



Terms & Conditions

1. Applicability. These Terms and Conditions of Sale ("**Terms**") govern the sale of goods ("**Products**") by Soligent Distribution, LLC ("**Soligent**") to you, Soligent's customer ("**Buyer**"). Soligent and Buyer may sometimes be referred to in these Terms as the "**Parties**" or each individually as a "**Party**." These Terms supersede any other terms and conditions in any purchase order ("PO") or other communications in any form. Soligent's agreement to any additional, modified, or substituted terms and conditions must be made affirmatively and, in writing, signed by an authorized officer of Soligent in a form other than an acknowledgement of a PO to be effective. Soligent's acceptance of a PO by written acknowledgement or otherwise (even where such form purports to create or modify terms between Soligent and Buyer) and/or Soligent's failure to object to any additional or conflicting terms and conditions contained in Buyer's PO or other documents shall not be an acceptance of such additional or conflicting terms and conditions nor a waiver or modification of the Terms. Buyer's POs are binding upon Buyer and shall cease to be binding only if and when expressly rejected by Soligent. Only accepted orders shall be binding upon Soligent. The terms of Buyer's PO or other ordering document, except for the identity and quantity of the Product(s) ordered and the address for delivery, are expressly rejected, and Soligent's failure to object to such provisions shall not be construed as a waiver of these Terms nor an acceptance of any such additional or different terms.

2. Delivery. Unless otherwise authorized in writing by Soligent, all Products shipped within North America are F.O.B. (shipping point) freight collect as those terms are used in the Uniform Commercial Code (UCC)¹. If requested, Soligent will designate the carrier and arrange shipment. In the event that Soligent or its affiliates agree to act as the carrier to deliver the Products, then shipment will be F.O.B. (destination) freight collect. In each case, Soligent shall be deemed to have delivered the Products upon their arrival at the designated F.O.B. location. Buyer is responsible for all costs associated with the delivery of Products to Buyer's delivery site which will be included in Soligent's invoice(s) to Buyer. Buyer is also responsible for any actual increases in shipping costs that occur after the acceptance of a PO. Title and risk of loss transfers to Buyer at the designated F.O.B. location. Soligent may deliver Products in installments, each separately invoiced and paid for when due. Upon Buyer's receipt of a Product, Buyer shall inspect the Product and notify Soligent in writing of any claims for shortages, defects, or visible damage. If Buyer does not notify Soligent within seven (7) days of receipt, the Product is deemed to be conforming and accepted by Buyer. Soligent makes every reasonable effort to meet scheduled shipment and delivery date, but the Parties Shipment and/or delivery dates are merely estimates and failure of shipment and/or delivery by the estimated date will not constitute grounds for charge back, setoff, or other damages or claims of damages. Product furnished for use in the improvement of real property may be subject to the mechanics' lien laws of the jurisdiction in which the Product is used.

3. Pricing and Payment. Buyer shall purchase the Products at the price in effect at the time shipment is made. Prices are exclusive of all sales, use and excise taxes, and any other similar taxes, duties and charges of any kind imposed by any governmental authority on any amounts payable by Buyer. Buyer shall be responsible for all such charges, costs and taxes provided, that, Buyer shall not be responsible for any taxes imposed on, or with respect to, Soligent's income, revenues, gross receipts, personnel or real or personal property or other assets. **Soligent may apply a fee to cover all or part of our costs of accepting credit card payments, which fee will not exceed our cost of acceptance. For Oklahoma-based consumers, the fee will be 2%. We do not apply this fee to transactions made by Wire, ACH, E-check, or check.** If Soligent is required to pay any such tax, fee or charge, Buyer shall reimburse Soligent or provide Soligent an exemption certificate or other document acceptable to the authority imposing the tax, fee, or charge. Unless otherwise specified by Soligent, Buyer shall pay all amounts due in US Dollars, without offset or deduction, and shall remit payments

