a good is in transit) (“Taxes”), which Seller may be required to pay or collect under any applicable Law, in respect of the manufacture, sale, transportation or delivery of the goods covered hereby shall be for the account of customer and shall be paid by, or otherwise the sole responsibility of, Customer; provided, however, that Customer shall not be responsible for any Taxes imposed on, or with respect to, Seller's income, revenues, gross receipts, employees or real or personal property.
10. Customer acknowledges and agrees that the price or prices quoted within the quotation (i) are not fixed or firm, (ii) include Seller’s estimation of its costs and expenses related to the work to be performed related thereto under a best-case scenario and (iii) Seller may adjust such price or prices if Seller (acting reasonably and in good faith) cannot manufacture within the parameters included in this quotation, which adjustments may include, but are not limited to the following:
  - a. Raw material cost increases beyond those quoted will be passed onto customer.
  - b. In the event direct or indirect labor costs increase in excess of 5% of the quoted rate, the per piece part price included in this quotation will be adjusted to account for the full increase of such labor costs.
  - c. Overhead costs beyond the quoted rates will be adjusted in the per piece part price to account for the full increase of such overhead costs.
11. Maintenance of a mold is at customer’s expense when it is reasonably demonstrated to customer by Seller that customer’s mold requires greater than normal maintenance on account of any condition beyond Seller’s control.
12. Unless otherwise agreed, Seller will not accept third-party sorting personnel or expedited sort charges without the prior written consent from Seller’s management.
13. Customer shall pay all invoiced amounts due to Seller based upon the agreed terms of Seller’s invoice. Customer shall make all payments hereunder by wire transfer, check or such other payment method agreed to by Seller in writing and in US dollars. Customer shall reimburse Seller for all costs incurred in collecting any late payments, including, without limitation, reasonable attorneys' fees and court costs.
14. Mold(s) furnished by customer are to be held and used at customer’s risk and expense. Molds which remain in Seller’s possession and for which there are not active orders may be assessed storage fees in Seller’s reasonable discretion based on the nature of customer’s mold(ss).
15. Molds, tools and property stored in Seller’s possession have limited coverage under Seller’s insurance and Seller shall remain free from claims against such molds, tools and property in case of fire or other damaging perils unless additional coverage is negotiated and separately documented in writing.
16. Unless otherwise stated on customer’s blueprints, purchase order or other pertinent specifications and agreed upon by Seller and customer in writing, all injection molding work may be run at up to 100% regrind.
17. First article/100% layouts will be performed when requested upon one (1) piece per cavity unless otherwise specified by PPAP level or purchase order requirement. Additional layouts per cavity will be charged according to the number of features to be checked, the additional number of cavity repetitions to be checked and scheduling needs for inspection completion or outside laboratory costs.
18. Capability studies are performed when requested on a maximum of three (3) “key” or “CTQ” features using thirty (30) pieces per cavity, sub-groups of one (1), collected from three hundred (300) piece minimum runs over a twenty-four (24) hour minimum period. Additional “key” or “CTQ” features or additional pieces and/or sub-groupings will incur additional charges.

19. When requested by customer, a Gauge Repeatability and Reproducibility study (“GR&R”) will be furnished from historical data and/or performed using three (3) operators, two (2) trials and standards for measurements. A GR&R using additional operators, trials and/or measurements from actual product will incur additional charges.
20. Chemical, physical and/or performance testing is quoted using independent laboratories or in-house methodologies as may be specified on customer’s purchase order, drawings and other pertinent specifications. Any testing required after receipt of order is subject to additional charges as may be negotiated between Seller and customer and specified in writing.
21. Processing changes driven or requested by customer will require that a new quotation be delivered with respect to such goods or other work.
22. Any inspection and test tool or fixture built by Seller on behalf of customer will require customer’s approval of such item’s geometry and concept to assure that the item performs in manner consistent with customer’s expectations.
