

Relport, Inc. Terms and Conditions of Sale

Effective Date: 1/1/2026

These Terms and Conditions of Sale (these “**Terms**”) govern all quotations, proposals, acknowledgments, invoices, purchase orders accepted by **Relport, Inc.** (“**Relport**” or “**Seller**”), and all sales of products and services by Seller to the purchaser identified in the applicable order (“**Buyer**”). Seller and Buyer may each be referred to as a “**Party**” and together as the “**Parties.**”

1. Scope; Acceptance

All sales by Seller are expressly conditioned on Buyer’s acceptance of these Terms. Any additional, different, or inconsistent terms contained in any purchase order, confirmation, or other document from Buyer are rejected and will not apply unless expressly agreed to in a writing signed by Seller. Seller’s fulfillment of any order does not constitute acceptance of any terms proposed by Buyer.

2. Orders; Changes; Cancellation

All orders are subject to Seller’s acceptance. No order may be changed or canceled except with Seller’s prior written consent and on terms acceptable to Seller, including reimbursement of costs incurred and commitments made by Seller.

3. Prices; Taxes

Prices are those stated in Seller’s quotation or acknowledgment, or if none, Seller’s prices in effect at the time of shipment. Prices do not include sales, use, excise, value-added, gross receipts, or similar taxes, duties, tariffs, or charges, all of which are the responsibility of Buyer unless Buyer provides a valid exemption certificate acceptable to Seller.

4. Payment Terms

Unless otherwise stated in writing, payment is due **[NET 30]** days from invoice date in U.S. dollars. Late amounts may accrue interest at the lesser of **1.5% per month** or the maximum rate permitted by law. Buyer shall reimburse Seller for reasonable costs of collection, including attorneys’ fees and expenses, to the extent permitted by law.

5. Delivery; Title; Risk of Loss

Delivery dates are estimates only and are not guaranteed. Seller is not liable for delays in manufacture, shipment, or delivery. Unless otherwise agreed in writing, shipments are made from Seller’s designated shipping location under the shipping terms stated in Seller’s quotation or acknowledgment. Title and risk of loss pass as stated in the applicable shipping terms.

6. Inspection; Acceptance of Products

Buyer is encouraged to inspect products promptly upon receipt and to notify Seller as soon as reasonably practicable of any apparent shipping damage, shortages, or nonconformity. Prompt notice helps Seller address issues quickly, but failure to give immediate notice does not by itself waive an otherwise valid warranty claim.

7. Definitions

For purposes of these Terms:

“Relport Products” means products manufactured by Relport, Inc.

“Third-Party Products” means products, parts, accessories, cables, tools, hardware, devices, or other components manufactured by someone other than Relport, Inc., including items bundled, packaged, assembled into, or resold by Relport as part of a kit, package, or system.

8. Product Warranty and Support

8.1 General Approach

Relport intends to stand behind its products and support its customers in a practical, good-faith, and commercially reasonable manner. The warranty provisions below are intended to explain how Relport handles issues with Relport Products and Third-Party Products.

8.2 Warranty for Relport Products

Seller warrants that all Relport Products will be free from defects in material and workmanship under normal, proper, and authorized use, installation, and service for a period of **fifty (50) years** from the date of original shipment by Seller, unless a different warranty period or product-specific warranty is expressly stated in writing by Seller.

This warranty applies to the product during the warranty period regardless of subsequent ownership, unless Seller states otherwise in writing for a specific product.

If a covered defect arises during the warranty period, Relport will use commercially reasonable efforts to: 1. repair the product; 2. replace the product with the same or a functionally equivalent product, which may be new, repaired, or refurbished; or 3. if repair or replacement cannot reasonably be provided, offer an equitable prorated refund or credit.

8.3 Warranty for Third-Party Products and Kits

Unless Relport expressly states otherwise in writing, the fifty (50) year Relport warranty does **not** apply to Third-Party Products.

For Third-Party Products, including products included in kits assembled, packaged, or resold by Relport, Relport warrants that the kit or shipment will substantially conform to Relport's order description at the time of shipment.

To the extent Relport receives any assignable warranty from the original manufacturer of a Third-Party Product, Relport will reasonably cooperate in passing through or facilitating that warranty for Buyer, but Relport does not independently warrant the future performance or longevity of Third-Party Products unless expressly stated in writing.

8.4 Support Process

Customers seeking support or warranty service should contact Relport so that Relport can help identify the issue and provide return or service instructions. Relport may issue an RMA number or other reference number for administrative convenience, but failure to obtain or include such a number will not, by itself, invalidate an otherwise valid claim if the product can still be reasonably identified and processed.

