

STANDARD TERMS AND CONDITIONS OF SALE

- 1. Acceptance.** This quotation is an offer to sell and is expressly conditioned upon Buyer's acceptance of these Terms. Acceptance occurs upon written acceptance, issuance of a purchase order, or payment.
- 2. Price & Payment.** Prices are valid for 30 days and subject to change thereafter. Terms are Net 30, subject to credit approval. Past due balances accrue interest at 1.5% per month (or maximum allowed by law). Buyer is responsible for all collection costs.
- 3. Taxes & Freight.** All prices are FOB Dickinson, ND and exclude freight, insurance, taxes, and governmental charges, which are the responsibility of Buyer. Freight is estimated only.
- 4. Delivery; Risk of Loss.** Delivery dates are estimates only. Title and risk of loss pass to Buyer upon delivery to carrier. Seller is not liable for delays beyond its reasonable control.
- 5. Equipment Use & Compliance.** (a) Use equipment only for its intended purpose, (b) Comply with all applicable laws, and (c) Ensure proper decontamination prior to any transport. Buyer assumes all liability for misuse or non-compliance
- 6. Inspection & Claims.** Buyer must inspect upon delivery. Visible defects must be reported within 5 days; all other claims within 30 days. Failure to notify constitutes acceptance.
- 7. Limited Warranty.** Seller warrants equipment to be free from defects in material and workmanship for 12 months from delivery (or manufacturer's warranty). Seller's sole obligation is repair or replacement.
ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, ARE DISCLAIMED, INCLUDING MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.
- 8. Limitation of Liability.** Seller is not liable for indirect, incidental, or consequential damages, including lost profits or downtime. Seller's total liability shall not exceed the purchase price.
- 9. Indemnification.** Buyer shall indemnify and hold Seller harmless from all claims arising out of Buyer's use, handling, transport, or modification of the equipment, including handling of hazardous materials.
- 10. Tariffs & Price Adjustments.** Prices include applicable duties as of the quote date. Seller may pass through increases in tariffs, duties, or similar charges imposed after the quote date, payable within 30 days.
- 11. Suspension & Remedies.** Seller may suspend performance or cancel orders for nonpayment. Seller retains all remedies available under applicable law.
- 12. Cancellation.** Orders may not be cancelled or modified without Seller's written consent. Approved cancellations may include charges for costs incurred.
- 13. Force Majeure.** Seller is not liable for delays or failure to perform due to events beyond its control.
- 14. Governing Law.** This agreement is governed by the laws of the State of North Dakota, with venue in North Dakota courts.
- 15. Entire Agreement.** These Terms, together with the quotation, constitute the entire agreement and supersede all prior agreements. Conflicting Buyer terms are rejected unless expressly agreed in writing.