23. Seller reserves the right to outsource molding or other value added work as needed to support Seller’s schedule and cost commitments. Only customer approved or designated suppliers or those suppliers qualified under the auspices of Seller’s quality system requirements will be used. Customer assumes the risk of a failure to perform of any supplier approved or designated by customer or suppliers otherwise qualified under the auspices of Seller’s quality system requirements, including, any delay in delivery or transit of any goods to Seller or customer arising out of or related to the fact that such supplier is located in a country other than the United States, the relationship of such foreign jurisdiction with the United States and the laws of such foreign jurisdiction.
24. This quotation is based upon the following presumptions. Any deviation from such presumptions may impact quoted pricing with any cost increase passed along to customer or will require that a new quotation be delivered with respect to such goods or other work:
  - a. Verification of “key” or “CTQ” features using qualified, fixed feature, attribute gauging provided by customer or quoted with job and built by Seller, which shall not include verification of features during production by variable methods and/or the recording or reporting of statistical data.
  - b. The timely compliance by customer and customer’s supplier with established dates, deadlines and schedules for tooling, material and component delivery, production and inspection work.
  - c. The granting, in writing of Material Review Board authority, concurrent with the release of customer’s purchase order sufficient to allow Seller to exercise reasonable authority over “use-as-is” and/or “repair” dispositions of a non-conforming product where dimensions and/or features other than those designated “KEY” or “CTQ” are involved.
  - d. Injection molds and other tooling are received in condition satisfactory for production use and will be free of substandard steel conditions or other inherent problems.
  - e. All part geometry is final and reflects standard plastics part design.
  - f. A reasonable amount of engineering and manufacturing sample time cost will be incurred, which shall not include excessive amount of time, sampling or problems due to delays by customer or customer’s supplier, engineering changes, inherent design production ability problems or other material changes.
25. This quotation and these terms and conditions included herein comprise the entire agreement between the parties with respect to the subject matters covered hereby, and supersede all prior or contemporaneous understandings, agreements, negotiations, representations and warranties, and communications, both written and oral, with respect to the subject matters covered hereby. These terms and conditions prevail over any of customer’s general terms and conditions of purchase regardless of whether or when customer has submitted its purchase order or such terms and/or if Seller fulfils or take acts to fulfil or otherwise satisfy such purchase order. Fulfillment of Customer’s order does not constitute acceptance of any of Customer’s terms and conditions and does not serve to modify or amend these terms and conditions; provided, however, that, any execution or other acceptance or fulfillment of Customer’s purchase order shall serve as effective acceptance of Customer’s order, subject to the terms and conditions hereof.
26. Customer shall indemnify and hold harmless Seller from and against all loss, damage and expense resulting from or in connection with infringements of patents or trademarks.
27. These terms and conditions may only be amended or modified in a writing which specifically states that it amends these terms and conditions and is signed by an authorized representative of each party.
28. Seller represents and warrants that any goods sold are warranted to: (i) be substantially free from defects in material and workmanship when sold and (ii) comply with applicable customer specifications for the goods, within stated tolerances; provided, it shall be Customer’s responsibility to assure such specifications and tolerances will meet Customer’s and any third-party buyer’s or user’s use and compatibility requirements. Seller’s limited warranty is conditioned upon Customer’s acknowledgement and agreement that Customer has examined and tested samples, or has intentionally and knowingly declined to examine and test samples and Customer has independently determined that the goods (i) meet Customer’s and any third-party buyer’s or user’s use and compatibility requirements, regardless of Seller’s knowledge of such requirements and (ii) are appropriate for and comply with Laws relating to Customer’s and any third-party buyer’s or user’s intended or actual use.