via ACH¹ or wire in accordance with the instructions set forth on Soligent's invoice. If Buyer fails to make any payment when due, Soligent may, without limiting its other available remedies: (i) assess interest at a rate equal to one and one-half percent (1.5%) of the overdue amount or the highest amount permitted under applicable law, whichever is less, compounded monthly, and/or (ii) suspend further deliveries of Products hereunder after seven (7) days' notice until such amounts are paid. In addition, returned, dishonored, or NSF checks will incur an additional \$30 charge. Buyer agrees to assume responsibility for, and unconditionally guarantees payment of all purchases made by Buyer, its agents, subsidiaries and/or affiliates. Buyer further agrees that each of its subsidiaries and affiliates are jointly and severally liable for purchases with Buyer, and Buyer is acting as an agent of such subsidiaries and affiliates in those instances to effectuate purchase. Buyer acknowledges at Soligent's discretion, Soligent may charge a Small Order fee. A Small Order is defined as an order of \$2,500.00 or less (inclusive of relevant taxes and other charges). The fee for Small Orders is up to \$100.00, which may or may not be applied at Soligent's discretion.

3-A. Deposit and Deferred Delivery Policy. For all POs confirmed by Soligent, the total PO amount must be paid in full prior to the first scheduled shipment date. For all POs with shipment dates scheduled beyond 30 days, Buyer will be required to pay to Soligent non-refundable deposits on the following schedule:

Days after PO Confirmation by Soligent	Required Non-Refundable Deposit
31 days	20% of the total PO Amount due.
61 days	An additional 20% of the PO amount due (40% in total at 61 days)
The earlier of 91 days or the scheduled shipment date	PO must be paid in full.

If Buyer fails to timely make any required deposits, Soligent may treat the PO as having been cancelled by Buyer, in which case all deposits will be forfeited and the allocation of Products to fill Buyer's order will be released. Buyer must take delivery of all Products ordered within 105 days of PO acknowledgement unless otherwise agreed by Soligent in writing. If Buyer does not accept delivery of ordered Products within that time, (unless otherwise agreed to by Soligent), Soligent may treat the PO as having been cancelled by Buyer, at which time the allocated Products will be released and Buyer shall forfeit all deposits made.

3-B. Credit Security; Further Assurances. All credit extended by Soligent to Buyer, and the limits of such credit, is at Soligent's sole discretion, and may be reduced or revoked by Soligent at any time, for any reason. Soligent may, in its sole discretion, require that Buyer provide further assurances of creditworthiness or require such additional payment security as Soligent determines in its discretion.

3-C. Accepted Methods of Payment. Seller accepts the following methods of payment:

- Wire transfer
- ACH/eCheck
- Credit Card
- Check

^{1 1} For international shipments, Products are shipped FCA Soligent's shipping point (Incoterms 2020).

Checks must be made payable to Soligent Distribution LLC and delivered to *Soligent Distribution, LLC, P.O. Box 673583, Dallas, TX 75267-3583*. Payments by check must be received by the due date to avoid processing delays. At no time should any said Soligent employee accept cash as a form of down payment.

4. Sales and Cancellation Policy. All sales are final. No returns or cancellations (full or partial) are accepted without prior Soligent's prior approval in writing. Special order (e.g., Products not typically in inventory), custom-built and non-stock items are non-cancelable and non-returnable. This includes all drop shipments made directly from manufacturers, which cannot be returned without Soligent's prior consent. All permitted cancellations after PO confirmation by Soligent will in accordance with Soligent's RMA policy ([available here](#)) and shall be subject to a cancellation fee equal to the amount of the deposits made as of the cancellation date unless Soligent agrees to a different cancellation fee in a signed writing. If a cancellation or return is permitted after Products have shipped, the cancellation fee will include all shipping, storage and transportation costs incurred, including any costs incurred by Soligent in rerouting and storing Products for return delivery. For returns permitted by Soligent, the Product must be unused and returned within 30 days from the date of delivery. All such returned Products must be accompanied by a copy of the invoice, the Return Merchandise Authorization (RMA), and payment of any assess restocking charges. Returned Product must not have been installed or connected to electrical power, must be in original packaging, and only full kits may be returned; no partial kits will be accepted. Buyer is responsible for proper packing to ensure safe return, Buyer is responsible for all freight charges associated with returning Products and Buyer assumes all risk in the return transport, including loss and/or damage. All returns are subject to Soligent's final count and inspection. All deposits are subject to total forfeiture for any reason at any time at the discretion of Soligent. Credit will not be issued for Products not returned as required in this section, or for damaged, used, or obsolete Product, items with missing parts, or if the Product is received in a condition that prevents it being resold as new. Shipping and handling charges are not credited.