8.5 Exclusions

The warranty for Relport Products does not apply to defects, damage, malfunction, or failure caused in whole or in part by:

- a. misuse, abuse, neglect, accident, vandalism, or improper storage, handling, transport, or maintenance;
- b. installation, wiring, calibration, integration, or operation not in accordance with Relport's instructions, specifications, or good industry practice;
- c. modification, alteration, repair, disassembly, or service by any person other than Relport or a party expressly authorized by Relport in writing, except where such activity is not the cause of the claimed issue;
- d. operation outside rated, intended, or environmental conditions;
- e. external causes including power surges, overvoltage, undervoltage, electrical transients, lightning, water intrusion, contamination, corrosion, fire, flood, or other acts of nature; or
- f. ordinary wear and tear, cosmetic damage, or consumable items.

8.6 Shipping for Warranty Claims

Relport will cover shipping charges for warranty claims, including shipment of the product to Relport and return shipment to the customer.

8.7 Repaired and Replacement Products

Any repaired or replacement Relport Product supplied under this warranty will be warranted for the remainder of the original warranty period or **ninety (90) days** after shipment of the repaired or replacement product, whichever is longer.

9. Disclaimer of Other Warranties

EXCEPT FOR THE EXPRESS WARRANTIES SET FORTH IN SECTION 8, THE PRODUCTS AND ANY SERVICES ARE PROVIDED **“AS IS”** AND **“WITH ALL FAULTS.”** TO THE MAXIMUM EXTENT PERMITTED BY LAW, SELLER DISCLAIMS ALL OTHER WARRANTIES, WHETHER EXPRESS, IMPLIED, STATUTORY, OR OTHERWISE, INCLUDING ANY IMPLIED WARRANTY OF **MERCHANTABILITY**, FITNESS FOR A PARTICULAR PURPOSE, TITLE, NON-INFRINGEMENT, OR ANY WARRANTY ARISING FROM COURSE OF DEALING, COURSE OF PERFORMANCE, USAGE OF TRADE, OR FROM ANY TECHNICAL ADVICE OR DOCUMENTATION.

10. Limitation of Liability

Relpport wants to support its customers fairly, but the pricing of its products does not include responsibility for broader downstream business losses. Accordingly, to the maximum extent permitted by law:

1. Relpport’s total cumulative liability arising out of or relating to any order, product, service, or these Terms shall not exceed the amounts actually paid by Buyer to Relpport for the specific product giving rise to the claim; and
2. Relpport shall not be liable for any incidental, indirect, special, exemplary, punitive, or consequential damages, or for any loss of profits, loss of revenue, loss of use, loss of data, loss of goodwill, cost of substitute goods, cost of downtime, or business interruption, even if advised of the possibility of such damages.

11. Technical Information; Buyer Responsibility

Any technical advice, recommendations, drawings, or assistance provided by Relpport are based on information believed reliable, but Buyer remains responsible for determining suitability of the products for Buyer’s intended use, system design, installation, operation, maintenance, and compliance with applicable laws, codes, and standards.

12. Intellectual Property

All drawings, specifications, software, firmware, know-how, designs, and other materials furnished by Seller remain Seller’s property or the property of its licensors. No rights are granted except the limited right to use the products for Buyer’s internal business purposes.

13. Export; Compliance

Buyer shall comply with all applicable export control, sanctions, import, and trade laws and regulations.

14. Force Majeure

Seller is not liable for failure or delay caused by events beyond Seller's reasonable control, including acts of God, natural disasters, labor disputes, shortages of materials, transportation disruptions, war, terrorism, civil unrest, epidemics, governmental action, utility failures, supplier failures, or other similar events.

15. Governing Law; Venue

These Terms and any dispute arising out of or relating to them or any sale by Seller shall be governed by the laws of the State of **Wyoming**, without regard to conflict-of-law rules. The United Nations Convention on Contracts for the International Sale of Goods does not apply. Any action or proceeding shall be brought exclusively in the state or federal courts located in Wyoming, and each Party consents to that venue and jurisdiction.

16. Entire Agreement; Amendment; Severability; Waiver

These Terms, together with Seller's accepted quotation or acknowledgment and any document expressly incorporated by reference, constitute the entire agreement between the Parties concerning the sale. No amendment or waiver is effective unless in writing and signed by Seller. If any provision is held unenforceable, the remaining provisions shall remain in effect.

17. Contact Information

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