

**Summary of Terms and Conditions:** This quick summary is provided for convenience only. The full Terms and Conditions below remain the controlling version unless otherwise agreed in writing. It is recommended that you read the full document to fully understand the agreement you are entering into by working with FSE Direct LLC. Any agreement to these Terms and Conditions applies to the full Terms and Conditions set out below this summary and labeled “Terms and Conditions.”

# Summary of Terms and Conditions

FSE Direct LLC

## Quick Summary

- All work must be approved by the customer before it is performed.
  - Service calls include trip charges plus up to two hours of onsite labor unless otherwise agreed in writing.
  - Additional work outside the approved scope will not be performed without further approval.
  - A valid payment method is required before service is scheduled or performed.
  - Labor may be billed on approved terms, but parts and other direct job costs must generally be paid in full before they are ordered.
  - Estimates are based on the information available at the time and may change if hidden issues or additional problems are found.
  - FSE Direct LLC will use OEM parts when reasonably available, but approved alternatives may be used when needed.
  - OEM parts follow the manufacturer’s warranty; non-OEM or customer-supplied parts are generally not covered under FSE Direct LLC’s service warranty.
  - FSE Direct LLC provides a workmanship warranty, but it only applies to the specific service performed and does not guarantee the entire machine or system.
  - The customer must provide safe, reasonable access to the work area and disclose any site-specific safety or PPE requirements before the appointment.
  - FSE Direct LLC is not responsible for delays caused by parts availability, suppliers, shipping, customer response time, site access problems, or other events outside its reasonable control.
  - FSE Direct LLC is not responsible for indirect losses such as lost profits, lost production, downtime, or business interruption.
  - By requesting, approving, scheduling, or accepting service, the customer agrees to the full Terms and Conditions below.
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# Terms and Conditions

FSE Direct LLC

Effective Date: May 21, 2026

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## 1. Scope of Services

FSE Direct LLC provides field service, diagnostic, troubleshooting, inspection, preventative maintenance, repair, installation, decommissioning, removal, relocation, operator training, and related technical support services for electronic, electro-mechanical, mechanical, and precision equipment, as applicable. All services are limited to the specific work authorized by the customer in a quote, estimate, work order, service request, service agreement, or other written approval.

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## 2. Service Authorization

No services will be performed without customer authorization. Authorization may be provided through a signed estimate, quote, purchase order, work order, service request, email confirmation, or other written approval. If additional issues are identified during inspection, diagnosis, or service, no additional work outside the original approved scope will be performed without further customer authorization. Customer authorization for diagnostic or evaluation services does not obligate FSE Direct LLC to complete further repair work without separate approval, unless otherwise agreed in writing.

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## 3. Payment Terms

Customers will be required to provide a valid payment method or completed payment authorization form before services are scheduled or performed. Labor and service charges may be invoiced on approved payment terms, including Net 15, Net 30, Net 45, or Net 60, depending on the customer relationship and any written agreement between the parties. Approved payment terms apply only to labor and service charges unless expressly stated otherwise in writing. Unless otherwise agreed in writing, all parts, materials, shipping charges, subcontracted services, taxes, and other direct job-related costs must be paid in full by the customer before such items are ordered, purchased, or scheduled. FSE Direct LLC reserves the right to delay procurement, scheduling, shipment, or performance of services until required payment is received. Late or unpaid balances may result in additional fees, collection costs, and suspension or refusal of future services.

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## **4. Estimates and Pricing**

All estimates, quotes, and pricing are based on initial observations, information provided by the customer, and conditions reasonably apparent at the time of evaluation. Additional faults, concealed damage, prior improper repairs, missing components, access limitations, or other conditions may be discovered during diagnosis, disassembly, testing, or service, which may result in revised pricing, additional labor, or changes to the scope of work. Unless otherwise agreed in writing, each service call is deemed authorized for trip charges plus up to two (2) hours of onsite labor. Any labor or work falling outside that amount or outside the approved scope requires customer approval before additional work is performed. Onsite labor is billed beginning upon arrival at the customer site. Labor is billed in one-quarter (0.25) hour increments after the first hour, and time is rounded down until the next fifteen-minute increment is reached. Offsite preparation, planning, research, and administrative time are not billed as labor under this section. Diagnostic, inspection, evaluation, teardown, testing, and related labor are billable whether or not repair is completed, approved, successful, or ultimately declined by the customer, unless otherwise agreed in writing.

