

EQUIPMENT DEPOT TERMS AND CONDITIONS OF EQUIPMENT SALE

These Equipment Depot Terms and Conditions of Equipment Sale (the "Sales Terms") govern the sale of Equipment (defined below) by Equipment Depot, Inc., together with its subsidiaries and affiliates (collectively, "EQD"), to the buyer identified in the applicable Quote ("Customer"). By executing or otherwise accepting the Quote, or purchasing Equipment or services thereunder, Customer agrees to be bound by these Sales Terms.

If Customer enrolls in Planned Maintenance ("PM") or Total Maintenance and Repair ("TM&R") services, the Equipment Depot, Inc. Maintenance Terms and Conditions ("Maintenance Terms") viewable at <https://eqdepot.com/maintenance-terms-and-conditions/> shall also apply. To the extent of any conflict between these Sales Terms and the Maintenance Terms, the Maintenance Terms control issues relating to Maintenance Services.

1. **DEFINITION.** "Affiliate" means, with respect to EQD or Customer, any entity that directly or indirectly controls, is controlled by or is under common control with such Party. "Agreement" means the Quote accepted by Customer, together with the Terms and any attachments thereto. "EQD" means Equipment Depot, Inc. or the Equipment Depot Affiliate identified in the Quote. "Equipment" means the equipment, machinery, or related items identified in the Quote. Collectively, "Parties" means Customer and EQD. "Quote" means EQD's offer or proposal made to Customer for the supply of Equipment. "Terms" means these Sales Terms, the Maintenance Terms, and any specific order terms contained in or attached to the Quote.
2. **SEVERAL LIABILITY OF EQD ENTITIES.** EQD or its Affiliates (each an "EQD Entity") shall be severally and not jointly liable for their own respective obligations under any Agreement to which they are a Party. No EQD Entity shall be responsible for the obligations of any other EQD Entity under a separate agreement. The specific EQD Entity that is Party to this Agreement is identified in the applicable Quote, and only the identified EQD Entity is liable for performance of the obligations thereunder.
3. **QUOTATION.** Each Quote issued by EQD constitutes a firm offer to sell the Equipment described therein to Customer, subject to these Terms. EQD's offer is expressly conditioned on Customer's acceptance of these Terms without modification. These Terms are hereby incorporated by reference into any Quote and shall govern the sale of Equipment regardless of whether they are referenced in any subsequent communication. EQD expressly rejects any additional or conflicting terms proposed by Customer, whether included in a purchase order, confirmation, portal submission, or any other document or communication. Any reference by EQD to a Customer-issued purchase order or similar document is for administrative convenience only and shall not be construed as assent to any terms therein. No amendment to these Terms shall be binding on EQD unless set forth in a separate written agreement signed by a duly authorized officer of EQD.
4. **ACCEPTANCE.** All of the following shall constitute Customer's acceptance of the Agreement: (1) Customer's execution of the Quote; (2) Customer's issuance of a purchase order for the Equipment, whether communicated to EQD verbally, in writing, by electronic data interface or other electronic commerce; (3) Customer's request for EQD to commence work via email or other writing; or (4) Customer's acceptance of the Equipment set forth in the Quote. Reference in EQD's order acknowledgement to Customer's purchase order or purchase order number shall in no way constitute an acceptance of Customer's terms or conditions of purchase.
5. **SHIPMENT.** Unless otherwise agreed to by the Parties in writing, all Equipment is for domestic shipment only, with delivery FCA EQD's warehouse or point of shipment specified in the Quote (the term FCA shall have the meaning set forth in Incoterms® 2020 (ICC No. 715) with its attendant rights and obligations). Shipping dates are approximate and based on prompt receipt of all necessary information. Title and risk of loss pass to Customer upon EQD's tender to the carrier at EQD's facility. Time is not of the essence, and EQD is not responsible for any costs or damages resulting from any shipping delays. Customer shall pay all transportation and delivery charges to the final destination.
6. **PRICES.** Prices in the Quote are based on current costs and valid for ten (10) days from issuance of the Quote (the "Offer Period"). If accepted within the Offer Period, the Quote becomes binding at the stated prices unless EQD provides written notice of price adjustments prior to shipment, due to significant cost changes from extended lead times or other circumstances beyond EQD's control. All prices are in U.S. Dollars and based on FCA EQD's facility terms. If not accepted within the Offer Period, EQD may revise prices at its discretion. EQD may adjust prices to reflect new or increased tariffs, duties, supplier surcharges, or manufacturer price increases arising after the Quote date and before shipment. EQD will notify Customer in writing. If Customer objects in writing within five (5) business days, the Parties will confer in good faith. Absent timely objection, the adjustment is deemed accepted.