5. Warranty. Soligent will use commercially reasonable efforts to pass through the original manufacturer's warranty for Products purchased to Buyer. Soligent makes no separate warranty with respect to Products sold hereunder. All claims under the Product manufacturer's warranty must be submitted directly to the Product manufacturer. **SOLIGENT DISCLAIMS ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR ANY PARTICULAR PURPOSE OR NON-INFRINGEMENT, OR THE ABSENCE OF LATENT OR OTHER DEFECTS, WHETHER OR NOT DISCOVERABLE.** Soligent's sole and exclusive liability and Buyer's sole and exclusive remedy with respect to nonconforming or defective Products is as set forth in the first sentence of this Section 6. Soligent may, in its sole discretion, assist in the preparation, filing and follow-up of rebate forms for various state, local utility or other governmental agencies. In providing such assistance, Soligent assumes no responsibility for the completeness or correctness of the rebate form or application or for the action of the public entity, and Soligent makes no representation or warranty and shall have no liability to Buyer or any third party for success or failure in obtaining a rebate, the accuracy of the estimated rebate amount or the amount of the rebate actually obtained.

6. Limitation of Liability. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT SHALL SOLIGENT'S, OR ANY AFFILIATE OF SOLIGENT, TOTAL LIABILITY FOR ANY AND ALL CLAIMS ARISING OUT OF OR RELATED TO THE PRODUCT OR OTHERWISE RELATING TO THE TERMS EXCEED THE PURCHASE PRICE OF THE PRODUCTS WHICH ARE THE SUBJECT OF THE CLAIM, WHETHER OR NOT SUCH PRODUCTS HAVE BEEN INSTALLED OR MADE PART OF AN IMPROVEMENT TO REAL OR PERSONAL PROPERTY. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT SHALL SOLIGENT OR ANY AFFILIATE OF SOLIGENT BE LIABLE UNDER ANY LEGAL THEORY OR FORM OF ACTION (INCLUDING BUT NOT LIMITED TO CONTRACT, NEGLIGENCE, STRICT LIABILITY IN TORT OR WARRANTY OF ANY KIND) FOR ANY INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL OR EXEMPLARY DAMAGES (INCLUDING BUT NOT LIMITED TO LOST PROFITS, LABOR, REMOVAL OR INSTALLATION COSTS, OR COST OF SUBSTITUTE GOODS) ARISING OUT OF OR RELATED TO THE PRODUCTS

OR THEIR DELIVERY, OR OTHERWISE RELATING TO THIS AGREEMENT, EVEN IF SOLIGENT HAD NOTICE OF THE POSSIBILITY OF SUCH DAMAGES. SOLIGENT OR ANY AFFILIATE OF SOLIGENT SHALL NOT BE LIABLE FOR ANY DAMAGES CAUSED BY LATE DELIVERY. SINCE SOME JURISDICTIONS LIMIT OR DO NOT ALLOW CERTAIN EXCLUSIONS OR LIMITATIONS OF WARRANTIES OR LIABILITY, SECTIONS 5 AND/OR 6 MAY NOT PARTIALLY OR ENTIRELY APPLY TO THE BUYER. THESE LIMITATIONS SHALL APPLY NOTWITHSTANDING ANY FAILURE OF ESSENTIAL PURPOSE OF ANY LIMITED REMEDY PROVIDED HEREIN.

