

JMACKS INDUSTRIAL SALES, INC.

SELLER'S TERMS AND CONDITIONS

Version 2.1.1 | Effective August 14, 2026

Seller	JMacks Industrial Sales, Inc. ("Seller")
Coverage	All quotations, sales, fabrication, processing, distribution, and related services

IMPORTANT: These Terms are incorporated into Seller's quotations, order acknowledgments, invoices, and sales. Buyer should review them before placing an order.

1. ACCEPTANCE AND CONTRACT FORMATION

Seller's acceptance of any order is subject to credit approval, availability, and, where applicable, acceptance by Seller's suppliers or subcontractors. A contract is formed only when Seller issues a written acknowledgment, begins performance, or ships the goods, whichever occurs first.

By requesting a quotation, issuing a purchase order, authorizing work, accepting delivery, or paying an invoice, the customer ("Buyer") agrees that these Terms govern all goods, materials, fabrication, processing, design-assistance, sourcing, and related services supplied by Seller (collectively, "Goods"). Seller rejects additional or different terms in Buyer's documents unless an authorized Seller representative expressly agrees to them in a signed writing. No oral statement modifies these Terms.

2. QUOTATIONS AND SCOPE

Unless a quotation states otherwise, it expires fifteen (15) days after its date. A quotation is based on the drawings, specifications, quantities, materials, tolerances, and assumptions identified in it. Changes, omissions, expedited work, additional operations, inspections, certifications, packaging, or delivery requirements may result in revised pricing and delivery dates.

3. PRICES, TAXES, AND SURCHARGES

Buyer shall pay the quoted price plus applicable freight, handling, packaging, taxes, duties, tariffs, fuel or material surcharges, and other charges stated in Seller's documents. Seller will not collect a tax for which Buyer timely provides a valid exemption certificate. Prices for special-order materials may be adjusted before procurement or shipment if supplier pricing changes; Seller will notify Buyer, and Buyer may cancel the affected item subject to supplier commitments and costs already incurred.

4. PAYMENT AND CREDIT

Unless Seller agrees otherwise in writing, invoices are due net thirty (30) days from the invoice date. Payment is not contingent on Buyer's receipt of payment from any third party, and no retainage or setoff is permitted. Seller may require a deposit, progress payments, payment before production or shipment, or other adequate assurance when it reasonably believes Buyer's

creditworthiness or ability to pay has become impaired. Seller may apply undesignated payments to any outstanding balance.

5. LATE PAYMENT AND COLLECTION

Past-due amounts accrue a service charge of one and one-half percent (1.5%) per month, or the highest lawful rate if lower, from the due date until paid. To the extent permitted by applicable law, Buyer shall reimburse Seller for reasonable collection costs, court costs, and attorneys' fees incurred to collect amounts due. Seller may suspend production, withhold shipment, revoke credit, or cancel unperformed work while any amount remains past due.

6. SECURITY INTEREST

To secure all amounts owed, Buyer grants Seller a purchase-money security interest, to the extent applicable, in Goods sold by Seller and identifiable proceeds until payment in full. Buyer authorizes Seller to file financing statements reasonably necessary to perfect that interest. This clause does not authorize any remedy prohibited by law.

7. DELIVERY; TITLE; RISK OF LOSS

Delivery dates are estimates unless Seller expressly guarantees a date in a signed writing. For Goods delivered on Seller's vehicle, title and risk of loss pass when Buyer receives possession. For all other shipments, delivery is F.O.B. Seller's facility or other stated point of shipment, and title and risk of loss pass when the Goods are tendered to the carrier. Buyer is responsible for transit claims when the carrier is not Seller.

8. INSPECTION AND CLAIMS

Buyer shall inspect the Goods promptly. Any claim for shortage, visible damage, dimensional nonconformity, or other discoverable defect must be submitted to Seller in writing within ten (10) days after receipt, with the order number, affected quantity, photographs where appropriate, and a reasonably detailed explanation. Failure to provide timely notice constitutes acceptance to the extent permitted by law. Latent-defect claims must be made promptly after discovery and within the applicable warranty period.