7. **PAYMENT; CREDIT.** Payment for all purchases is due ten (10) days from the date of EQD's invoice, unless otherwise specified in the Quote. All payments must be made in full without set-off, deduction, or withholding of any kind. Failure to secure third-party financing shall not relieve Customer of its payment obligations under the Agreement. EQD's decision to extend, modify, or revoke credit is in its sole discretion and may be conditioned upon Customer's submission of financial statements prepared in accordance with generally accepted accounting principles. EQD may suspend performance, require advance payment, or terminate the Agreement if EQD determines that Customer's credit or financial condition is impaired or unsatisfactory. All past due amounts shall accrue interest at the lesser of (a) 1.5% per month, compounded monthly, or (b) the maximum rate permitted by applicable law. In the event of conflict between these Terms and any applicable credit or security agreement, the terms of such credit or security agreement shall control solely with respect to credit and enforcement rights.
8. **THIRD-PARTY FINANCING.** If Customer finances or leases any Equipment under this Agreement through a third party (e.g., a bank, finance company, or equipment lessor), Customer remains fully responsible to EQD for all obligations under these Terms. Customer acknowledges that (i) EQD is not a party to nor a guarantor of any financing arrangement between Customer and a third party, (ii) any failure of financing does not release Customer from liability, (iii) unless otherwise agreed in writing, EQD retains a security interest in the Equipment with priority over any third-party financing, and (iv) references in these Terms to Customer's title or ownership shall not diminish Customer's responsibilities if legal title is taken by a third-party financier. If Customer enters a financing arrangement with an option to purchase, Customer must notify EQD in writing of its intent to exercise such option.
9. **TAXES.** The amount of taxes stated on the Quote, if any, is approximate only. Customer is liable for the full amount of taxes applicable to or as a result of this transaction, exclusive of franchise taxes and taxes measured by the net income of EQD. Customer shall pay the amount of all such taxes as at any time requested by EQD as if originally added to the price. If EQD pays such taxes, Customer shall reimburse EQD therefor.
10. **SECURITY INTEREST.** To secure Customer's payment obligations to EQD, EQD hereby reserves, and Customer accepts and grants to EQD, a security interest in Equipment until the total selling price, including taxes, delivery and other charges, is paid in full by Customer. The foregoing includes any applicable purchase money security interest in the Equipment and all proceeds from the sale of the Equipment by Customer. Customer's acceptance of these Terms is deemed to be a Security Agreement under the Uniform Commercial Code. Customer authorizes EQD as its attorney to execute and file on Customer's behalf all documents EQD deems necessary to perfect EQD's security interest. Customer agrees to sign and deliver to EQD any additional security interest and UCC documents required by EQD and agrees to do such other acts and execute such other instruments as EQD may request to give EQD a valid security interest in the Equipment.
11. **DEPOSITS, DEFAULT AND REPOSSESSION.** All deposits are non-cancellable and non-refundable. In the event of default, repudiation, or termination by Customer, EQD shall retain all deposits as liquidated damages and may recover additional costs, including expenses incurred in connection with order fulfillment, cancellation, and rescheduling. If Equipment has been delivered, EQD may declare all amounts immediately due and repossess the Equipment without notice or demand. Repossession shall not limit EQD's right to pursue deficiency or damages. EQD's remedies are cumulative and in addition to all rights at law or in equity. Customer shall reimburse EQD for reasonable attorneys' fees, expert fees, court costs, and expenses incurred in enforcement or collection.
12. **WARRANTY; DISCLAIMER.** The Equipment is sold subject exclusively to the manufacturer's warranty in effect at the time of Customer's acceptance of the Agreement which EQD hereby passes through to Customer to the fullest extent permitted by law. The manufacturer's warranties applicable to the Equipment and any software or technology embedded therein are the sole and exclusive warranties and remedies available to Customer regarding the Equipment sold hereunder. EXCEPT FOR THE FOREGOING WARRANTIES, EQD MAKES NO OTHER REPRESENTATIONS OR WARRANTIES OF ANY KIND OR CHARACTER AS TO THE EQUIPMENT, AND HEREBY DISCLAIMS ALL REPRESENTATIONS, WARRANTIES, CONDITIONS OR REPRESENTATIONS, STATUTORY, EXPRESSED OR IMPLIED.

