

SOURCECO

SALES ORDER TERMS & CONDITIONS

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These Terms and Conditions apply to all quotations, sales orders, invoices, and shipments issued by SourceCo unless otherwise agreed to in writing by an authorized representative of SourceCo. Customer's acceptance of goods, issuance of a purchase order, or payment constitutes acceptance of these Terms and Conditions.

1. Contract: These Terms and Conditions constitute the complete agreement between SourceCo and Customer. Any additional or conflicting terms contained in Customer documents are rejected unless expressly accepted in writing by SourceCo.

2. Quotations & Pricing: Quotations are subject to change or withdrawal until accepted by SourceCo. Prices are in U.S. Dollars unless otherwise stated and exclude taxes, duties, freight, and other applicable charges unless specifically included.

3. Payment: Payment terms are as stated on the invoice or quotation. Past due balances may be subject to finance charges where permitted by law. Customer is responsible for reasonable collection costs.

4. Delivery & Risk of Loss: Delivery dates are estimates only. Title and risk of loss transfer to Customer upon delivery to the carrier unless otherwise agreed in writing.

5. Inspection & Acceptance: Customer shall inspect all products upon receipt and notify SourceCo in writing of any shortage, shipping damage, or discrepancy within the time specified by the Purchase Order or, if unspecified, within five (5) business days of receipt.

6. Product Condition & Documentation: Products are supplied in the condition identified on the sales order and include applicable documentation such as Certificates of Conformity, Authorized Release Certificates, traceability documentation, or other documentation specified by the sales order when required. Customer is responsible for reviewing documentation upon receipt.

7. Warranty: Unless otherwise stated in writing, SourceCo warrants only that products will conform to the condition and documentation identified on the sales order at the time of shipment. No additional warranty, express or implied, including merchantability or fitness for a particular purpose, is provided except as required by law.

8. Returns: No product may be returned without prior written authorization from SourceCo. Approved returns shall be subject to the terms of the return authorization.

9. Export Compliance: Customer shall comply with all applicable import, export, sanctions, and trade control laws and regulations.

10. Product Use: Customer is responsible for determining the suitability of products for the intended application and for ensuring installation, maintenance, and operation comply with applicable regulations and manufacturer requirements.

11. Confidentiality: Customer shall protect confidential or proprietary information provided by SourceCo and use it only for the transaction for which it was provided.

12. Limitation of Liability: SourceCo shall not be liable for indirect, incidental, consequential, special, or punitive damages, including lost profits, revenue, or business interruption, arising from the sale or use of products.

13. Force Majeure: SourceCo shall not be liable for delays or failure to perform caused by events beyond its reasonable control.

14. Governing Law: These Terms and Conditions shall be governed by the laws of the State of Tennessee unless otherwise agreed in writing.

15. Acceptance: Customer's purchase order, acceptance of delivery, payment, or other performance constitutes acceptance of these Terms and Conditions. No additional or conflicting customer terms shall apply unless expressly accepted in writing by SourceCo.