



COMMERCIAL CATALOG PRICE LIST ver. 4-17-2023 TERMS AND CONDITIONS

ARTICLE 1. COMMERCIAL CATALOG LIST

The material(s) covered by the Austal Commercial Catalog List are subject to the terms and conditions contained herein. Any additional or different terms and conditions proposed by the Customer will not be binding upon Austal USA, LLC ("Seller"), unless it specifically agrees to same in writing. Any order for or any statement of intent to purchase hereunder, any direction to proceed with the procurement and delivery, and any payment made shall constitute assent to these terms and conditions in support of the Commercial Catalog List. The Commercial Catalog List pricing was compiled based on these commercial terms and conditions and any additional terms and conditions required shall nullify pricing.

ARTICLE 2. PAYMENT

Payment shall be due and payable in the amount of 50% of the purchase price upon placement of a valid Purchase Order. The balance (remaining 50% payment) shall be due and payable upon delivery and receipt of the full order. Lead time stated per line item shall be effective upon receipt of initial payment of 50%. Each payment shall reference the Customer Purchase Order Number and shall be made to:

Account Name: Austal USA
Bank Name: Bank of America Merrill Lynch
ACH Routing: 063100277
Wire Routing: 026009593
Account: 898052408163

ARTICLE 3. MINIMUM ORDER REQUIREMENT - CANCELLATION POLICY

A minimum order value of \$10,000 is required for each Purchase Order. Shipping within the continental United States is included within the commercial pricing. A 50% Cancellation Fee of the total Purchase Order Price shall be applicable to all orders should an Order be canceled prior to delivery.

ARTICLE 4. INTELLECTUAL PROPERTY RIGHTS

No license under, for, or related to any intellectual property right is granted by Seller to Customer directly or indirectly by placement of Order, nor are any rights of ownership otherwise granted in any Seller Proprietary Information obtained by Customer in connection with this Order. Proprietary Information includes, but is not limited to, Seller's processes, pricing data, technical data, and drawings as well as materials marked or otherwise identified as Proprietary Information.

ARTICLE 5. WARRANTIES

EXCEPT AS EXPRESSLY STATED IN THE ORDER, SELLER DOES NOT MAKE, AND HEREBY DISCLAIMS, ANY AND ALL EXPRESS OR IMPLIED WARRANTIES, INCLUDING, BUT NOT LIMITED TO, WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, NONINFRINGEMENT OF INTELLECTUAL PROPERTY AND TITLE, AND ANY WARRANTIES ARISING FROM A COURSE OF DEALING, USAGE, OR TRADE PRACTICE.

ARTICLE 6. LIMITATION OF LIABILITY

IN NO EVENT, WHETHER IN CONTRACT, WARRANTY, TORT (INCLUDING NEGLIGENCE), OR OTHERWISE, SHALL SELLER'S AGGREGATE LIABILITY TO CUSTOMER, ANY EMPLOYEE, AGENT, OR

CONTRACTOR OF CUSTOMER, OR ANY THIRD PARTY, INCLUDING INTEREST FOR DAMAGES SUSTAINED BY THEM, EXCEED THE TOTAL AMOUNT PAID BY CUSTOMER TO SELLER UNDER THE ORDER. IN NO EVENT SHALL SELLER BE LIABLE FOR SPECIAL, INCIDENTAL, EXEMPLARY, CONSEQUENTIAL, OR PUNITIVE DAMAGES.

ARTICLE 7. EXPORT COMPLIANCE

Shipment of Goods, Articles, provision of Services, and delivery of Technical Information under the Service Agreement is subject to all laws, rules, and regulations which govern export, re-export, or otherwise pertain to export controls of the United States, including, but not limited to, the U.S. Department of Commerce Export Administration Regulations (EAR), 15 C.F.R. § 300-799, and the U.S. Department of State International Traffic in Arms Regulations (ITAR), 22 C.F.R. § 120-130. Customer agrees to indemnify and hold Seller harmless from any claims or liability arising from Customer's failure to comply with all such laws, rules, and regulations.

ARTICLE 8. FAR / DFAR EXCLUSION

Unless expressly agreed to in writing by Seller, or as may be required by statute, all Federal Acquisition Regulation (FAR) or Department of Defense Federal Acquisition Supplement (DFAR) requirements are excluded from the Commercial Catalog List Pricing and from the Order and any such FAR or DFAR requirements that are included in the Customer's Purchase Order shall be considered null and void and are rejected in their entirety by Seller.

ARTICLE 9. INDEMNIFICATION

Customer agrees to indemnify and hold harmless Seller and Seller's members, executives, agents, employees, affiliates, successors, and assigns from and against any and all claims, actions, demands, and liabilities, including, but not limited to reasonable attorney fees, arising in whole or in part, directly or indirectly, from the acts or omissions (including negligence) of Customer or Customer's executives, employees, agents, or contractors.

ARTICLE 10. DISPUTE RESOLUTION

The parties shall endeavor in good faith to settle all claims and disputes. Any controversy or claim arising out of or relating to the Order provided hereunder not resolved by good faith efforts to settle, shall be decided by arbitration which shall be administered in accordance with the Commercial Arbitration Rules of the American Arbitration Association, and judgment on the award rendered by the arbitrator or arbitrators may be entered in any court having jurisdiction thereof.

ARTICLE 11. FORCE MAJEURE

Neither party hereto shall be deemed in default of the Order to the extent that performance of its obligations (other than an obligation of payment) or attempts to cure any breach are delayed or prevented by reason of any act of God, fire, natural disaster, accident, epidemic, civil disturbance, terrorism, acts or omissions of suppliers and other third parties, act of government, strikes, unavailability of material, facilities, telecommunications services or supplies or any other cause beyond the reasonable control of such party (each, a "Force Majeure Event").

ARTICLE 12. MISCELLANEOUS

Each party to the Service Agreement is an independent contractor and nothing in the Order shall be construed to create a partnership, joint venture, or any relationship of employer-employee, master-servant, or principal-agent. No failure by Seller to exercise any power or remedy given it hereunder, or to insist upon strict compliance by Customer of any obligation hereunder, and no custom or practice at variance with the terms hereof shall constitute a waiver of Seller's right to demand exact compliance with any of the terms hereof. The Order is the complete agreement between the parties, and no modification, amendment, rescission, waiver, or other changes will be binding on Seller unless Seller specifically agrees to same in writing. Any oral or written representation, warranty, course of dealing, or trade usage not contained or referenced in the Order will not be binding on Seller. The Order shall be construed in accordance with and governed by the laws of the State of Alabama.