13. **DELAYS; FORCE MAJEURE.** EQD shall not be liable for any losses or damages due to delay in delivery or manufacture of the Equipment, resulting from any cause beyond EQD's reasonable control, whether or not foreseeable, including but not limited to natural disasters, labor disruptions, pandemics, cyberattacks, shortages, or government actions. Delivery dates shall be extended accordingly. Customer shall not be entitled to order cancellation.
14. **DELAYS REQUESTED BY CUSTOMER.** If Customer requests a delay in delivery, it must notify EQD in writing at least thirty (30) days in advance. If EQD agrees to such delay, the Equipment may be stored at Customer's risk and expense. Storage fees will be charged at 5% of the Equipment value per month or part thereof. Customer shall also bear the cost of insuring the Equipment during the storage period. If the requested delay extends more than fifteen (15) days, EQD may cancel the Agreement and invoice Customer for all costs incurred, including handling, storage, insurance, and restocking fees. Customer shall pay such amounts within thirty (30) days of invoice. EQD's storage and resale of the Equipment shall be deemed commercially reasonable efforts to mitigate damages.
15. **LIMITATION OF LIABILITY.** TO THE FULLEST EXTENT PERMITTED BY LAW, EQD'S TOTAL AGGREGATE LIABILITY ARISING OUT OF OR RELATED TO THIS AGREEMENT SHALL NOT EXCEED THE PURCHASE PRICE OF THE AFFECTED EQUIPMENT. EQD SHALL NOT BE LIABLE FOR ANY INDIRECT, INCIDENTAL, PUNITIVE, OR CONSEQUENTIAL DAMAGES, INCLUDING WITHOUT LIMITATION LOSS OF PROFITS, REVENUE, OR USE, WHETHER BASED IN CONTRACT, TORT, STRICT LIABILITY, BREACH OF WARRANTY, OR OTHERWISE, EVEN IF FORESEEABLE. These limitations apply regardless of the cause and survive any failure of the essential purpose of any remedy.
16. **CLAIMS; COMMENCEMENT OF ACTIONS.** Customer shall promptly inspect all Equipment upon receipt. No claims for shortages will be allowed unless reported to EQD within ten (10) days of delivery. Any claim or action against EQD based upon breach of contract or any other theory, including tort, negligence, or otherwise must be commenced within twelve (12) months from the date of the alleged breach or other alleged event, without regard to the date of discovery.
17. **CANCELLATION.** Customer may not cancel, reduce quantities, revise specifications, or delay delivery under any Agreement without EQD's prior written consent. If EQD consents, Customer shall pay all costs incurred to date, including but not limited to: restocking fees, freight, cancellation charges, demobilization costs, and other non-recoverable expenses. Customer shall also indemnify EQD for any losses resulting from such cancellation or modification. EQD may cancel any order at any time for convenience by providing thirty (30) days' written notice. EQD may also cancel or terminate the Agreement immediately upon notice if Customer: (a) breaches any provision of the Agreement; (b) becomes insolvent or makes an assignment for the benefit of creditors; (c) files for or is subject to bankruptcy or receivership; or (d) ceases to do business or liquidates substantially all assets. Cancellation shall be without prejudice to EQD's right to recover damages, costs, or other remedies available at law or in equity. No Equipment may be returned without EQD's prior written consent. All sales are final unless otherwise agreed in writing. Authorized returns are subject to restocking fees, round-trip freight charges, and reconditioning costs, as determined by EQD in its sole discretion.
18. **GOVERNING LAW; VENUE; AND WAIVER OF JURY TRIAL.** The rights and obligations of EQD and Customer shall be governed by the laws of the State of Texas, as applicable to contracts executed and wholly performed therein and without regard to conflicts of laws principles. Customer irrevocably agrees and consents to the exclusive jurisdiction and venue of the federal or state courts located in Harris County, Texas with respect to any dispute, controversy, or claim arising out of or relating to the sale, delivery, or use of the Equipment. TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, EACH PARTY IRREVOCABLY AND UNCONDITIONALLY WAIVES ANY RIGHT IT MAY HAVE TO A TRIAL BY JURY IN ANY LEGAL ACTION, PROCEEDING, CAUSE OF ACTION OR COUNTERCLAIM ARISING OUT OF OR RELATING TO THESE TERMS OF SALE OR THE TRANSACTIONS CONTEMPLATED HEREBY.
