



Avail Infrastructure Solutions, Electrical Products Group
Standard Terms and Conditions of Sale
Rev. No.1, July 1, 2010

Atkinson Industries, Inc.	Pittsburg, KS
Electrical Power Systems, Inc.	Tulsa, OK
The Calvert Company, LLC	Jackson, MS
CGIT Systems, Inc.	Medway, MA
Central Electric Mfg. Co.	Fulton, MO
Rig-A-Lite Partnership, Ltd. (RAL)	Houston, TX
AZZ Blenkhorn & Sawle Limited	St. Catharines, ONT, Canada

The terms and conditions set forth below shall constitute the expression of all the terms of this agreement as a complete and exclusive statement of the agreement between COMPANY (hereafter referred to as SELLER) and the PURCHASER (hereafter referred to as BUYER).

PRICES

All product prices are F.O.B. SELLER's plant or point of origination of shipment unless otherwise specified and shall be the prices in effect at the time of shipment. All prices for service shall be at SELLER's prevailing rates at the time service is performed. However, prices are subject to change without notice in the event of: (1) alterations in specifications, quantities, designs, or delivery schedules; and (2) foreign or domestic legislation (including tax legislation) enacted by any level of government which would increase the cost of producing, warehousing or selling the goods purchased hereunder. In addition, prices may be subject to escalation as negotiated at the time of quotation and receipt of order. All costs for modification or adjustment to the products required to suit unforeseen field conditions or errors or omissions in the information supplied to SELLER, with or without SELLER's aid, shall be assumed and paid by BUYER. No discount will be allowed unless specifically set forth in accordance with the established price and discount schedules of the SELLER. In the event of a price change, the effective date of the change will be the date shown on the new price or discount sheets. However, where a price change is made by in writing, the effective date may be given as part of the announcement.

TAXES

Any excise, sales, use or similar tax duty of any nature whatsoever arising out of, or assessed against orders, shall be added to the prices quoted and paid by the BUYER unless BUYER provides SELLER with an exemption certificate or other documents acceptable to taxing or customs authorities at the time an order is submitted. In the event SELLER is required to pay any such taxes or duties, the BUYER shall reimburse SELLER thereon.

TERMS AND CONDITIONS OF SALE

Unless different or additional terms and conditions are stated or referred to in the SELLER's proposal or final order acknowledgement, in which event such different or additional terms and conditions shall be exclusive as to the particular subject covered, the terms and conditions stated below shall apply. These terms and conditions shall supersede any prior or contemporaneous agreements or correspondence between the parties. No course of prior dealings between the parties and no usage of the trade shall be relevant to supplement or explain any term used in these terms and conditions. Acceptance or acquiescence in a course of performance rendered under these terms and conditions shall not be relevant to determine the meaning of these terms and conditions even though the accepting or acquiescing party has knowledge of the nature of the performance and the opportunity for objection. All orders are subject to approval by SELLER. Any additional or different terms or conditions set forth in the BUYER's order or other communications are objected to and shall not be effective or binding unless assented to by an authorized representative of the SELLER. Any waiver or alteration of terms herein shall not be binding unless in writing and signed by an authorized representative of the SELLER.

Each quotation is valid for 60 days.



PAYMENT AND CREDIT TERMS

Subject to establishment of satisfactory credit, terms are strictly net cash thirty (30) days from date of invoice, payable in U.S. funds. Invoices will be issued as shipments are made. If shipments are delayed by the BUYER, payments shall become due on the date when the SELLER is prepared to make shipment. If the work to be performed hereunder is delayed by the BUYER, payments shall be made based on the purchase price and the percentage of completion. Equipment held for the BUYER shall be at the risk and expense of the BUYER. If payments are not made in accordance with these terms and conditions, a service charge will, without prejudice to the right of SELLER to immediate payment, be added in an amount equal to the lower of 1.5% per month or fraction thereof or the highest legal rate on the unpaid balance. Until the purchase price and all other sums due pursuant hereto are paid in full,

SELLER retains a security interest in the materials sold (hereafter sometimes referred to as 'Goods') and in all proceeds of said Goods. BUYER shall execute financing statement(s) on request and authorizes SELLER to execute and file same.

