

QUOTATION - CLARIFICATIONS AND EXCEPTIONS

1. **Pricing Adjustments.** Quoted prices are based on then-prevailing material, labor, energy, freight, other cost factors and Buyer's stated requirements. Skyway Precision, Inc., including Skyway Precision WI, Inc. and all other subsidiaries and affiliates ("Skyway Precision") reserves the right to adjust prices at any time to reflect changes in such cost factors, including, but not limited to, foreign exchange rates, tariffs, duties, export fees, customs assessment, shipping or other market conditions. Unless otherwise specified, all prices are in U.S. dollars and exclusive of all taxes, duties, and governmental charges, each of which shall be borne exclusively by Buyer.
2. **Disclaimer.** Skyway Precision shall have no responsibility for performance issues, warranty claims or any failure, defect, or damages, in each case, arising out of (a) the design of any workpiece, component, or assembly specified by Buyer; (b) improper installation, integration, or use of the goods; (c) ordinary wear and tear; or (d) alteration or repair by anyone other than Skyway Precision.
3. **Reservation of Rights.** Skyway Precision reserves its rights to modify its pricing in the event of a delay to or change in quantities by Buyer. If Buyer reduces or otherwise changes the quantities ordered, Skyway Precision may, in its sole discretion, adjust its pricing, its labor rates, and/or include set up and other additional charges caused by the reduction/change in quantities. In the event Buyer causes obsolescence or design revisions, Skyway Precision shall be entitled to be paid for all costs and profit associated with such design revisions or obsolescence. In the event that Buyer provides Skyway Precision with a defective material or deficient casting, Skyway Precision will be entitled to recover from Buyer all shipping costs, costs of goods, profit, and labor, and any other direct costs incurred by Skyway Precision caused by the defective material or deficient casting.
4. **Limitation of Liability.** Notwithstanding anything to the contrary, in no event shall Skyway Precision, its affiliates, or agents be liable for any consequential, incidental, indirect, special, exemplary, or punitive damages in connection with the quote or work provided by Skyway Precision, including but not limited to loss of profits, loss of production, or loss of business opportunity, whether such liability is asserted in contract, tort (including negligence or strict liability), indemnity, or otherwise, and regardless of whether Skyway Precision has been advised of the possibility of such damages.