9. RETURNS AND CANCELLATIONS

Fabricated, cut-to-size, modified, special-order, and otherwise nonstandard Goods are nonreturnable and noncancelable unless Seller agrees in writing. Unused, unopened standard Goods may be considered for return within thirty (30) days after shipment if Seller issues prior return authorization. Approved cancellations or returns are subject to the greater of Seller's and its suppliers' actual costs or a twenty-five percent (25%) restocking/cancellation charge, plus freight and any loss in value. No return is effective without Seller's written authorization.

10. DRAWINGS, SPECIFICATIONS, AND BUYER APPROVAL

Buyer is responsible for the completeness and accuracy of all drawings, dimensions, tolerances, material designations, quantities, performance requirements, and other specifications it supplies or approves. Buyer must resolve discrepancies before production. Seller may rely on the latest written revision supplied or approved by Buyer and is not responsible for errors in Buyer-provided or Buyer-approved information.

11. CAD, PROGRAMMING, AND DESIGN ASSISTANCE

Any CAD work, nesting, programming, material recommendation, design suggestion, takeoff, sample, prototype, or other technical assistance furnished by Seller is provided to support manufacturing and does not constitute engineering, architectural, code-compliance, or professional design services. Unless Seller expressly accepts design responsibility in a signed writing, Buyer remains solely responsible for design adequacy, fit, function, loads, tolerances, regulatory compliance, manufacturability, and final approval. Buyer shall independently verify all critical dimensions and applications before use or installation.

12. MATERIALS AND COMMERCIAL TOLERANCES

Materials are subject to mill, manufacturer, and industry tolerances for thickness, flatness, hardness, color, finish, composition, and other characteristics. Cut and fabricated parts are subject to the tolerances stated in Seller's quotation or drawing approval; if none are stated, Seller's customary commercial tolerances apply. Edge condition, taper, striations, heat tint from secondary operations, surface marks, protective-film condition, and minor cosmetic variation are not defects unless a written specification expressly makes them acceptance criteria.

13. SUBSTITUTIONS AND SUPPLIER PRODUCTS

If Seller proposes an alternate material, component, or manufacturer, Buyer is responsible for determining and approving its suitability. Seller may use qualified suppliers and subcontractors to perform portions of the work. Supplier discontinuations, allocations, minimum-order requirements, and specification changes may require an approved substitution, revised price, or revised schedule.

14. PRODUCT USE, INSTALLATION, AND SAFETY

Buyer is solely responsible for selecting Goods suitable for its intended use and for proper handling, guarding, assembly, installation, inspection, maintenance, and operation. Before using Goods in a regulated application or industry, Buyer shall confirm compliance with all applicable laws, codes, standards, and job specifications. Buyer shall communicate appropriate warnings and instructions to its employees, customers, installers, and end users.

15. INTELLECTUAL PROPERTY AND WORK PRODUCT

Seller retains ownership of its pre-existing and independently developed know-how, processes, tooling concepts, nests, programs, drawings, methods, trade secrets, and other intellectual property. Unless a signed agreement expressly states otherwise, payment for Goods does not transfer Seller's manufacturing files or general know-how. Buyer receives a nonexclusive right to use the physical Goods for their intended purpose. Buyer represents that Seller's use of Buyer-supplied drawings, marks, files, and specifications to fulfill the order does not infringe another party's rights.

16. TOOLING, FIXTURES, AND BUYER PROPERTY

Unless otherwise agreed in writing, charges for tooling, fixtures, templates, programs, or setup represent only a contribution toward production cost and do not transfer ownership. Seller may dispose of inactive tooling after a reasonable period. Seller will exercise reasonable care with Buyer-owned property but is not liable for ordinary wear, deterioration, or loss caused by events

beyond its reasonable control. Buyer shall maintain insurance on Buyer-owned property kept at Seller's facility.

17. LIMITED WARRANTY

Seller warrants that, at delivery, Goods manufactured by Seller will materially conform to Seller's written quotation and any expressly incorporated, Buyer-approved drawing. Seller also warrants that title to Goods will pass free of liens created by Seller upon full payment. Seller's obligation is limited, at its option, to reworking or replacing nonconforming Goods, refunding the price paid for those Goods, or releasing a lien created by Seller. Buyer must preserve the Goods and provide Seller a reasonable opportunity to inspect them before repair, alteration, return, or disposal.