If the financial condition of the BUYER at any time does not, in the judgment of the SELLER, justify continuance of the work to be performed by the SELLER hereunder on the terms of payment agreed upon, the SELLER may require full or partial payment in advance or shall be entitled to cancel any order then outstanding and shall receive reimbursement of its reasonable and proper cancellation charges. In the event of bankruptcy or insolvency of the BUYER or in the event any proceeding is brought against the BUYER, voluntarily or in voluntarily, under the bankruptcy or any insolvency laws, the SELLER shall be entitled to cancel any order then outstanding at any time during the period allowed for filing claims against the estate and shall receive reimbursement for its reasonable and proper cancellation charges. In event of cancellation, SELLER shall be entitled to receive reasonable cancellation charges and shall not in such event be liable for breach or nonperformance of contract in whole or in part. The rights of the SELLER under this paragraph are cumulative and in addition to all rights available to the SELLER at law or in equity.

PROVISIONS ON PAYMENT VOUCHERS

Exception is taken to any provisions printed either on the front or back of payment drafts, vouchers and checks. Those provisions will not be considered a part of this Agreement. SELLER's endorsement is not an acceptance of such provisions.

ORDERS

Orders are subject to a minimum billing per order and acceptance at the home office of the SELLER. All orders and shipments shall, at all times, be subject to the approval of the SELLER's Credit Department. For products manufactured specifically for BUYER and in accordance with BUYER's instructions, SELLER shall cause plans and/or drawings to be prepared and submitted to BUYER for

approval. The approved plans and/or drawings shall be a part of the agreement between BUYER and SELLER and the products will be manufactured by SELLER in accordance therewith. Any information, suggestions or ideas transmitted by BUYER to the SELLER in connection with performance hereunder are not to be regarded as secret or submitted in confidence except as may be otherwise provided in a writing signed by a duly authorized representative of the SELLER.

PACKAGING

All materials are carefully packed/packaged for Domestic shipment and prices stated are based on SELLER's standard packaging. SELLER reserves the right of packaging material in any manner acceptable to commercial carrier. Special customer packaging will be furnished only when specified in writing, and the cost thereof shall be borne by the BUYER. SELLER will not be responsible for loss, delay or damage made by carriers. However, SELLER will render BUYER all possible assistance in securing satisfactory adjustments of such claims.

DELIVERY

Unless otherwise specified, all products are shipped F.O.B. point of shipment, whereupon delivery to a carrier shall constitute delivery to BUYER per INCOTERMS. Any claim by BUYER for shortage or damage occurring subsequent to such delivery or for nonconformance of Goods must be made within forty-eight (48) hours after receipt of the Goods from carrier in the condition claimed, or such Goods shall be deemed finally inspected, checked and accepted by BUYER.

Should the BUYER request that SELLER delay shipment, once manufacturing and testing are completed, SELLER will store such equipment, subject to the following conditions:

- a) **Upon completion, the BUYER will allow SELLER to issue an invoice for the equipment and process said invoice, within the payment terms of the purchase order, as if the equipment had actually shipped.**
- b) **BUYER agrees to assume title and ownership of the equipment on the date the invoice is issued.**
- c) **BUYER agrees to pay SELLER applicable handling and storage fees until time of shipment. If shipment is delayed for more than three months, an additional fee will be assessed for inspection and cleaning of the equipment prior to shipment.**

BUYER agrees to accept and sign a Bill & Hold Agreement in a form acceptable to SELLER (which shall, in any event, include provisions a) through c) above)

STORAGE CHARGES

Goods held in the factory or placed in storage beyond the completion/delivery date for the convenience of BUYER will be invoiced monthly. Terms of payment will apply from invoice date. Title and risk of loss shall pass to the BUYER upon invoicing or moving of such Goods to storage. Said Goods will be subject to charges for warehousing, any direct



costs of storage, and any other expenses incidental to such delay. BUYER agrees to pay SELLER any direct costs of storage charges plus an additional 10% thereof. Such direct costs may include delivery charges to a storage facility if necessitated.

