

**U.S. Metals LLC's Binding Terms and Conditions**  
**Last modified: September 10, 2025**

Thank you for doing business with U.S. Metals LLC. Unless otherwise expressly agreed in writing, all sales by U.S. Metals are subject to the following terms and conditions (the "Terms"), which you agree to accept by making a purchase from U.S. Metals.

U.S. Metals LLC ("Seller") is a Nevada limited liability company offering certain products (the "Products") for sale. Any person or business entity purchasing, directly or indirectly through another person or entity, any Product from Seller shall be referred to herein as "Buyer." Buyer's ability to purchase any Product is conditional upon their acceptance of these Terms. These Terms shall be controlling over any other agreement, condition, term, offer, or statement made by either Buyer or Seller. Any offer, terms or other conditions made or proposed by Buyer are expressly rejected and these Terms shall be considered a counteroffer to such offer from Buyer. Receipt of the Product acceptance of any quote referencing these Terms shall constitute binding acceptance of these Terms. Buyer and Seller recognize these Terms as the full, complete and exclusive agreement between Buyer and Seller with respect to Buyer's purchase of any Product. No waiver, consent, term, modification, change or amendment to these Terms will be effective unless documented in writing signed by Seller and Buyer. All purchases of Product are conditional upon acceptance by an authorized representative of Seller.

**1. Payment**

Prices published by Seller are subject to change at any time without notice. While prices quoted by Seller are intended to be valid for fourteen (14) days, Seller may change the quoted price any time before Buyer has signed a binding agreement to complete purchase pursuant to the quote. Prices will be designated by Seller in the form of a quote; however, any product for which a price has not been specified will be subject to the Seller's price in effect at the time of shipment. All prices are subject to adjustment based upon changes in specifications, quantity, and production costs, or to address shipping, packing or delivery arrangements, which are not included in Seller's original quoted price.

The price for any product does not include, unless stated in the quote, charges for sales, value added, and other taxes or duties imposed for the sale, delivery, transfer, or use of any Product. Buyers accept responsibility for all such taxes and fees. Buyers are also responsible for obtaining any and all necessary licenses, registrations, certificates, permits, authorizations, or other approvals required by federal, state, or local regulation, law, statute, or code pertaining to the purchase, use, or possession of the Products. Buyer must present a valid letter of exemption from the appropriate jurisdiction if any exemptions are claimed.

While Buyer bears responsibility for determining and paying all taxes, fees, and charges addressed herein, Seller reserves the right to charge such surcharges, fees, taxes, and other amounts Seller deems necessary and appropriate with relation to the sale of Products to account for taxes, tariffs, government fees, and changes in the cost to produce, develop, market, or ship Products to Buyer. Any surcharge charged by Seller shall become effective upon written notice to Buyer and shall not be considered an increase in the price of the Products. Buyer shall pay all surcharges pursuant to the same terms as payments for the Product.

Payment shall be made according to the terms in the quote. Unless competing terms of payment are included in the quote, the following terms of payment shall apply. Payment shall be made within **3 days** (36hrs) of Buyer's receipt of invoice from Seller. **For those who qualify for In-house financing:** For any payment not timely made, Buyer shall pay to Seller interest on the amount due at the rate of one and one-half percent (1.5%) per month, or partial month, until paid in full (or at the highest rate permitted by law if lower). In addition, **Buyer agrees to compensate seller for all costs and expenses incurred in collection of unpaid amounts, including reasonable attorney fees and costs of suit.**

**2. Returns and Cancellations**

Due to the specialized nature of this equipment, all sales are **final and non-refundable**.

**3. Shipping, Delivery, and Risk of Loss**

Any shipping date provided by Seller is an estimate only and is not to be relied upon by Buyer. Seller shall not be liable for any delays in delivery or failure to deliver due to causes outside the reasonable control of Seller, which control shall not be deemed to include the choice of shipping method or company. In the event of delays in delivery, Seller reserves the right, in its sole discretion, to cancel the purchase, to reschedule the shipment, or to reship new Product, and Buyer shall not be permitted contest Seller's choice or refuse delivery of Product and will not be entitled to any compensation for the delay or cancellation.

Products will be shipped to the destination specified by Buyer in the quote. Shipping will be F.O.B. shipping point. Products may be shipped together or separately at the discretion of Seller, and items shipped separately may be invoiced separately.