7. Compliance with Laws. Buyer represents and warrants that Buyer will comply with all applicable laws, regulations, and ordinances. Buyer agrees to maintain in effect all the licenses, permissions, authorizations, consents and permits that it needs to carry out its obligations in accordance with the Terms. Buyer further represents and warrants Buyer will not, directly, or indirectly:

(1) sell, export, re-export, transfer, divert, or otherwise dispose of Products to any destination, entity, or person prohibited by the laws or regulations of the United States, or (2) use Products for any use prohibited by the laws or regulations of the United States and/or Buyer's local jurisdiction.

8. Termination. In addition to any remedies that may be provided under these Terms, Soligent may terminate a PO with immediate effect upon written notice to Buyer, if Buyer: (i) fails to pay any amount when due in accordance with the Terms; (ii) has not otherwise performed or complied with any of the Terms, in whole or in part; or (iii) becomes insolvent, files a petition for bankruptcy or commences or has commenced against it proceedings relating to bankruptcy, receivership, reorganization or assignment for the benefit of creditors.

9. Confidential Information. Soligent or any affiliate of Soligent may disclose or make available to Buyer certain non-public, confidential, or proprietary information ("**Confidential Information**"). Buyer represents and warrants that it will hold Confidential Information in strict confidence and will not disclose Confidential Information to any third-party. Buyer represents it will use Confidential Information for no purpose other than in furtherance of Buyer's business relationship with Soligent. Without limiting the foregoing, Buyer agrees materials, specifications, equipment, instruments, prototypes, software programs, hardware, samples, patterns, designs, plans, drawings, documents, data, business operations, customer lists, pricing, discounts or rebates, disclosed by Soligent to Buyer whether orally or in writing, electronic or other form or media, and whether or not marked, designated or otherwise identified as "confidential" is confidential, solely for the use of performing the Terms and may not be disclosed or copied unless authorized in advance by Soligent in writing. Buyer further represents it will not modify, reverse engineer, decompile, create other works from or disassemble any Confidential Information. Upon Soligent's request, Buyer agrees to promptly return all Confidential Information received from Soligent. Buyer agrees that Soligent shall be entitled to immediate ex-parte injunctive relief for any violation of this section. This section does not apply to Confidential Information that is: (i) in the public domain; (ii) known to Buyer at the time of disclosure; or (iii) rightfully obtained by Buyer on a non-confidential basis from a third party. For the avoidance of doubt, any special pricing for Products Soligent offers to Buyer constitutes Soligent's Confidential Information. Buyer agrees not to disclose Product prices to any third-party without Soligent's prior written consent.

10. Indemnity. Buyer shall indemnify and hold harmless Soligent and any affiliate of Soligent and its officers, directors, employees, and agents, from and against any and all claims, actions, causes of action, proceedings, suits, assessments, losses, damages, liabilities, judgments, fines, penalties, settlements, interest, cost, and expenses (including reasonable attorneys' fees) arising out of or in connection with an allegation based upon: (i) Buyer's use, sale, or distribution of the Product; (ii) Buyer's combination of the Product with other products or materials; and/or (iii) Buyer's breach of the section directly above regarding confidential information. Buyer shall defend Soligent and any affiliate of Soligent from such claims at Soligent's direction. Buyer shall notify Soligent promptly of any incident involving Products resulting in personal injury or damage to property, and Buyer shall fully cooperate with Soligent and any affiliate of Soligent in the investigation of such incident and provide Soligent with all related statements, reports, and tests available to Buyer.