FORCE MAJEURE

The SELLER shall not be liable in any way for default or delay in delivery or in performance or failure to manufacture or deliver, due to contingencies beyond its control or the control of its suppliers or sub-contractors. This includes but is not limited to acts of God, acts of the BUYER, acts of civil or military authority, acts of war, priorities, bombings, accidents, fires, strikes or other labor disturbances, floods, droughts, epidemics, riot, inability on account of causes beyond SELLER's reasonable control to obtain necessary labor, materials, components or manufacturing facilities, or any other contingency affecting the SELLER, its suppliers, or sub-contractors. In the event of any such delay, the SELLER shall have the right to cancel a contract of sale or to extend the date of delivery or performance by a minimum period at least equal to the time lost by reason of the delay.

SHIPPING AND ROUTING

SELLER will notify BUYER when the products or any part thereof are ready for shipment. If the contemplated shipment cannot be made for any cause referred to under "Force Majeure" hereof, including the lack of shipping instructions for the BUYER or BUYER appointed independent freight forwarder, SELLER may, unless other agreement is made with the BUYER, store such products or parts in which event the following conditions shall apply:

- a) BUYER shall advise SELLER of shipping instructions within ten days from the date of SELLER notification that the products are ready for shipment.
- b) If SELLER does not receive shipping instructions within such ten-day period, then all expenses incurred by SELLER in connection with the storage of products including demurrage, the cost of preparation for storage, storage charges, taxes, insurance, if placed, and handling charges shall be payable by the BUYER upon submission of invoices and warehouse receipts therefore.

SELLER shall select the point of origin of shipment, the method of transportation, the type of carrier equipment and the routing of the shipment. If the BUYER specifies a special method of transportation, type of carrier equipment, routing or delivery requirement, BUYER shall pay all special freight and handling charges. When freight is included in the price, no allowance will be made in lieu of transportation if the Buyer accepts shipment at factory, warehouse or freight station or otherwise supplies its own transportation.

Except in the event of shipments specifically designated by SELLER as F.O.B. destination shipments, SELLER will not participate in any settlement of claims for concealed or other shipment damage. When shipment has been made on an F.O.B. destination basis, the BUYER must unpack immediately and, if damage is discovered, must:

- 1. Not move the product from the point of examination.
- 2. Retain shipping container and packing material.
- 3. Notify the carrier of any apparent damage in writing on carrier's delivery receipt and request the carrier to make an inspection.
- 4. Notify SELLER representative within 72 hours of delivery.
- 5. Send SELLER a copy of the carrier's inspection report.

For the avoidance of doubt, risk of loss or damage to the products shall pass to BUYER at the F.O.B. point.

CANCELLATIONS AND CHANGES

Orders are not subject to cancellation, additions, changes in specifications, shipping schedules, or any other conditions except with SELLER's written consent and subject to conditions then agreed upon. The BUYER may cancel his order only upon written notice and upon payment to the SELLER of reasonable and proper cancellation charges, which may take into account, without limitation (costs of materials incurred through the date of cancellation, charges for labor for work done through the date of cancellation, overhead and the SELLER's margin on such materials and labor). Without limiting the generality of the foregoing, in the case of cancellations, BUYER shall indemnify SELLER against any liability and expense incurred and commitments made by SELLER in the course of processing and performing such order and shall provide for compensation for the contract value of products or parts completed and ready for shipment, plus an additional payment equal to 10% of the amount of the payment for which SELLER otherwise would have invoiced BUYER with respect to such order. Any orders delayed or rescheduled at the request of the BUYER will be subject to the prices and conditions of sale in effect at the time of the release of the hold or reschedule.