19. **ENTIRE AGREEMENT; ASSIGNMENT; BINDING EFFECT.** This Agreement, which includes the Quote, these Sales Terms, the Maintenance Terms (if applicable), and any related credit or security agreement executed by Customer, constitutes the entire agreement between the Parties with respect to the subject matter hereof and supersedes all prior and contemporaneous negotiations, discussions, agreements, and understandings, whether oral or written. No amendment, modification, or waiver of any provision of this Agreement shall be effective unless it is in a written instrument that (i) expressly references this Agreement and the provision to be modified or waived, and (ii) is executed by a duly authorized officer of EQD. No course of performance, course of dealing, usage of trade, or communication shall be deemed to modify or waive any term or condition of this Agreement. Any terms or conditions provided by Customer, whether in a purchase order, invoice, confirmation, online portal, or other document, shall be of no force or effect unless expressly agreed to in a written instrument signed by a duly authorized officer of EQD which states that such terms supersede these Sales Terms. Absent such written agreement, this Agreement shall control in all respects. Customer shall not assign or transfer any of its rights or obligations under this Agreement without the prior written consent of EQD. Any attempted assignment without such consent shall be null and void. This Agreement shall be binding upon and shall inure to the benefit of the Parties and their respective permitted successors and assigns. All provisions that by their nature are intended to survive termination shall remain in effect.
20. **CONFIDENTIAL INFORMATION.** Customer acknowledges and agrees that any technical, commercial, or other confidential information of EQD, including, without limitation, pricing, technical drawings or prints and/or part lists, which has been or will be disclosed, delivered or made available, whether directly or indirectly, to Customer ("**Confidential Information**"), has been and will be received in confidence and will remain the property of EQD. Customer further agrees that it will not use EQD's Confidential Information for any purpose other than for the benefit of EQD and shall return all such Confidential Information to EQD within thirty (30) days of cancellation or the order or termination of the agreement pursuant to which such Confidential Information was disclosed.
21. **USE OF EQUIPMENT; CUSTOMER INDEMNITY.** Customer shall comply with all instructions, guides and specifications provided by EQD with the Quote or the Equipment. **Unauthorized Uses.** If Customer uses or resells the Equipment in any way prohibited by EQD's instructions, guides or specifications, or Customer otherwise fails to comply with EQD's instructions, guides and specifications, Customer acknowledges that any such use, resale, or non-compliance is at Customer's sole risk. Further, Customer shall release, indemnify, defend, and hold EQD harmless from any losses, claims, liabilities, damages, lawsuits, judgments and costs (including attorney fees and defense costs), whether for personal injury, property damage, intellectual property infringement or any other claim, arising out of or in connection with: (a) improper selection, design, specification, application, or any misuse of Equipment; (b) any act or omission, negligent or otherwise, of Customer; (c) EQD's use of patterns, tools, equipment, plans, drawings, designs, specifications or other information or things furnished by Customer; (d) damage to the Equipment from an external cause, repair or attempted repair by anyone other than EQD, failure to follow instructions, guides and specifications provided by EQD, use with goods not provided by EQD, or opening, modifying, deconstructing, tampering with or repackaging the Equipment; or (e) Customer's failure to comply with these Terms, including any legal or administrative proceedings, collection efforts, or other actions arising from or relating to such failure to comply. EQD shall not indemnify Customer under any circumstance except as otherwise provided in these Terms. In support of its indemnity obligations contained in Section 17, Customer shall provide, for the benefit of EQD, coverage and amounts of liability insurance which in no event shall be less than \$1,000,000.00.
22. **NO 'WRAP' AGREEMENTS/NO AUTHORITY TO BIND.** To the extent that the Quote is delivered to Customer electronically, EQD's act of clicking any buttons or any similar action, such as clicking "I Agree" or "Confirm," to utilize Customer's software or webpage is NOT an agreement to Customer's Terms and Conditions. No employee, agent or representative of EQD has the authority to bind EQD by clicking any button or similar action on Customer's website or portal.
23. **TELEMATICS; DATA ACCESS AND DISCLAIMERS.** Certain Equipment may be sold with factory-installed or aftermarket telematics devices that collect and transmit operational data (the "**Telematics Data**"). Customer acknowledges and agrees that: (a) such devices may be subject to separate terms and conditions imposed by the OEM or telematics provider; (b) EQD is not responsible for the availability, performance, accuracy, or continuity of any Telematics Data or related software or systems; and (c) any use of Telematics Data is at Customer's sole risk. EQD disclaims all liability arising from Customer's reliance on or use of any Telematics Data, including but not limited to any alerts or reports generated from such data. EQD MAKES NO REPRESENTATIONS OR WARRANTIES REGARDING ANY TELEMATICS DEVICES, INCLUDING, BUT NOT LIMITED TO, THE SECURITY OR PRIVACY OF ANY TRANSMITTED DATA AND SHALL HAVE NO LIABILITY FOR ANY UNAUTHORIZED ACCESS TO OR USE OF TELEMATICS DATA