For products manufactured by third parties, Seller will pass through any assignable manufacturer warranty to Buyer. Except for the express warranties above, Seller disclaims all other warranties, express or implied, including merchantability, fitness for a particular purpose, noninfringement, and warranties arising from course of dealing or usage of trade, to the fullest extent permitted by law.

18. LIMITATION OF LIABILITY

To the fullest extent permitted by law, Seller's aggregate liability arising from an order, whether in contract, warranty, negligence, strict liability, or otherwise, will not exceed the amount Buyer paid for the specific Goods giving rise to the claim. Seller will not be liable for special, incidental, indirect, exemplary, punitive, or consequential damages, including lost profits or revenue, downtime, loss of use, removal, testing, installation, reinstallation, substitute goods or services, damage to associated equipment, backcharges, delay damages, or claims of Buyer's customers. These limitations apply even if a remedy fails of its essential purpose, but do not exclude liability that cannot lawfully be limited.

19. INDEMNIFICATION

To the extent permitted by law, Buyer shall defend, indemnify, and hold Seller harmless from third-party claims, damages, losses, and reasonable expenses arising from (a) Buyer's specifications, design, selection, installation, modification, misuse, or resale of the Goods; (b) Buyer's violation of law or safety requirements; or (c) allegations that Buyer-provided drawings, files, trademarks, or specifications infringe third-party rights, except to the extent caused by Seller's gross negligence or willful misconduct.

20. EXCUSABLE DELAY

Seller is not liable for delay or nonperformance caused by circumstances beyond its reasonable control, including acts of God, severe weather, fire, flood, epidemic, war, terrorism, civil disturbance, labor disruption, transportation interruption, utility or equipment failure, cyber incident, governmental action, material shortage, supplier failure, allocation, or commercial impracticability. Deadlines will be extended for the period reasonably affected. If Buyer delays receipt, Seller may store the Goods at Buyer's risk and expense and invoice them when ready.

21. TERMINATION

Either party may terminate the unperformed portion of an order for the other party's material breach if the breach is not cured within ten (10) days after written notice describing it. Seller may

terminate immediately for insolvency, bankruptcy-related events to the extent enforceable, repudiation, failure to provide adequate assurance, or nonpayment. Buyer shall pay for completed Goods, work in process, committed materials, supplier cancellation charges, and reasonable closeout costs attributable to the terminated order.

22. COMPLIANCE; EXPORT CONTROLS

Buyer shall comply with applicable laws and regulations concerning the purchase, possession, export, reexport, transfer, installation, and use of the Goods. Export orders are not accepted unless Seller confirms them in writing. Buyer is responsible for export classification, licensing, screening, and documentation and shall not identify Seller as exporter or principal party in interest without Seller's prior written consent.

23. CONFIDENTIALITY

Each party shall use reasonable care to protect nonpublic technical, pricing, business, and customer information identified as confidential or that reasonably should be understood as confidential. This obligation does not apply to information that is public without breach, already lawfully known, independently developed, rightfully received from a third party, or required to be disclosed by law. Buyer may not disclose Seller's quotation or pricing to competitors except as reasonably necessary for a legitimate project bid and subject to confidentiality protections.

24. GOVERNING LAW AND EXCLUSIVE FORUM

These Terms and every transaction between Buyer and Seller are governed by the laws of the State of North Carolina, without regard to conflict-of-laws principles. The United Nations Convention on Contracts for the International Sale of Goods does not apply. Any action arising from or relating to these Terms or the Goods shall be brought exclusively in the state courts located in Mecklenburg County, North Carolina, or, if federal subject-matter jurisdiction exists, in the United States District Court for the Western District of North Carolina, Charlotte Division. Buyer and Seller consent to personal jurisdiction and venue in those courts and waive objections to that forum.

25. MISCELLANEOUS

Buyer may not assign an order without Seller's prior written consent, except to a successor in connection with a merger or sale of substantially all assets that assumes Buyer's obligations. Seller may assign receivables and may use affiliates, suppliers, and subcontractors. If any provision is unenforceable, it will be modified only to the minimum extent necessary, and the remaining provisions remain effective. A waiver must be in writing and applies only to the specific instance. Provisions concerning payment, intellectual property, confidentiality, indemnity, limitations, and dispute resolution survive completion or termination. These Terms, together with Seller's quotation and written order acknowledgment, constitute the entire agreement; if they conflict, a signed writing expressly identifying the provision to be changed controls.