ERRORS

All clerical errors are subject to correction.

PATENTED PROCESSES The purchase of the Goods does not entitle BUYER to employ the same with any patented process owned by SELLER or others.

PATENT INFRINGEMENT

- (A) SELLER shall, at its expense, defend any lawsuit brought against BUYER based on a claim that any product furnished by SELLER pursuant to this agreement constitutes an infringement of any United States patent, and SELLER shall pay all judgments and costs recovered against BUYER in any such suit and shall reimburse BUYER for costs or expenses incurred by BUYER in the defense of any such suit, provided that BUYER gives SELLER prompt notice of such suit, reasonable assistance in the defense thereof, and full opportunity to control all aspects of the defense thereof, including settlement. In the event such product is held to constitute infringement, and the use of the product is enjoined, SELLER shall, at its option, procure for the BUYER the right to continue using the product, replace it with non-infringing product, modify it so it becomes non-infringing, or remove



the product and refund the portion of the contract price applicable thereto, including the transportation and installation thereof.

- (B) SELLER's liability for patent infringement shall not apply to:
1. Patented processes performed by the product, or another product produced thereby;
 2. Products supplied according to a design other than that of SELLER and which is required by the BUYER; or
 3. Modifications of the product or combinations of the product with another product not furnished by SELLER.

(C) **THE FOREGOING PARAGRAPHS STATE THE ENTIRE LIABILITY OF SELLER FOR PATENT INFRINGEMENT BY ANY PRODUCT FURNISHED PURSUANT TO THIS AGREEMENT AND ARE CONTINGENT UPON BUYER NOT TAKING ANY POSITION ADVERSE TO SELLER IN CONNECTION WITH SUCH CLAIM.**

- (D) If a suit is brought against SELLER on account of: any patented processes performed by the product or with respect to another product produced thereby, products supplied according to a design other than that of SELLER and which is required by the BUYER; or modifications of the product or combinations of the product with another product not furnished by SELLER, BUYER shall indemnify SELLER in the same manner and to the same extent that SELLER would indemnify BUYER pursuant to the foregoing paragraphs.

DESIGNS All designs and specifications shown in SELLER's catalogs/brochures are subject to change without notice.

ASSIGNMENT OF CONTRACT

Any assignment of this contract or any rights hereunder without written consent of the SELLER shall be void. The provisions of this contract are for the benefit of the parties thereto and not for any other individual or company.

LIMITATION OF LIABILITY

SELLER and its contractors and suppliers of any tier shall not be liable in contract, in tort (including negligence or strict liability) or otherwise for damage or loss of other property or equipment, loss of profits or revenue, loss of use of equipment or power system, cost of capital, cost of purchased or replacement power or temporary equipment (including additional expenses incurred in using existing facilities), claims of customers of the BUYER, or for any special, indirect, incidental, or consequential damages whatsoever, regardless of whether such potential damages are foreseeable or if SELLER has been advised of the

possibility of such damages. Consequential damages for purposes hereof shall include without limitation, loss of income or profit, or losses sustained as the result of injury (including death) to any person, or loss of or damage to property. BUYER shall indemnify SELLER against all liability, cost, or expense which may be sustained by SELLER on account of any such loss, damage or injury. Any additional or different terms specifically relating to or addressing the subject matter of this paragraph shall be deemed material alterations within the meaning of Section 2.207(b)(2) of the Texas Business and Commerce Code.

The remedies of the BUYER set forth herein are exclusive and the total cumulative liability of the SELLER with respect to these terms and conditions, or any agreement between BUYER and SELLER governed hereby, or anything done in connection therewith such as the performance or breach thereof, or from the manufacture, sale, delivery, resale, or use of any product covered by or furnished under these terms and conditions, or any agreement between BUYER and SELLER governed hereby, whether in contract, in tort (including negligence or strict liability) or otherwise, shall not exceed the price of the product or part on which such liability is based. No action, regardless of form, arising out of the transaction under these terms and conditions, or any agreement between BUYER and SELLER governed hereby, may be brought by Purchaser more than one (1) year after the cause of action has accrued.