Subject to Seller's right to cancel and stop delivery, title to and risk of loss of the Products shall pass to Buyer upon delivery of the Products by Seller to a carrier engaged by either party for the transportation and delivery of the Products, irrespective of who arranged for delivery, selected the carrier, or paid for shipping. This provision shall not apply to any software delivered with any Product, in which case the title of said software is to remain the property of the Seller or any licensor(s) thereof.

#### **4. Warranty**

Unless otherwise specified, the Product is warranted for a period of three (3) years to operate substantially in conformance with Seller's published specifications and to be free from defects in material and workmanship. This warranty is conditioned upon Buyer subjecting the Product to only normal, proper, and intended usage by properly trained personnel in compliance with published specifications, directions, and training provided by Seller. The warranty **does not cover mechanical damages including, but not limited to, damages from dropping or mistreatment, water damage, damage to the detector window or film cover, or foreign items dropped into the aperture.** The warranty shall be invalidated by maintenance, repairs, alterations, modifications, or any other tampering product performed without the express written permission of Seller.

In conjunction with the sale of the Product, **Seller offers free training in the use of the Product.** Participation in this training is **mandatory for this Warranty and Buyer's failure to participate in said training will invalidate this warranty.**

**To make a warranty claim, Buyer must notify Seller in writing immediately upon discovery of the defect.** Upon receipt of a valid warranty claim, Seller may request a report from the manufacturer documenting abnormal occurrences recorded by the Product. Seller retains the right to deny any warranty claim where the Product has been subject to abnormal or improper usage, or when the Product has been damaged due to the actions of Buyer. In the event a warranty claim is accepted by Seller, the Product will be repaired or replaced as determined solely by Seller. Buyer agrees to follow all directions of Seller relating to the return, testing, packaging, and processing of the Product during the return process. Buyer acknowledges that **ALL shipping to/from is at the Buyers' expense and is not covered by the manufacturer's warranty.**

Should buyer elect to repair or replace the Product, Seller may, in its sole discretion, elect to use replacement parts that are new or refurbished. Any replaced Product or parts shall become the property of Seller after replacement. Seller is not liable for any delays or damages incurred due to the time taken to process a return and perform repairs or replacement of the Product.

In the event the Product is covered by a manufacturer's warranty, Seller agrees to assign its warranty to Buyer, and Buyer agrees to first pursue all warranty claims through the manufacturer. Buyer acknowledges that **ALL shipping to/from is at the Buyers' expense and is not covered by the manufacturer's warranty.**

The warranty provided in this Section 4 is the sole warranty provided by Seller, and Seller expressly disclaims all other warranties, whether express or implied, oral or written, made at any time by any person or representative affiliated with Seller, including without limitation, any warranty of merchantability or fitness for any particular purpose. Buyer agrees filing of a warranty claim is the sole remedy of Buyer in the event of an allegedly defective Product, and Buyer agrees it shall not have any other recourse against Seller.

#### **5. Loaner Unit Policy**

If available, **US Metals** offers loaner units upon request and subject to availability. Should the Buyer wish to receive a loaner unit while warranty work is being performed, the Buyer acknowledges that **all shipping costs**—both to and from US Metals—are the **sole responsibility of the Buyer.**

#### **6. Software**

Buyer acknowledges that any software delivered to Buyer with any Products is not being sold by Seller, and that Buyer shall only receive a license to use such software. All conditions contained in these Terms shall be applicable to such software and all references to Products being sold or purchased shall mean, as to software, the granting of a license. With regards to software, Seller or its licensor shall retain all ownership of software and Buyer shall only obtain a limited license to use such software in connection with the Products as specifically designated and marketed by Seller. Buyer's license shall be royalty-free, non-exclusive, and non-transferable, and Buyer shall not have any right to sublicense any software to any third party. Buyer agrees to not publish, disclose, sell, transfer, license, loan or otherwise make available

to any third party the software or any confidential information located in the software. Further, Buyer agrees to not copy, modify, disassemble, reverse engineer, enhance or otherwise modify the software without Seller's express written consent. This license shall automatically terminate when Buyer no longer possesses the Products for which the software was provided, unless earlier terminated by Seller due to Buyer's breach of any condition in this Section 5.

