

Purchase Agreement

This purchase agreement ("Purchase Agreement") ("Effective Date") is made by _____ (**Member Name**) ("Purchaser") and Sid Tool Co., Inc. d/b/a MSC Industrial Supply Co. ("Supplier").

RECITALS

WHEREAS, Purchaser and the Investment Casting Institute (the "Representative") have entered into a Member Agreement ("Member Agreement") under the terms of which the Representative represents and manages a contractual purchasing group (the "Group") composed of Purchaser and other companies (collectively, the "Purchasers") that pool their purchasing for certain products and services;

WHEREAS, pursuant to the Member Agreement, the Representative negotiates the general terms and conditions according to which the Purchasers may purchase goods and services from Supplier;

WHEREAS, the Representative and Supplier have entered into a Prime Supplier Agreement dated August 19, 2024 ("Frame Agreement"), pursuant to which Purchaser and Supplier may enter into this Purchase Agreement for the purpose of setting forth and agreeing to the terms and conditions that will govern the within parties' business relationship; and

WHEREAS, the Purchaser and Supplier desire to enter into this Purchase Agreement upon the terms and conditions contained herein;

NOW, THEREFORE, in consideration for the mutual covenants contained herein and other good and valuable consideration, the receipt, adequacy and sufficiency of which is hereby acknowledged, Purchaser and Supplier, intending legally to be bound, hereby agree as follows:

AGREEMENT

1. **Definitions.** Capitalized terms used but not defined herein have the meanings specified in the Frame Agreement.
2. **Incorporation.** This Purchase Agreement is contemplated by the Frame Agreement and shall include terms that are consistent with certain provisions of the Frame Agreement currently in effect and as may be amended. Notwithstanding the forgoing, this Purchase Agreement is between Purchaser and Supplier only, and as such, the Representative is not a party to this Purchase Agreement. A copy of Schedule A and Schedule B of the Frame Agreement is attached hereto as Exhibit A.
3. **Termination.** Either party may terminate this Agreement for convenience at any time upon providing thirty (30) days' prior written notice to the other party.

4. **Notices.** Any notice in connection with this Purchase Agreement shall be in writing and shall be sent by facsimile, e-mail or certified mail, return receipt requested, or overnight courier to the Purchaser or the Supplier, as applicable, only at the following addresses:

If to Purchaser:

If to Supplier: MSC Industrial Supply Co.
525 Harbour Place Drive
Davidson, NC 28036
Attention: Senior Vice President of Sales

With Copy at the Same Address to:
Attention: General Counsel

* * *

IN WITNESS WHEREOF, the undersigned representatives of the Purchaser and the Supplier have executed this Purchase Agreement as of the Effective Date.

Purchaser

Supplier

[PRINT MEMBER NAME]

SID TOOL CO., INC. d/b/a
MSC INDUSTRIAL SUPPLY CO.

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Title: _____

Date: _____

Date: _____