



SALES TERMS & CONDITIONS

These Sales Terms & Conditions ("Terms") apply to all sales of equipment ("Goods") by Agave Rental & Resources, LLC ("ARR"). By accepting a quote, issuing a purchase order, signing an invoice, making payment, or taking delivery of Goods, Customer agrees to be bound by these Terms.

1. DEFINITIONS

Goods: All equipment, tools, accessories, attachments, components, and related items sold by ARR, whether new or used.

Customer: The buyer, including its employees, agents, and representatives.

Order: Any purchase order, written or electronic acceptance of a quote, invoice approval, or payment for Goods.

New Goods: Goods sold new from the manufacturer or ARR stock.

Used Goods: Goods previously owned, rented, demoed, refurbished, or reconditioned.

Manufacturer Warranty: Any written warranty provided by the original manufacturer.

AS-IS: Sold without any warranties, guarantees, or representations of condition.

2. AGREEMENT SCOPE

These Terms govern all sales unless ARR expressly agrees otherwise in writing. Customer's purchase order terms or additional conditions do not apply unless ARR approves them in writing. No verbal statements or prior discussions modify these Terms.

3. QUOTES, ORDERS & ACCEPTANCE

Quotes are valid for ten (10) days unless otherwise stated. An Order becomes binding when Customer accepts a quote, issues a PO, pays a deposit, or takes delivery. ARR may correct technical or pricing errors and may decline or cancel any Order at its discretion.

4. PRICING, TAXES & FEES

All pricing excludes taxes, fees, freight, delivery, installation, credit card fees, and storage charges. Customer agrees to pay all applicable taxes unless a valid tax-exempt certificate is provided. Prices are FOB ARR's facility unless otherwise specified.

5. PAYMENT TERMS

Standard payment terms are "Due Prior to Shipment," unless ARR approves credit.

If credit is granted, terms are Net 30.

Past-due balances accrue interest at 1.5% per month (18% annually).

Customer is responsible for all attorney fees, collection costs, court costs, and administrative fees associated with non-payment.

ARR may require deposits, full prepayment, or verified funds for any sale.

6. DELIVERY, SHIPPING & RISK OF LOSS

Delivery dates are estimates only. ARR is not responsible for freight delays caused by carriers, weather, supply issues, or third-party disruptions.

Risk of loss transfers to Customer:

- When Goods are delivered to Customer; or
- When ARR releases Goods to a carrier for shipment.

Customer must file any freight damage claims directly with the carrier.

7. INSPECTION & ACCEPTANCE

Customer must inspect all Goods immediately upon receipt and notify ARR of shortages or defects within 48 hours.

Failure to provide written notice means Goods are accepted "as delivered."

Used Goods must be inspected prior to purchase; lack of inspection does not invalidate AS-IS status.

8. WARRANTIES

8.1 NEW GOODS

New Goods may include a manufacturer's warranty. Customer agrees:

- Warranty claims must be made directly with the manufacturer.
- ARR is not responsible for warranty decisions or timelines.
- Manufacturer's warranty is the Customer's sole remedy.

ARR provides no additional warranties on New Goods beyond the manufacturer warranty.

8.2 USED GOODS (AS-IS)

All Used Goods are sold AS-IS, WHERE-IS, WITH ALL FAULTS, including visible, hidden, or unknown defects.

ARR provides no warranties, including:

- Merchantability
- Fitness for a particular purpose
- Performance or durability
- Condition or compatibility

All Used Goods sales are final.

8.3 NO IMPLIED WARRANTIES

ARR disclaims all implied warranties to the fullest extent permitted by law.

9. RETURNS, REFUNDS & CANCELLATIONS

9.1 RETURNS OF NEW GOODS



Returns require ARR's prior written approval. Returned Goods must be unused and in original condition. Customer pays return shipping, restocking fees (typically 20–35%), and any manufacturer return charges.

9.2 USED GOODS

Used Goods cannot be returned under any circumstances.

All sales are final.

9.3 CANCELLATIONS

Orders cannot be canceled after shipment.

Special orders or custom-built items cannot be canceled once production or procurement begins.

10. LIMITATION OF LIABILITY

ARR is not responsible for:

- Downtime or lost revenue
- Labor or installation costs
- Operational interruptions
- Damage resulting from improper installation or use
- Compatibility issues
- Any indirect, incidental, or consequential damages

ARR's maximum liability is limited to the amount paid for the specific Goods in dispute.

11. CUSTOMER RESPONSIBILITIES

Customer is solely responsible for:

- Selecting appropriate Goods
- Ensuring compatibility with Customer equipment
- Proper installation, operation, and maintenance
- Training operators
- Complying with all safety laws and regulations
- Ensuring the Goods are used safely and properly

12. INDEMNIFICATION

Customer shall defend, indemnify, and hold ARR harmless from any claims, injuries, losses, damages, fines, or expenses (including attorney fees) arising from:

- Use or misuse of Goods
- Installation or operation
- Environmental incidents
- Customer's negligence
- Third-party reliance or use
- Violation of laws or regulations

13. DEFAULT

Customer is in default if it fails to pay, refuses delivery, provides false information, breaches these Terms, or becomes insolvent.

ARR may cancel Orders, withhold shipments, collect outstanding balances, or pursue legal remedies.

14. GOVERNING LAW & VENUE

These Terms are governed by Texas law.

All disputes must be resolved exclusively in Ector County, Texas.

15. ACCEPTANCE OF TERMS

Customer accepts these Terms by placing an Order, paying any amount, signing any document, accepting delivery, or using the Goods.