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## **5. Equipment Condition & Liability**

The customer is responsible for disclosing, to the best of its knowledge, any known equipment issues, prior repairs, modifications, damage, missing components, operational abnormalities, or relevant site or service history before or during service. FSE Direct LLC is not responsible for pre-existing conditions, concealed damage, hidden defects, prior improper repairs, worn or degraded components, undocumented design changes, incompatible replacement parts, or failures unrelated to the specific services performed. The customer acknowledges that diagnosis, repair, adjustment, disassembly, testing, installation, relocation, or other service work on used, damaged, modified, aging, heavily utilized, low-cost, or non-standard equipment carries inherent risk, including the possibility of additional failure, intermittent operation, parts incompatibility, or inability to restore the equipment to full function. This includes certain lower-cost or generic imported equipment that may contain undocumented component substitutions, inconsistent configurations, limited technical support, or randomly changed off-the-shelf parts. FSE Direct LLC does not guarantee that any equipment can be repaired, restored, or returned to service unless expressly stated in writing. If, in FSE Direct LLC's reasonable judgment, continued diagnosis, repair, or service is impractical, uneconomical, unsafe, or not in the customer's best interest due to the condition, value, configuration, or supportability of the equipment, FSE Direct LLC may stop work and notify the customer before proceeding further.

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## 6. Parts and Materials

FSE Direct LLC will use original equipment manufacturer (“OEM”) parts when reasonably available. If OEM parts are unavailable, discontinued, delayed, cost-prohibitive, declined by the customer, or otherwise impractical for the job, FSE Direct LLC may, with customer approval where appropriate, use refurbished, remanufactured, aftermarket, third-party, surplus, or other commercially reasonable replacement parts or materials. Part availability, lead times, pricing, and compatibility may vary and are not guaranteed. Parts and materials may include a reasonable handling, sourcing, procurement, administrative, or processing charge. FSE Direct LLC does not maintain inventory or stock parts for customer jobs, and unless otherwise agreed in writing, the customer is responsible for receiving, storing, protecting, and safeguarding all parts and materials delivered for its equipment or project. OEM parts are subject only to the applicable manufacturer warranty, if any, and FSE Direct LLC will reasonably assist the customer with the applicable return merchandise authorization (“RMA”) or warranty claim process for such parts. Unless expressly stated otherwise in writing, third-party, aftermarket, refurbished, remanufactured, surplus, or customer-supplied parts are not covered under FSE Direct LLC’s service warranty. Customers may choose to purchase or supply parts directly; however, FSE Direct LLC may require sufficient documentation to verify the identity, source, specifications, and purchase details of any such part before considering any warranty-related claim, troubleshooting, or service issue involving that part. If adequate documentation is not provided, or if part identity and suitability cannot be reasonably established, FSE Direct LLC may deny warranty-related service or support associated with that part. If the customer supplies parts or materials, FSE Direct LLC makes no warranty as to their quality, compatibility, fitness, or performance, and any additional labor, delay, or troubleshooting resulting from customer-supplied items shall be billable to the customer. FSE Direct LLC will make reasonable efforts to remove ordinary service-related trash, packaging, replaced parts, and similar materials generated during service so that such items do not unnecessarily become the customer’s responsibility. When appropriate and available, FSE Direct LLC may use the customer’s onsite disposal or recycling resources for ordinary waste. If such resources are not available, FSE Direct LLC will remove and handle ordinary waste, including reasonable electronic waste, in a commercially reasonable manner. Certain removed or replaced parts may be subject to core return, exchange, manufacturer return, warranty return, or similar supplier requirements. In such cases, FSE Direct LLC may retain, recover, package, ship, or otherwise handle such parts as reasonably necessary to complete the applicable return process. If a required core or returnable part is not made available, discarded, damaged after removal, or cannot be returned due to customer

action or inaction, the customer may be responsible for any lost core credit, replacement charge, return-related fee, or other resulting cost. Any unusual volume of waste, hazardous materials, regulated materials, biohazardous materials, or special disposal requirements may be subject to additional charges.

