



### **Terms and Conditions of Sale**

**Applicability:** The following terms and conditions apply to the sale of goods by Infrastructure Defense Technologies, LLC (“IDT”, or “Seller”) to any customer (“Customer” herein shall mean a person or business that purchases a commodity or service).

**Governing Law:** This agreement shall be construed and enforced in accordance with the laws of the State of Illinois, irrespective of the location of the work performed by the Seller or the location of the site to which the goods are shipped. The parties agree that the exclusive jurisdiction and venue for any dispute arising out of this agreement shall be Winnebago County, Illinois.

**Payment:** Payment terms are 2%10, net thirty (30) days from invoice date, unless otherwise specified. The terms of this agreement supersede any and all terms and conditions stated in the buyer’s agreement.

**Taxes:** Any applicable taxes or other government charges imposed shall be added to the purchase price and paid by the Buyer, unless valid documentation allowing exemptions are on file with the Seller. Customer agrees that any liability for tax shall survive the sale, regardless of whether it is itemized on IDT’s invoice to the customer.

**Late Charges:** Past due amounts will be assessed a service charge of 1.5% per month (18% per annum) for each month or part of a month it remains unpaid.

**Credit:** Seller may withdraw or extend additional credit privileges at its sole discretion. Seller reserves the right to demand payment prior to production if Seller deems it necessary.

**Buyer’s Failure to Pay:** If Buyer fails to pay invoice(s) when due, Seller may, without prejudice to other remedies, defer future shipments until the default is satisfied. Seller may, at its discretion, cancel future shipments of any and all orders. In the event amounts due are turned over for collection, Buyer is responsible for all collection fees at cost and legal fees incurred by Seller or Seller’s agent in the collection of amounts due. Any notes or judgments shall draw interest at the maximum legal rate per annum.

**Shipping:** Unless instructed otherwise, Seller will arrange for transportation of goods FOB Belvidere, Illinois, with the freight bill sent directly to the Customer.

**Packaging:** Unless requested otherwise, goods will be packaged in ordinary packaging. If Buyer requires additional packaging, Buyer shall pay additional costs.

**Storage by Customer:** Materials supplied by Seller MUST BE STORED INDOORS, IN A COOL DRY SPACE WHILE IN THE PACKAGED STATE. Improperly stored materials are susceptible to white rust, a form of corrosion which occurs

when moisture exists between stacked galvanized steel sheets. SELLER SPECIFICALLY DISCLAIMS ANY LIABILITY FOR DAMAGE RESULTING FROM IMPROPERLY STORED MATERIALS.

**Delay and Non-Delivery:** Seller will not be responsible for any delay or failure to deliver materials resulting directly or indirectly from fire, other casualty, acts of God, embargo, transportation stoppage, labor unrest, inability to secure materials from suppliers, or any other situation beyond the Seller's control.

**Inspection:** Buyer shall inspect materials and deliver any notice of rejection, in detail, to Seller within fourteen (14) days after Buyer has taken possession of materials. Failure to inspect or give notice to Seller of rejected goods within said time shall constitute a waiver of the right to inspect and an irrevocable acceptance of the materials. Rejection by buyer does not constitute acceptance of claim by Seller.

**Non-Conforming Goods:** Seller shall have the right to replace or repair materials which do not meet specifications. A refund of the purchase price may be offered upon return of the materials, or an allowance may be granted for the degree of nonconformity. Any allowances must be mutually agreed to by Seller and Buyer. Seller shall not be liable under any circumstances for claim amounts exceeding the value of invoiced materials returned by the customer.

**Returns:** Seller reserves the right to reclaim non-conforming goods. Disposition and mode of transportation is at Seller's discretion. Seller will absorb freight charges for returns of non-conforming goods.

**Title:** Title to materials passes from Seller to Buyer when the materials leave Seller's premises or upon delivery at destination, depending upon the shipping terms specified on the Seller's sales order.

**Waiver:** Any claim by Buyer against Seller for lack of quality of product, improper workmanship or otherwise shall be deemed waived unless presented to Seller in writing within one (1) year of the date of sale of the product involved.

**Warranty:** Any warranties are extended to the first owner of the building for which the materials were purchased.

**Installation:** It is the responsibility of the customer or customer's representative to properly install IDT's products in accordance with the manufacturer's installation instructions and specifications. IDT is not liable for improperly installed products.

**Ground Preparation:** It is the responsibility of the customer or customer's representative to properly prepare the ground upon which IDT's products are installed.