TECHNICAL SALES CORPORATION

382 LANCASTER AVENUE PO BOX 4006 MALVERN, PA 19355
(610) 647-5700
corp@tristatetech.com
www.tristatetechnicalsales.com

TRI-STATE TECHNICAL SALES CORPORATION STANDARD TERMS AND CONDITIONS OF SALE

1. OFFER AND ACCEPTANCE

All quotations, order acknowledgments, invoices, and shipments by Tri-State Technical Sales Corporation ("Seller") are expressly conditioned on these Terms and Conditions of Sale ("Terms"). Acceptance by Purchaser is expressly limited to these Terms. Acceptance of any order is expressly conditioned upon Purchaser's assent to these Terms. Any additional or different terms contained in any purchase order, electronic portal (including ARIBA, Coupa, SAP, or similar), or other document are rejected and shall be void and of no effect unless expressly accepted in a written document signed by an authorized officer of Seller.

Purchaser's acceptance of Seller's quotation, order acknowledgment, invoice, delivery of goods, or payment by any means, including electronically, constitutes binding acceptance of these Terms.

2. PRICES AND QUOTATIONS

Prices are valid for thirty (30) days unless otherwise stated. Clerical or typographical errors may be corrected at any time.

3. TARIFFS AND GOVERNMENT CHARGES

All prices are exclusive of tariffs, duties, customs fees, Section 232 or 301 tariffs, anti-dumping duties, port charges, or any governmental or regulatory charges now or in the future. Any new or increased tariffs, duties, or charges imposed before or after order acceptance shall be added to the purchase price and paid by Purchaser.

4. DELIVERY; TITLE; RISK OF LOSS

All goods are sold **EXW Malvern, Pennsylvania (Incoterms® 2020)** unless otherwise stated in writing. Title and risk of loss pass to Purchaser upon tender of the goods to the carrier or Purchaser.

Seller retains a **purchase-money security interest** in all goods until paid in full, and Purchaser authorizes Seller to file UCC-1 financing statements to perfect such interest.

5. PAYMENT

Payment terms are **100% Net thirty (30) days** from invoice date unless otherwise agreed to in writing by both parties prior to order acceptance. Paid-when-paid and retainage terms are not accepted. Late payments accrue interest at 1.5% per month (18% annually) or the maximum permitted by law. In the event of any default, Seller may declare all outstanding amounts immediately due and payable.

Payments by credit card, ACH, or wire are final. Payments are deemed final upon shipment of the goods, and Purchaser agrees not to initiate chargebacks, reversals, or payment disputes except for demonstrable clerical or arithmetic billing errors. Card-network and ACH rules shall not override these Terms. Any reversed or disputed payment constitutes non-payment.

Purchaser shall pay all costs of collection, including attorney's fees, court costs, and collection agency fees. Credit-card payments may be subject to processing fees.

6. CUSTOM GOODS

Custom, configured, or made-to-order goods are non-cancellable and non-returnable. Purchaser is liable for all committed manufacturing and supplier costs.

7. RETURNS

Returns require prior written authorization and may be subject to restocking fees and condition requirements determined by Seller. No returns are permitted for custom or special-order goods.

8. WARRANTY

Seller warrants that goods will conform to their written description and be free from defects in material and workmanship at the time of shipment. To the extent goods are manufactured by third parties, such goods are sold subject to the manufacturer's standard warranties, if any, and Seller assigns to Purchaser any transferable manufacturer warranties Seller is entitled to receive.

SELLER DISCLAIMS ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. Seller's sole obligation shall be, at its option, repair, replacement, or refund of the purchase price. Seller will cooperate in good faith with Purchaser in pursuing any applicable manufacturer warranty.

9. LIMITATION OF LIABILITY

Seller's total cumulative liability arising out of or related to any order, shipment, or series of related events shall not exceed the amount paid for the goods giving rise to the claim. Seller shall not be liable for consequential, liquidated, incidental, special, or punitive damages, including lost profits, downtime, production loss, labor, re-installation, or delay damages.