29. **OTHER THAN THE EXPRESS WARRANTIES AND REPRESENTATIONS MADE IN THIS SECTION, SELLER MAKES NO, AND HEREBY EXPRESSLY DISCLAIMS, ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING ALL IMPLIED WARRANTIES OF MERCHANTABILITY OR OF FITNESS FOR A PARTICULAR PURPOSE, COURSE OF DEALING, USAGE OF TRADE OR NON-INFRINGEMENT, OR THAT MIGHT OTHERWISE ARISE FROM ANY REPRESENTATIONS MADE BY OR ON BEHALF OF SELLER OR FROM ANY DESCRIPTION OR SAMPLE OF ANY GOODS.**
30. **IN NO EVENT SHALL SELLER BE LIABLE TO CUSTOMER OR ANY THIRD PARTY FOR ANY LOSS OF USE, REVENUE OR PROFIT, OR FOR ANY CONSEQUENTIAL, INDIRECT, INCIDENTAL, SPECIAL, 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. THE FOREGOING LIMITATION SHALL NOT APPLY TO LIABILITY RESULTING FROM SELLER'S GROSS NEGLIGENCE OR WILLFUL MISCONDUCT.**
31. No waiver by Seller of any of the provisions of these terms and conditions is effective unless explicitly set forth in writing and signed by Seller. No failure to exercise, or delay in exercising, any right, remedy, power or privilege arising from these terms and conditions operates, or may be construed, as a waiver thereof. No single or partial exercise of any right, remedy, power or privilege hereunder precludes any other or further exercise thereof or the exercise of any other right, remedy, power or privilege.

32. Seller shall not be liable or responsible to customer, nor shall Seller be deemed to have defaulted or breached any agreement between the parties, for any failure or delay in fulfilling or performing any term of such agreement when and to the extent any failure or delay, or series of failures and/or delays arises out of is caused by or results from events, acts or circumstances beyond the reasonable control of Seller including, without limitation, acts of God, flood, fire, earthquake, explosion, the adoption, repeal or amendment of any Law or other governmental order or action, embargos, blockades or other delays, restrictions or prohibitions in the international shipping industry generally or between the United States and any foreign jurisdiction (including any jurisdiction where a supplier of Seller is located), war, invasion or hostilities (whether war is declared or not), terrorist threats or acts, riot, or other civil unrest, national emergency, revolution, insurrection, epidemic, pandemic, lockouts, strikes or other labor disputes (whether or not relating to either party's workforce), or restraints or delays affecting carriers or inability or delay in obtaining supplies of adequate or suitable materials, materials or telecommunication breakdown or power outage (each a "**Force Majeure Event**") and in the event the payment terms of this quotation are otherwise satisfied but for the delivery or transit of a good is restricted on account of a Force Majeure Event, (i) such payment event shall be deemed to have been satisfied, (ii) customer shall timely satisfy its payment obligation, (iii) Seller shall resume the performance of its obligations as soon as reasonably practicable after the removal of the cause of the Force Majeure Event and (iv) to the extent any delay caused by the Force Majeure Event causes a delay unacceptable to customer, customer and Seller agree to negotiate in good faith a new quotation for any additional tools desired by customer provided that such new quotation shall not replace, amended or override this quotation unless affirmatively agreed by the parties and such new quotation shall reflect updated pricing necessary to address or avoid the impact of such Force Majeure Event.
33. Customer shall not assign any of its rights or delegate any of its obligations under this quotation without the prior written consent of Seller. Any purported assignment in violation of hereof is null and void. No assignment relieves customer of any of its obligations under this quotation.
34. If any term or provision of these terms and conditions is invalid, illegal or unenforceable in any jurisdiction, such invalidity, illegality or unenforceability shall not affect any other term or provision of these terms and conditions or invalidate or render unenforceable such term or provision in any other jurisdiction.
35. These terms and conditions are for the sole benefit of the parties hereto and their respective successors and permitted assigns and nothing herein, express or implied, is intended to or shall confer upon any other party any legal or equitable right, benefit or remedy of any nature whatsoever.
36. These terms and conditions and all related documents are governed by, and construed in accordance with, the laws of the State of Indiana, without giving effect to the conflict of laws provisions thereof to the extent such principles or rules would require or permit the application of the laws of any other jurisdiction.
37. Any legal proceeding seeking to enforce any provision of, or based on any right arising out of, this quotation and all related documents shall be brought in the courts of the State of Indiana, County of Marion, or, if it has or can acquire jurisdiction, in the United States District Court for the Southern District of Indiana, and all parties consents to the jurisdiction of such courts (and of the appropriate appellate courts) in any such action or proceeding and waives any objection to venue laid therein.

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