11. Force Majeure. Soligent and any affiliate of Soligent shall not be liable or responsible to Buyer, nor be deemed to have

defaulted or breached the Terms, for any failure or delay in fulfilling or performing any term or condition of the Terms when and to the extent such failure or delay is caused by or results from acts or circumstances beyond the reasonable control of Soligent including, without limitation, acts of God, flood, fire, earthquake, explosion, governmental actions, war, invasion or hostilities (whether war is declared or not), terrorist threats or acts, riot, or other civil unrest, national emergency, revolution, insurrection, epidemic/pandemic, lockouts, strikes or other labor disputes (whether or not relating to either party's workforce), or restraints or delays affecting carriers or inability or delay in obtaining supplies of adequate or suitable materials, materials or telecommunication breakdown or power outage.

12. Soligent's Rights and Security Interests. As collateral security for credit extended to Buyer for the full and timely payment by Buyer to Soligent of all now existing and hereinafter arising amounts due to Soligent for the purchase of Products on credit, Buyer hereby grants to Soligent the following security interests:

12-A Purchase Money Security Interest. Buyer grants to Soligent a purchase money security interest ("PMSI") and lien on and to all the right, title, and interest of Buyer in, to and under the Products, goods, inventory, equipment, and fixtures sold to Buyer by Soligent, wherever located, and whether now existing or hereafter arising or acquired from time to time, and in all accessions thereto and replacements or modifications thereof, as well as all proceeds (including insurance proceeds) of the foregoing. Buyer further authorized Soligent to file and perfect all statutory lien rights and any rights under indemnity or performance bonds at any time regardless of whether payment is due to Soligent under these Terms. Buyer hereby agrees to execute and deliver to Soligent, immediately upon request at any time and from time to time, all agreements, instruments, documents, and other written matter that Soligent may request, in form and substance acceptable to and in the sole discretion of Soligent, to perfect and maintain perfected Soligent's first priority security interest and liens provided herein, and to otherwise consummate the transactions contemplated by this paragraph. Buyer does hereby irrevocably make, constitute, and appoint Soligent, and all persons designated by Soligent for that purpose, as Buyer's true and lawful attorney and agent-in fact, to sign Buyer's name on any documentation desired by Soligent, and to deliver such documents to such persons as Soligent may reasonably elect. Buyer further does hereby authorize Soligent to prepare and file any Uniform Commercial Code ("UCC") financing statements, amendments to UCC financing statements and any other filings or recordings in all jurisdictions Soligent deems appropriate without Buyer's signature and authorizes Soligent to describe the collateral in such financing statements in any manner Soligent deems appropriate. Moreover, if Buyer defaults in any payment for a Product, Buyer shall, to the extent permitted by law, make such Product available to Soligent for repossession immediately upon receipt of notice, at Buyer's cost and expense (including reimbursing Soligent for the cost of recovery as well as reasonable attorneys' fees and costs).

12-B Additional Security. Buyer further grants to Soligent a security interest and lien on and to all right, title and interest of Buyer in all of its assets and the assets of any wholly-owned subsidiary of Buyer (including, without limitation, all Products, goods, inventory, tools, equipment, fixtures, accounts, deposit accounts, contract rights, rights to payment, intangibles, intellectual properties, copyrights, and trademarks) wherever located, and whether now existing or later acquired from time to time, and in all accessions thereto and replacements or modifications thereof, as well as all products or proceeds (including insurance proceeds) of the foregoing. Buyer further does hereby authorize Soligent to file and perfect all statutory lien rights and any rights under indemnity or performance bonds at any time regardless of whether payment is due to Soligent under these Terms. Buyer hereby agrees to execute and deliver to Soligent, upon request at any time and from time to time, all agreements, instruments, documents, and other written matter that Soligent may request, in form and substance acceptable to and in the sole discretion of Soligent, to perfect and maintain perfected Soligent's security interest and liens provided herein, and to otherwise consummate the transactions contemplated by this paragraph. Buyer does hereby irrevocably make, constitute, and appoint Soligent, and all persons designated by Soligent for that purpose, as Buyer's true and lawful attorney and agent-in fact, to sign Buyer's name on any documentation desired by Soligent, and to deliver such documents to such persons as Soligent may reasonably elect. Buyer further does hereby authorize Soligent to prepare and file any Uniform Commercial Code ("UCC") financing statements, amendments to UCC financing statements and any other filings or recordings in all jurisdictions Soligent deems appropriate without Buyer's signature and authorizes Soligent to describe the collateral in such financing statements in any manner Soligent deems appropriate. Moreover, if Buyer defaults in any payment for a Product, Buyer shall, to the extent permitted by law, make such collateral available to Soligent for repossession immediately upon receipt of notice, at Buyer's cost and expense (including reimbursing Soligent for the cost of recovery as well as reasonable attorneys' fees and related costs).