#### **6. Limitation of Seller's Liability**

Notwithstanding anything contained within these Terms or any statement, representation, or claim of Seller or Seller's agents, the liability of Seller to Buyer under any theory of liability including, but not limited to, claims of breach of contract, fraud, tort, indemnification, personal injury, breach of warranty, or claims under any other theory, shall not exceed an amount equal to the total purchase price paid by Buyer to Seller with respect to the Product(s) specifically giving rise to Seller's liability. Further, and regardless of whether Seller has been informed of the possibility of particular damages or otherwise acted in negligence, Seller shall not be liable for any indirect, consequential, punitive, special, liquidated, or incidental damages including, but not limited to, damages claimed for lost profits, loss of use, loss of data, damage to goodwill or reputation, or loss of opportunity.

#### **7. Indemnification**

The following duties of indemnification shall be triggered upon written notice from the party to be indemnified to the party to indemnify. Such notice shall include a recitation of all relevant facts and circumstances in support of the claim for indemnification and a copy of any claim, lawsuit, notice, or other evidence in support of the indemnification request. Any defense provided to an indemnified party shall be done in a reasonable manner by competent and experienced counsel.

Seller agrees to indemnify and defend Buyer from and against any and all claims, losses, damages, suits, fines, or fees arising out of a claim that the Product infringes on any valid patent, copyright, or trade secret enforceable in the United States of America. Seller's duty to indemnify shall be waived to the extent the claims, losses, damages, suits, fines, or fees are caused or contributed to by (1) the negligence or willful misconduct of Buyer, (2) fraud or concealment by Buyer, (3) the actions of any third party, (4) Buyer's modification or misuse of the Products, or (5) Buyer's use of the Products in a manner, application, location, or environment outside of those for which the Product was designed and marketed.

Buyer agrees to indemnify and defend Seller, including its agents, representatives, employees, owners, directors, officers, affiliates, subsidiaries, and partners from and against any and all claims, losses, damages, suits, fines, or fees arising out of or in any way connected to (1) Buyer's failure to comply with state, federal, or local regulations related to the use of the Products, (2) the misuse, negligence, or willful misconduct of any person in relation to the Products following Seller's delivery of the Products to Buyer or to a carrier tasked with delivery of the Products to Buyer, (3) modifications made to Products without prior written authorization of Seller, and (4) the use of Products in a manner, application, location, or environment outside of those for which the Product was designed and marketed.

#### **8. Warnings and Restrictions**

**Use of XRF Analyzer.** The Product sold may include an XRF Analyzer. Regulations regarding the ownership, possession and use of an XRF Analyzer vary from state to state. Seller makes no representation regarding any regulations Buyer may be subject to. **Buyer expressly assumes the responsibility of ensuring its purchase, possession and use of the Products is in compliance with all federal, state, and local regulations.** Buyer is aware that it may be required by state regulations to obtain a license or registration and that Seller may be required to review Buyer's registration or license paperwork prior to shipment of the Product. Seller recommends, and Buyer accepts all responsibility to, contacting the state radiation control program where the Products will be used to obtain information on registration or licensing requirements and fees. Some Products, including analyzers containing radioactive sealed sources, require licensure with a federal radiation control authority. **Buyer expressly assumes all responsibility for obtaining and maintaining any licensure or registration required.** Buyer further acknowledges that there may be additional fees and costs associated with the registration or licensure of the Products, and Buyer agrees to be solely responsible for such fees and costs, none of which are contained in the price paid to Seller. Many licensing and registration authorities require radiation safety training for use of the Products. Seller offers free training that is recommended to Buyer; however, Seller does not guarantee such training will meet the requirements of any specific jurisdiction or licensing and registration authority. **It is Buyer's sole responsibility to ensure it obtains all required training.**

**Hazardous Material.** The Products may contain hazardous materials. As such, some Products may require special handling, packaging, labeling, and marking as such. Buyer is responsible for complying with all instructions regarding

hazardous material and for ensuring the safety of the same. Buyer is aware of and agrees to be responsible for any extra freight charges that may be imposed by a carrier related to the handling and transporting of hazardous material.