If the SELLER furnishes BUYER with advice or other assistance that concerns any products supplied hereunder or any system or equipment in which any such product may be installed and which is not required pursuant to these terms and conditions, the furnishing of such advice or assistance will not subject the SELLER to any liability, whether in contract, warranty, tort (including negligence) or otherwise.

WARRANTY FOR NON-LED PRODUCTS

SELLER warrants that the Goods manufactured by it and/or services provided by it will be free from defect in workmanship, material and manufacture; provided, however, that this warranty shall terminate on the date one (1) year from the date of shipment. In the event any service supplied, or product sold hereunder manufactured by the SELLER is defective due to workmanship or material, the SELLER agrees for a period of one (1) year from the date of shipment, at its option, to correct such non-conformity or replace such defective part or product. The agreement, however, is upon



condition that the BUYER promptly notifies the SELLER in writing of any claim in this respect, setting forth in detail any such claimed defect and that the SELLER be afforded a reasonable opportunity to examine the product and to investigate the claimed defect.

This warranty does not obligate the SELLER to bear any transportation charges in connection with the replacement or repair of defective products. Notwithstanding the foregoing, the SELLER shall be, in no event, liable for damages, whether based in contract or negligence, beyond the lower of the cost of correcting the non-conformity as herein provided or the price paid by the BUYER for such defective product and shall not be liable for any incidental or consequential damage whatsoever.

SELLER's warranty does not apply to any product which has been subjected to misuse, mishandling, misapplication, abuse neglect (including but not limited to improper maintenance), accident, improper installation or storage, modification (including but not limited to use of unauthorized parts or attachments), or adjustment or repair performed by anyone other than SELLER or one of SELLER's authorized agents. This warranty does not cover reimbursement for labor, gaining access, removal, installation, temporary power or any other expenses, which may be incurred in connection with repair or replacement.

Goods which may be sold by SELLER, but which are not manufactured by SELLER are not warranted by SELLER, but are sold only with the warranties, if any, of the manufacturers thereof. SELLER does not warrant any products or services of others that BUYER has designated. The liability of the SELLER shall not exceed any adjustments with respect to which such manufacturer accepts responsibility. No affirmation, modification, or addition to this agreement with respect to warranty of the SELLER, either before or after contract of sale, shall be made except in writing by an authorized representative of the SELLER.

In no event shall Seller be responsible for gaining access to the product(s), disassembly, or reassembly.

THE FOREGOING WARRANTY IS IN LIEU OF ALL OTHER WARRANTIES, EXPRESSED OR IMPLIED, INCLUDING THOSE OF MERCHANTABILITY OR FITNESS FOR ANY PURPOSE NOT EXPRESSLY SET FORTH HEREIN. BY ACCEPTANCE HEREOF, THE BUYER AGREES THAT THERE ARE NO EXPRESS OR IMPLIED WARRANTIES BY THE SELLER OR BY ANY MANUFACTURER AS TO THE FITNESS FOR A PARTICULAR USE, MERCHANTABILITY, CAPACITY, OR EFFICIENCY OF ANY PRODUCT SOLD OTHER THAN EXPRESSLY SET FORTH HEREIN, AND THAT THERE ARE NO ORAL OR IMPLIED ADDITIONAL WARRANTIES MADE IN CONNECTION WITH ANY SALE BASED HEREON.

CORRECTION OF NON-CONFORMITIES IN THE MANNER AND FOR THE PERIOD OF TIME PROVIDED ABOVE SHALL CONSTITUTE SELLER'S SOLE LIABILITY AND BUYER'S EXCLUSIVE REMEDY FOR FAILURE OF SELLER TO MEET ITS WARRANTY OBLIGATIONS, WHETHER CLAIMS OF THE BUYER ARE BASED IN

CONTRACT, IN TORT (INCLUDING NEGLIGENCE OR STRICT LIABILITY) OR OTHERWISE.