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## **7. Limited Service Warranty**

Unless otherwise agreed in writing, FSE Direct LLC warrants its workmanship for a period of thirty (30) days from the date services are completed. For customers covered under an applicable written service or support contract, a longer workmanship warranty period of sixty (60) days or ninety (90) days may apply if expressly stated in the contract. This limited warranty applies only to the specific labor or service performed and does not guarantee the overall condition, continued operation, or future performance of the equipment as a whole. If FSE Direct LLC later determines that a reported issue was caused by its own previously performed covered workmanship, the applicable limited warranty shall continue to apply to that workmanship, even if the issue is identified during a later service visit. OEM parts are subject only to the applicable manufacturer warranty, if any, and third-party, aftermarket, refurbished, remanufactured, surplus, or customer-supplied parts are not covered under FSE Direct LLC's service warranty unless expressly stated otherwise in writing. This limited warranty does not apply to failures or issues caused by misuse, improper operation, environmental conditions, power quality issues, normal wear and tear, customer neglect, unauthorized modification or repair, unrelated component failure, concealed damage, pre-existing conditions, or any cause outside the scope of the original service performed. FSE Direct LLC may require reasonable access to the equipment and an opportunity to inspect the claimed issue before determining warranty coverage. Warranty remedies, if applicable, are limited to re-performance of the original covered service in a commercially reasonable manner. If FSE Direct LLC determines that the issue is covered under this limited warranty and was caused by its own covered workmanship, reasonable return trip charges associated solely with correcting that covered issue shall be included. This limited warranty does not otherwise include shipping, expedited freight, equipment downtime, or third-party costs unless expressly stated in writing.

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## **8. On-Site Service Conditions**

For any on-site service, the customer is responsible for providing safe, reasonable, and timely access to the equipment and work area, including any required escorts, site approvals, utilities, and operating conditions necessary to perform the requested services. The customer shall ensure that the equipment is reasonably accessible and

that the work environment complies with applicable safety requirements. The customer is also responsible for informing FSE Direct LLC in advance of any site-specific safety, personal protective equipment, training, access, or compliance requirements necessary to enter or perform work at the site, including but not limited to hard hats, safety vests, hearing protection, protective footwear, lockout/tagout procedures, site orientation requirements, or similar conditions. If such requirements are not disclosed in advance, the customer shall provide the required items or access support necessary for FSE Direct LLC to enter and perform the approved services. FSE Direct LLC reserves the right to refuse, delay, suspend, or stop work if site conditions are unsafe, inaccessible, materially different from what was represented, or otherwise interfere with the performance of services. Time lost due to site access issues, customer delays, unprepared equipment, unavailable personnel, unsafe conditions, or other jobsite-related interruptions may be billable to the customer where applicable. If FSE Direct LLC arrives on site and cannot reasonably begin or continue the approved service due to customer-caused conditions, trip charges and applicable labor charges may still apply. FSE Direct LLC will use reasonable care to leave the immediate work area and equipment in a condition substantially similar to its condition upon arrival, excluding changes reasonably necessary to perform the requested services, pre-existing conditions, and conditions outside FSE Direct LLC's control.

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## **9. Limitation of Liability**

To the fullest extent permitted by law, FSE Direct LLC shall not be liable for any indirect, incidental, special, consequential, exemplary, or punitive damages, including but not limited to lost profits, lost revenue, loss of business opportunity, loss of use, business interruption, equipment downtime, data loss, or loss of production, arising out of or relating to any services, parts, materials, delays, or equipment condition, even if advised of the possibility of such damages. To the fullest extent permitted by law, FSE Direct LLC's total liability for any claim arising out of or relating to the services provided shall not exceed the total amount actually paid to FSE Direct LLC for the specific service giving rise to the claim. The customer acknowledges that FSE Direct LLC is not the manufacturer of the equipment and does not control the design, prior use, maintenance history, operating conditions, or future use of the equipment serviced.

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## **10. Service Delays**

FSE Direct LLC is not responsible for delays in scheduling, procurement, shipment, repair completion, installation, or other service performance caused by parts availability, backorders, discontinued items, supplier or manufacturer delays, shipping or carrier

issues, customer response time, delayed approvals, delayed payment, site access limitations, scheduling conflicts, unsafe conditions, or other events outside FSE Direct LLC's reasonable control. Estimated service dates, lead times, and completion timelines are approximate unless expressly guaranteed in writing. FSE Direct LLC will use reasonable efforts to communicate known delays and coordinate revised timing when practical. Delays do not relieve the customer of payment obligations for completed work, ordered parts, or other approved charges. If a delay or rescheduling need arises from circumstances outside the reasonable control of both FSE Direct LLC and the customer, FSE Direct LLC will use reasonable efforts to provide priority rescheduling consideration, and no additional rescheduling charge will apply solely as a result of that delay.

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## **11. Governing Law**

These Terms and Conditions and any dispute arising out of or relating to the services provided by FSE Direct LLC shall be governed by and construed in accordance with the laws of the State of Oregon, without regard to its conflict of law principles.

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## **12. Agreement**

By requesting, approving, scheduling, or accepting services from FSE Direct LLC, the customer acknowledges and agrees to be bound by these Terms and Conditions.