**Radiation Warning.** Some of the Products, included the XRF Analyzers, emit low levels of ionizing radiation. To prevent serious injury or harm, the Products must be operated only by trained personnel strictly following the manufacturer's instructions. An XRF Analyzer should never be pointed at people, animals, or any non-intended surface. Failure to adhere to official training, manufacturer's instructions, safety protocols, and applicable federal, state, and local regulations may result in serious health risks and legal consequences. **Buyer assumes all responsibility for the safe use of the Products and agrees to defend and indemnify Seller and the manufacturer Elvatech Technologies., including their agents, employees, directors, officers, owners, affiliates, partners, subsidiaries, and distributors against any loss, damage, claim, lawsuit, fine, or fee associated with Buyer's use of the Products.** The indemnitees identified in this paragraph expressly disclaim any responsibility or liability for injuries, damages, or losses arising out of the use or handling of the Products.

**Export Restrictions.** Buyer acknowledges that Products, including any related software, technology, technical information, documents or related material, supplied by Seller are subject to export controls of the government of the United States of America, including those of the Export Administration Regulations of the Department of Commerce (all such export controls, referred to herein as the "EAR"). The EAR may restrict or requires licenses for the export of the Products from the United States and their re-export from other countries. Buyer accepts all responsibility for compliance with the EAR and any other applicable regulation, law, treaty or agreement related to the import or export of Products. Buyer shall notify Seller of any intent to export the Products and shall fully cooperate with Seller in any audit or inspection related to the export of the Products. Buyer agrees to defend and indemnify Seller against any investigation, charges, claims, fines, or damages incurred in relation to Buyer's export or attempted export of the Products.

## 9. General Terms

**Governing Law.** With the exception and to the extent inconsistent with or preempted by federal law, the laws of the State of Nevada will govern these terms and any claim or dispute that may arise between Buyer and Seller.

**Forum Selection.** Any legal proceeding, including an arbitration hearing, arising out of or in any way related to these Terms or the relationship between Buyer and Seller shall be held in Clark County, Nevada. Buyer agrees to the exclusive jurisdiction of Nevada.

**Waiver of Trial by Jury and Class Claims.** BUYER AGREES TO AND HEREBY DOES WAIVE ITS RIGHT TO TRIAL BY JURY. BUYER FURTHER WAIVES ITS RIGHT TO PARTICIPATE IN ANY CLAIM OTHER THAN AN INDIVIDUAL CLAIM AND MAY NOT BE A CLASS MEMBER IN ANY PURPORTED CONSOLIDATED, CLASS OR REPRESENTATIVE ACTION WITHOUT THE PRIOR WRITTEN CONSENT OF SELLER. IN NO EVENT SHALL AN ARBITRATOR OR JUDGE BE PERMITTED TO ISSUE AN AWARD ADDRESSING ANYTHING OTHER THAN BUYER'S INDIVIDUAL CLAIM WITHOUT THE PRIOR CONSENT OF SELLER.

**Non-Transferable.** The rights, duties, and obligations of Buyer hereunder are not transferable.

**Separability.** If any part of these Terms is held invalid or unenforceable by an arbitrator or court of competent jurisdiction, that portion of the Terms shall be revised and interpreted consistent with applicable laws as nearly as possible to reflect the original intentions of the parties and the remainder of these Terms shall remain in full force and effect.

**Survival.** To the maximum extent permissible by law, the provisions of these Terms shall survive and remain enforceable after the termination of Buyer and Seller's transaction.

**Entire Agreement.** These Terms constitute the entire agreement between Buyer and Seller and supersede any prior agreements, oral or written, between Buyer and Seller. The Terms may not be modified except by a subsequently executed agreement reduced to writing and signed by both Buyer and Seller.

**Counteroffers.** Seller will not accept any counteroffers to these Terms, and all such offers are hereby categorically rejected. If you do not accept these Terms, in their entirety, you may not transact any business with or make a purchase from Seller.

**Non-Waiver.** Seller's failure to enforce any breach of any provision contained herein shall not consist of a waiver of any further or subsequent breach by Buyer of any of these Terms.

**Confidentiality.** The specific terms, including purchase price, of Buyer's purchase of Products shall remain confidential and not be disclosed publicly or to any person other than those employed by Buyer or Buyer's legal and financial counsel.

To acknowledge the **Terms and Conditions** and the **Quote/Purchase/Warranty**, please sign and return the documents to **sales@usmetalsusa.com**.



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Nicole D'Amato USM Director Finance & Compliance Date

Client

Date