For the avoidance of doubt, the warranties and remedies set forth herein are conditioned upon (a) proper storage, installation, use and maintenance, and conformance with any applicable recommendations of SELLER and (b) BUYER promptly notifying SELLER of any defects and, if required, promptly making the product available for correction.

GOVERNING LAW

The rights and remedies of the parties hereunder shall be governed by the law of the State of Texas. SELLER certifies that its goods will be produced in compliance with all applicable requirements of Section 6, 7, and 12 of the Fair Labor Standards Act, as amended, and of regulations and orders of the U. S. Department of Labor issued pursuant thereto.

In the case of Canadian locations, the rights and remedies of the parties hereunder shall be governed by the law of Ontario, Canada. SELLER certifies that its goods will be produced in compliance with all applicable requirements.

NUCLEAR FACILITIES AND ACTIVITIES Unless otherwise agreed in writing by a duly authorized representative of SELLER, products sold hereunder are not intended for use in connection with any nuclear facility or activity. If so used, the provisions of the immediately following paragraph will apply.

NUCLEAR INSURANCE – INDEMNITY

If any products sold hereunder are used in connection with any nuclear facility or activity, SELLER and its suppliers shall have no liability to BUYER or its insurers for any nuclear damage or contamination, and BUYER shall indemnify SELLER against any such liability, whether as a result of breach of contract, indemnity, warranty, tort (including SELLER's negligence), strict liability or otherwise. The provisions in the paragraph titled "WARRANTY" above, and any other provision herein that may require SELLER to indemnify BUYER, if any, shall not apply to any damages or bodily injury, or both, arising out of a "nuclear incident", as that term is defined in the Atomic Energy Act of 1954, as amended (the "Act"). In addition, BUYER shall furnish financial protection as required by Section 170 of the Act, including an agreement of indemnification and/or nuclear liability insurance from ANI and MAELU, or both, pursuant to Section 170 of the Act, as applicable. BUYER shall not remove any items of equipment from the plant site or otherwise transfer any interest therein without first providing SELLER with written assurance of limitation of and protection against liability (both nuclear and non-nuclear) following the proposed removal or transfer in a form reasonably acceptable to SELLER. Removal or transfer contrary to this provision shall, in addition to any other legal or equitable rights of SELLER, make BUYER the indemnitor of SELLER and its suppliers to the same extent that they would have been protected had no such removal or transfer taken place. Any of SELLER's material or equipment which becomes



radioactive at the work site, shall, at SELLER's option, be purchased by BUYER. Any nuclear decontamination necessary for SELLER's performance (including warranty) shall be performed by BUYER without cost to SELLER.

be binding upon the SELLER unless assented to in writing by an authorized representative of the SELLER.

CLAIMS

Any claim by BUYER with reference to the Goods sold hereunder shall be deemed waived by the BUYER unless submitted in writing to SELLER within ten (10) days from the date BUYER discovered, or by reasonable inspection should have discovered, any claimed breach of the foregoing warranty. Any cause of action for breach of the foregoing warranty shall be brought within one (1) year from the date the alleged breach was discovered or should have been discovered, whichever occurs first. At SELLER's request, BUYER will send, at BUYER's sole expense, any allegedly defective parts to the plant of SELLER which manufactured them or such other place as SELLER may request. Parts, products which are repaired, or replacement parts or products, shall be delivered to BUYER F.O.B. SELLER's plant or such other place as SELLER may designate.

FAILURE TO ENFORCE

Forbearance or failure of the SELLER to enforce any of these conditions, or to exercise any right accruing from any default of the BUYER, shall not constitute a waiver of SELLER's rights hereunder or, for the avoidance of doubt, affect or impair the SELLER's rights should default continue, or in case of subsequent default of BUYER. Such forbearance or failure shall not be deemed a waiver of the SELLER's rights in case of other or future defaults of the BUYER.

COMPLIANCE WITH OSHA

SELLER offers no warranty and makes no representation that its products comply with the provisions or standards of the Occupational Safety and Health Act of 1970, or any regulation issued thereunder. In no event shall SELLER be liable for any loss, damage, fines, penalty or expenses arising under said Act.

ARBITRATION

Any disputes or differences concerning the performance, breach or interpretation of any of the provisions of these terms and conditions, or any agreement between BUYER and SELLER governed hereby, shall be resolved only by binding arbitration to be conducted in accordance with its commercial arbitration rules and judgment upon the award rendered by the arbitrator may be entered in any court having jurisdiction thereof will be governed by the statutes of the State of Texas and the proceeding will be held in Fort Worth, Tarrant County, Texas.

GENERAL

The provisions of these terms and conditions are for the benefit of the parties thereto and not for any other person. No understanding, promise or representation, and no waiver alteration or modification of any of the provisions hereof, shall



Addendum

Avail Infrastructure Solutions

Standard Terms and Conditions of Sale

Rev. No. 46 Jan 1, 2025

Rig-A-Lite

PAYMENT AND CREDIT TERMS

Liens – SELLER further warrants that title to all products delivered to BUYER hereunder shall be free and clear of all liens, encumbrances, security interests or other claims, provided that SELLER shall retain a security interest in any product until the purchase price is paid by the BUYER.

ORDERS

1. The acceptable order charge is \$100.00 net billing plus transportation charges. For all orders under \$100, a \$25 small order handling charge will be added to the invoice.
2. Orders received with a "HOLD" (for release or approval) are not processed for manufacture until release is given. Normal shipping times apply, starting from the time of release.
3. Orders, except "HOLD" (for release or approval) and deferred ship date orders will be billed at the price in effect at the time of order. "HOLD" (for release or approval) orders will be billed at the price in effect on the date of release. Deferred orders will be billed at prices in effect on the date of shipment.

SHIPMENT AND DELIVERY

1. All orders with a net value of \$3,500.00 or greater, freight will be prepaid and allowed. Any orders with a net value of less than \$3,500.00 will be prepaid and add. The freight allowed is restricted to a single location within the contiguous United States. SELLER is free to assign all shipments to carriers of their choice. No freight allowed for orders under \$3,500 net. Such orders will be shipped prepaid with the freight expense billed separately. No freight allowance will be made on shipments forwarded collect at the request of BUYER. Freight or shipments outside the USA is not included in our sales price. Freight terms for shipments outside of the USA will be denoted on our quotation and freight cost will be a line item in the quotation.
2. Partial shipments made at BUYER's request will be considered as separate orders for determination of direct shipment charges and freight prepayment.
3. Shipping weights and dimensions given in SELLER's catalogs are as close to actual as practicable but are not guaranteed. No claims will be allowed because of any discrepancy between actual weights or dimensions of material shipped and listed data.
4. Any shipment refused by BUYER and returned to SELLER will be assessed a 25% restocking fee to help offset outbound freight, reconsignment and handling costs.
5. Unless a shipping error was made by SELLER, SELLER will not assume allow or pay any charges incurred by the carrier for freight that is undeliverable or has been refused by the BUYER.