10. FIELD SERVICE

Any field service or technical assistance is advisory only. Seller is not responsible for site safety, OSHA compliance, supervision, or operational control.

11. EXPORT AND SANCTIONS COMPLIANCE

Purchaser is responsible for all export, re-export, sanctions, and trade-control compliance and shall not divert goods to restricted destinations. Purchaser shall indemnify Seller for any violations.

12. INDEMNITY

Purchaser shall indemnify and hold Seller harmless from all claims arising from Purchaser's use, resale, export, or application of the goods.

13. WAIVER OF SUBROGATION

To the extent covered by insurance, each party waives any right of recovery against the other. Nothing herein shall require Seller to name Purchaser as an additional insured.

14. NO SET-OFF

Purchaser shall not withhold, delay, deduct, or set off any amounts due for any claimed dispute or counterclaim.

15. TIME LIMIT FOR CLAIMS

Any action arising from the sale of goods must be brought within one (1) year from the date the cause of action accrues.

16. GOVERNING LAW; VENUE; JURY WAIVER

This contract is governed by Pennsylvania law. All actions shall be brought exclusively in the state or federal courts located in Chester County, Pennsylvania. Purchaser consents to jurisdiction and waives any right to jury trial. Purchaser waives any right to seek injunctive or equitable relief arising out of or relating to these Terms or any sale of goods.

17. FORCE MAJEURE

Seller shall not be liable for delays or failure to perform caused by events beyond its reasonable control, including acts of God, war, terrorism, labor disputes, pandemics, epidemics, factory shutdowns, supply-chain disruptions, carrier failures, governmental orders, trade restrictions, or sanctions. Delivery dates shall be extended accordingly. Seller shall not be liable for delays or nonperformance by its suppliers or manufacturers.

18. TAXES

Purchaser shall pay all sales, use, VAT, excise, and similar taxes imposed on the transaction, unless Purchaser provides a valid exemption certificate acceptable to the taxing authority.

19. INSOLVENCY; ASSURANCES

If Seller reasonably believes Purchaser may not perform or becomes insolvent, Seller may suspend shipments, require advance payment, or cancel any order without liability.

20. ASSIGNMENT

Purchaser may not assign or transfer this agreement without Seller's prior written consent.

21. ENTIRE AGREEMENT

These Terms constitute the entire agreement between the parties and supersede all prior or contemporaneous agreements, communications, purchase orders, portal terms, or representations.

22. SEVERABILITY

Invalid provisions shall not affect the remainder of these Terms.

23. AMENDMENTS

These Terms may be modified only by a written document signed by an authorized officer of Seller. No purchase order, portal entry, email, invoice notation, or oral statement shall modify or supplement these Terms.

24. INDEPENDENT STATUS; NO AGENCY

Seller acts solely as an independent business and is not an agent, employee, joint venturer, or partner of Purchaser. Seller has no authority to bind Purchaser, and Purchaser has no authority to bind Seller. Seller does not assume control over Purchaser's facilities, safety practices, or operations.

25. GOVERNING LANGUAGE

These Terms are written in the English language, which shall be the controlling language for all interpretations, translations, and enforcement.

26. MUTUAL WAIVER OF CONSEQUENTIAL AND LIQUIDATED DAMAGES

Purchaser waives any claim for consequential, incidental, special, punitive, or liquidated damages against Seller, whether arising from delay, non-delivery, breach, or otherwise.

27. NO WAIVER.
Seller's failure at any time to enforce any provision of these Terms, or to exercise any right, shall not be deemed a waiver of that provision or right. Any waiver must be in a written document signed by an authorized officer of Seller.

28. NO IMPLIED OBLIGATIONS.
No course of dealing, course of performance, or trade usage shall be used to interpret, supplement, or modify these Terms. Seller undertakes no obligations except those expressly stated herein.

29. TIME IS NOT OF THE ESSENCE.
Delivery dates are estimates only and time is not of the essence of this agreement.

30. SURVIVAL.
All provisions that by their nature should survive delivery, payment, or termination—including without limitation payment obligations, warranty disclaimers, limitation of liability, indemnification, governing law, venue, and dispute resolution—shall survive.