

GADES SALES COMPANY INC. STANDARD TERMS AND CONDITIONS OF SALE AGREEMENT

These terms ("Agreement") apply to all sales by GADES SALES COMPANY INC. ("Supplier") to any purchaser ("Purchaser") of products, equipment, materials, services, or related goods ("Product"). Quotations are valid for 30 days unless otherwise stated. This Agreement is accepted upon: (1) Purchaser's signed or written accepted return; (2) issuance of a purchase order; or (3) acceptance of shipment. Only these terms and prior signed documents apply. Any conflicting or additional terms proposed by Purchaser are rejected unless expressly accepted in writing. Supplier's silence does not imply acceptance. If this is an acceptance of a prior offer, it is conditional on Purchaser's agreement to these terms.

MODIFICATIONS & CANCELLATIONS

No changes or cancellations are valid without written agreement by both parties. Purchaser-requested changes may result in additional charges. Cancelled orders are subject to recovery of costs and lost profits.

AS-IS SALE

All Products are sold "AS IS," with no warranties except those provided by the manufacturer, where applicable. Supplier disclaims all other express or implied warranties, including merchantability and fitness for a particular purpose, and is not liable for indirect or consequential damages.

DELIVERY, FREIGHT & RISK OF LOSS

Risk of loss transfers to Purchaser upon delivery to the carrier or direct receipt, whichever comes first.

PRICING

Prices are subject to change without notice unless part of a valid 30-day quote. Adjustments may apply due to delays, design changes, or material cost increases. Accepted payment methods are cash, check or ACH. Credit Card payments are accepted with a 4% convenience fee added to the invoice total.

RETURNS & SHORTAGES

Custom Products are non-returnable. Standard Products may be returned only with prior written approval, in original condition, and may incur restocking fees. Shortage claims must be submitted in writing within 30 days of delivery.

PROTECTIVE WRAPPING

Products wrapped for shipping must be unwrapped and inspected immediately. Trapped moisture may damage the Product.

INSTALLATION

Purchaser is solely responsible for installation. Supplier may provide reference materials but assumes no liability for installation quality or outcomes.

DELAYS

Supplier is not liable for delays beyond its control, including but not limited to force majeure events. Performance time will be extended accordingly. Supplier is not responsible for resulting damages.

CREDIT & PAYMENT

All sales are subject to credit approval. Supplier may require prepayment or other security. Purchaser grants Supplier a security interest in Products until full payment is received. Payment is due NET 30 days from the invoice date unless otherwise agreed. Late payments incur a charge of 1.5% per month or \$50, whichever is greater. The purchaser is responsible for all applicable taxes unless exempt.

DEFAULT

Purchaser is in default if it fails to pay, breaches this or other agreements, or becomes financially insecure. Supplier may cancel orders, demand immediate payment, require prepayment, enforce its security interest, and seek recovery of damages, including legal fees.

INDEMNITY & GOVERNING LAW

Purchaser agrees to indemnify and hold Supplier harmless from any liabilities related to the use, installation, or resale of Products. This Agreement is governed by Kansas law. Legal action must be filed in Kansas state or federal court. Both parties waive jury trial rights. Claims must be filed within one year of delivery.

Dated May 1, 2025