6. SELLER will not assume, allow or pay any fees or special delivery charges incurred by the carrier including but not limited to delivery by appointment, reweighs and reclassifications, lift gate services, inside delivery, rural area delivery, address changes, delivery to construction sites, delivery to schools, residential delivery or various other accessorial services.
7. Any special packaging, handling, testing or inspection requested by BUYER will be at BUYER's expense and must be agreed upon by SELLER.
 - a. Where practical to do so, SELLER will accommodate BUYER requests to re-palletize shipments. A minimum charge of \$550 per pallet will apply.
8. Export Shipments – Unless BUYER has executed a Storage Agreement with SELLER, BUYER must be pick all export orders within three (3) business days after being notified by SELLER that Product is ready for shipment. SELLER will place any export order not picked up within three (3) business days after notifying BUYER that the Product is made ready for shipment into storage at BUYERS expense. Minimum storage fees include a one-time transportation and handling fee of \$105 per pallet to cover the cost of putting the Product into storage as well as a \$75.00 per pallet for each month, or fraction thereof and a \$250.00 monthly Maintenance and Technology Fee, to cover the cost of storage. After six months in storage the monthly rate will increase to \$125.00 per month per pallet along with the \$250.00 monthly Maintenance and Technology Fee to cover the additional costs associated with periodic inspections and cleanup of Product at time of shipment.
9. Unless otherwise agreed, BUYER may make partial shipment at its discretion, invoicing each shipment as it is made but on terms applicable to the complete order.
10. SELLER will not be held responsible for any freight damage or delays incurred when UPS is selected as the carrier.

RIG-A-LITE (RAL) WARRANTY

LED PRODUCT

RAL warrants that its LED product will be free of significant defects in material and workmanship on all electrical parts (excluding the battery) for seven (7) years from the date of delivery (Warranty Period). In the event any service supplied, or LED product manufactured by RAL is defective due to workmanship or material, the RAL agrees, at its option, to correct such non-conformity or replace such defective part or product during the Warranty Period. The warranty term for any product replaced or repaired under a warranty claim (Replacement Product) shall be the remaining Warranty Period applicable to the original LED product. RAL offers an extended warranty of up to ten (10) years for an additional cost.

RAL warrants that ESERIES and EXSERIES product will be free of significant defects in material and workmanship on all electrical parts (excluding the battery) for five (5) years from the date of delivery (Warranty Period) with the exception of ESERIES EST high temperature fixtures whose warranty term is set forth below. In the event any ESERIES or EXSERIES product manufactured by RAL is defective due to workmanship or material, RAL agrees, at its option, to correct such non-conformity or replace such defective part or product during the Warranty Period. The warranty term for any product replaced or repaired under a warranty claim (Replacement Product) shall be the remaining Warranty Period applicable to the original ESERIES or EXSERIES product. The warranty term for such Replacement Product shall be the remaining Warranty Period applicable to the original ESERIES or EXSERIES product.



For ESERIES the EST High temperature fixtures warranty will be:

2 years for 90C ambient

3 years for 80C ambient

5 years for 70C ambient

NON-LED PRODUCT

RAL warrants that its NON-LED product will be free of significant defects in material and workmanship on all electrical parts (excluding the battery) for One (1) year from the date of delivery (Warranty Period). In the event any NON-LED product manufactured by RAL is defective due to workmanship or material, the RAL agrees, at its option, to correct such non-conformity or replace such defective part or product during the Warranty Period. The warranty term for any product replaced or repaired under a warranty claim (Replacement Product) shall be the remaining Warranty Period applicable to the original NON-LED product. RAL offers extended warranty periods for additional cost.

Return for Repairs

When equipment is returned for repair due to causes not covered by the RAL's warranty, the BUYER should notify the RAL. After receipt of shipping advice and a Returned Goods Authorization (RGA) number, the BUYER may return the product to the RAL: RIG-A-LITE Receiving Department, 8500 Hansen Road, Houston, TX 77075 for prompt attention. RAL's Service Department will put such equipment in operating condition at the lowest possible cost. When necessary to make a return, give all possible information in regard to the trouble experienced and complete details of the installation and application with which the product was used.

Return for Credit

No returns for credit will be accepted unless RAL's Returned Goods Authorization (RGA) number has been obtained in advance. Only sizes and designs taken from the RAL's regular line which are in active demand can be accepted for credit. Credit will be based on prices prevailing at the time of the return or invoiced price, whichever is lower, subject to deduction for handling and an additional deduction for expense incurred on restoring the goods to saleable condition