As used in these Terms, “**Affiliate**” means with respect to any person or entity, any other person or entity that, directly or indirectly through one or more intermediaries, controls, or is controlled by, or is under common control with, such person or entity. The term “**control**” (including the terms “controlled by” and “under common control with”) means the possession, directly or indirectly, of the power to direct or cause the direction of the management and policies of such person or entity, whether through ownership of voting securities, by contract, or otherwise. In addition, Products furnished for use in the improvement of real property may be subject to the mechanics’ lien laws of the jurisdiction in which the Products is/are used.

13. Cooperation in Bond Arrangements. If Products are purchased in connection with projects supported by a payment or performance bond, Buyer shall provide all assistance requested by Soligent to perfect its right to make a claim against such bond(s) as necessary prior to the delivery of any Products on such bonded projects. Buyer's obligations to Soligent shall include, but are not limited to providing the name, address and contact information for the prime contractor and owner of the project procuring the bond, the identity of the bond company and any identification numbers associated with the applicable bond.

14. Governing Law and Forum Selection. The Terms shall be governed by the laws of the State of Texas or any court of competent jurisdiction at Soligent’s choosing, without giving effect to any principles of conflicts of laws. The United Nations Convention on Contracts for the International Sale of Goods shall not apply to the Terms. Any suits hereunder shall be brought and resolved exclusively in, and the Parties hereby consent to the exclusive jurisdiction and proper venue of, the state and federal courts located in Dallas County, Texas, or any court of Soligent’s choosing and waive any objections to that forum based on any ground including improper venue or *forum non-conveniens*. Notwithstanding the foregoing, Soligent and any affiliate of Soligent may seek resolution of disputes hereunder by arbitration heard in the proper venue of Soligent’s choosing under the rules of JAMS, and Soligent and any affiliate of Soligent may enforce judgments or seek injunctive relief for an infringement or threatened infringement of intellectual property rights in any court of competent jurisdiction.

15. Miscellaneous. These terms shall be binding on the Parties and their respective successors and assigns. If one or more provisions in the Terms are held to be invalid, illegal, or unenforceable by a court of competent jurisdiction, the offending provision will be deemed stricken and the remaining provisions of the Terms shall be unimpaired. Soligent's failure to exercise any rights shall not constitute a waiver of its rights to seek damages and shall not constitute a waiver of any subsequent failure, delay, or breach. The Parties are independent contractors in relation to one another. Neither Soligent nor Buyer shall be considered employees, agents, partners, franchisees, owners, joint venturers, or representatives of the other. Any notices or consents under the Terms to either Soligent or the Buyer must be in writing and personally delivered or sent by certified or registered mail, return receipt requested, or by nationally recognized overnight express courier, to the Parties' principal business address (or such other address Soligent or the Buyer may specify in writing) with a copy sent by email to the Party representative. Notices to Soligent shall be emailed to credit@soligent.net Copies of all legal notices directed to Soligent shall also be copied to compliance@soligent.net Such notices will be effective upon receipt, which may be shown by confirmation of delivery.

I HEREBY AGREE TO ALL THE TERMS AND CONDITIONS OF THIS AGREEMENT:

Company Name:

Printed Name:

Title:

Signature:

Date: