SF Industries
1910 East Tom Green Street
STE 1A
Brenham TX 77833



979.421-9024
www.sfindustriesusa.com

TERMS & CONDITIONS

1. **Pricing**. Prices on the goods specified do not include any city, state, or federal excise taxes, including, without limitation, taxes on manufacture, sales, receipts, gross income, occupation, use, and similar taxes, fees, or other charges imposed by governmental entities. Buyer agrees to pay the prices quoted by the Seller. Taxes will be added to the invoice as a separate charge to be paid by buyer. If an exemption from a tax is claimed, supporting documents must be furnished by buyer at time of order. Any and all sales quotations provided by SF INDUSTRIES LLC to buyer shall automatically expire thirty (30) calendar days from the date issued and are subject to termination by SF INDUSTRIES LLC at any time.

2. **Online Terms of Payment**. All payments shall be due at time of order by valid credit card except for freight shipments requiring quote. Upon acceptance of freight quote by customer, Credit Card payment information will be obtained or confirmed and processed. When applicable, taxes will be added to the invoice as a separate charge to be paid by the buyer. If a tax exemption is claimed, supporting documents must be furnished by buyer at time of order. INTERNATIONAL ONLINE PURCHASES ARE NOT ALLOWED – PLEASE CONTACT sales@sfindustriesusa.com .

3. **Credit Terms of Payment USA & CANADA ONLY:** All payments shall be due thirty (30) days after the date of SF INDUSTRIES LLC's invoice. All payments made after thirty (30) days from the date of the invoice shall be subject to a service charge of one and one-half percent (1.5%) per month based on the outstanding balance. Cash discount of 2%/10 net 30 is offered to approved buyers (**not applicable on credit card purchases or shipping charges)**. For any special order that exceeds $30,000, buyer shall pay one-third of the total order price upon delivery of its purchase order, one-third of the total order price not less than three (3) days before SF INDUSTRIES LLC must ship the goods pursuant to the order, and the remaining one-third of the total order price within thirty (30) days of shipment, subject to approved credit. Buyer represents it is solvent at the time of order. SF INDUSTRIES LLC may determine that Buyers financial situation warrants full or partial payment prior to manufacture or shipment. SF INDUSTRIES LLC may apply payments to outstanding invoices unless Buyer provides specific payment direction.

4. **INTERNATIONAL Credit Terms of Payment:** Subject to Approved Credit Application, 50% of Purchase Order is due at time of order placement, balance is due at time of shipping. For any special order that exceeds $30,000 that requires SF INDUSTRIES LLC to produce a custom-made product Buyer represents it is solvent at the time of order. SF INDUSTRIES LLC may determine that Buyers financial situation warrants full or partial payment prior to manufacture or shipment. SF INDUSTRIES LLC may apply payments to outstanding invoices unless Buyer provides specific payment direction.

5. **Product Return:** DO NOT SHIP anything to SF Industries LLC without prior authorization; it will not be accepted, and you will be responsible for return shipping. Please contact customer service by email at sales@sfindustriesusa.com. SF Industries LLC is not responsible for any shipping charges incurred in returning the item(s) back to the company for repair or replacement nor is SF INDUSTRIES responsible for any item(s) returned without an official Return Authorization number (RA#). Please request an RA# by emailing sales@sfindustriesusa.com and include:

    - Company Name
    - Contact person
    - Direct email address or fax number
    - Original SF Industries Invoice Number
    - Item# (Item of return)
    - Quantity
    - Reason for Return

    SF Industries is not responsible for any item(s) returned without an official Return Authorization number (RA#).

Each item to be returned may require a separate RA#

SF Industries shall accept returns of normal stock goods for a period of thirty (30) days following shipment for exchange or refund of the purchase price provided the Goods must be in their original cartons, unopened and unused and a returns material authorization has been obtained. Stock returns that are used, opened, and/or not in their original packaging may be subject to a minimum 20% restocking fee or the return may be refused based on the condition of the returned material.

Non-stock returns will generally be disallowed except for situations where a returns material authorization or appropriate credit has been provided by the Seller. Applicable sales tax will be refunded where allowed by applicable law or statute. International Product returns are at the discretion of the seller and may incur additional costs as the seller deems necessary. International Refunds will not be issued prior to 60 days after Seller receives the returned goods and has inspected such goods to ensure they meet the fore mentioned terms.

6. **Cancellations:** Buyer may cancel order upon written notification; SF INDUSTRIES LLC will stop work and production on cancelled order and will identify current costs of cancelled order to buyer which buyer shall be obligated to pay SF INDUSTRIES LLC. Buyer may request documentation of existing material and labor costs associated with current cancelled order as validation of cancellation charges. Buyer must dispute costs in writing within 1 business day and confirm payment of such undisputed costs or request in writing a resumption of the cancelled order. If buyer neither disputes the costs nor requests resumption of the cancelled order, buyer must pay such costs to SF INDUSTRIES LLC within ten (10) days. Buyer may also request a change to an order in writing. SF INDUSTRIES LLC will advise buyer of any price and date of delivery changes for this order. Buyer must advise on acceptance of these charges (or remove the change order) within 1 business day in writing. If buyer does not acknowledge SF INDUSTRIES LLC's cancellation or change order charges in writing within one (1) business day, SF INDUSTRIES LLC may resume work on current order. Buyer will be responsible for terms and pricing of original order as if no cancellation or change request has been initiated. SF INDUSTRIES LLC shall have no responsibility or obligation to abide by any change order until and unless accepted in writing by buyer.

7. **Security Interest**. To secure the payment of SF INDUSTRIES LLC'S invoice, buyer grants to SF INDUSTRIES LLC a security interest in all goods sold to buyer under the order, including all proceeds there from. Buyer authorizes SF INDUSTRIES LLC to perfect its security interest through a filing of a financing statement pursuant to the Uniform Commercial Code and shall reimburse SF INDUSTRIES LLC for any fees incurred in filing the financing statement which may be added by SF INDUSTRIES LLC to the amount of SF INDUSTRIES LLC'S invoice to buyer.

8. **Delivery and Risk of Loss**. All shipments under the order are F.O.B./EXWORKS SF INDUSTRIES LLC'S warehouse, Brenham, TX and all risk of loss shall pass to buyer at that time regardless of the method of shipment that may be elected by buyer. Shipping will be added as a separate charge on the invoice.

9. **Delays**. SF INDUSTRIES LLC will not be liable for any delay in the performance of its obligations under the order, or for any damages suffered by buyer due to such delay, if the delay is, directly or indirectly, caused by a fire, flood, accident, civil unrest, act of God, war, governmental interference or embargo, labor strike, shortage of materials, or any other cause beyond SF INDUSTRIES LLC's control.

10. **Materials.** The order is conditional upon SF INDUSTRIES LLC'S ability to obtain the necessary raw materials at a reasonable price, and all shipments under the order are subject to SF INDUSTRIES LLC'S supply schedules and any government regulations, orders, directives, and restrictions that may be in effect.

11. **Nonconforming Goods**. Buyer shall inspect all goods upon tender and delivery by SF INDUSTRIES LLC, and should any of the goods be nonconforming goods, buyer must notify SF INDUSTRIES LLC, in writing, within ten (10) days of SF INDUSTRIES LLC'S tender and delivery of the goods describing the nature of any nonconformity. SF INDUSTRIES LLC shall have the right and option to repair or replace any nonconforming goods. The failure of buyer to notify SF INDUSTRIES LLC in writing that the goods are nonconforming within ten (10) days of SF INDUSTRIES LLC'S tender and delivery of the goods shall constitute acceptance of the goods and buyer shall be liable to SF INDUSTRIES LLC for the total order price.

12. **Interpretation Responsibility; Product Use and Safety:** SF INDUSTRIES LLC does not guarantee that the Goods it sells conform to any plans and specifications or intended use. When plans and specifications are involved, Buyer is solely responsible for verifying SF INDUSTRIES LLC's interpretations of such plans and specifications, and it is Buyer's sole responsibility to assure that SF INDUSTRIES LLC's Goods will be accepted on any specific job. BEFORE BUYER USES OR INSTALLS ELECTRICAL PRODUCTS, IT IS BUYER'S RESPONSIBILITY TO CONSULT THE NATIONAL ELECTRIC CODE AND ANY PERTINENT LOCAL, STATE OR NATIONAL CODES, RULES OR REGULATIONS FOR APPROVED INSTALLATION PROCEDURES AND PRECAUTIONS. NOTHING SF INDUSTRIES LLC SELLS IS FOR USE IN CONNECTION WITH "SAFETY-RELATED" APPLICATIONS OF A NUCLEAR FACILITY OR ANY HAZARDOUS ACTIVITY WHERE FAILURE OF A SINGLE COMPONENT COULD CAUSE SUBSTANTIAL HARM TO PERSONS OR PROPERTY.

13. **Limitations on Damages**. SF INDUSTRIES LLC SHALL NOT BE LIABLE TO BUYER FOR ANY LOST PROFITS OR OTHER ECONOMIC LOSS OF BUYER, OR ANY DIRECT, INDIRECT, SPECIAL OR CONSEQUENTIAL DAMAGES ARISING OUT IMPROPER INSTALLATION, OPERATION, AND ABUSE OF SF INDUSTRIES LLC PRODUCTS. THE ENTIRE LIABILITY OF SF INDUSTRIES LLC FOR INCIDENTAL DAMAGES RELATED TO WARRANTY FAILURES THAT ARE ATTRIBUTABLE SOLELY TO PRODUCT DEFICIENCIES WILL NOT EXCEED $1000.00 PER INSTANCE.

14. **Warranties**. Solar Light(s), Brackets (excluding nuts, bolts or washers), Container Adapter, FD Corner Fittings, and pole products are warranted by SF INDUSTRIES LLC to be free from defects in material and workmanship for Twelve (12) months from the date of shipment. THIS WARRANTY DOES NOT APPLY TO EQUIPMENT OR GOODS WHICH ARE MISUSED, OR ABUSED, OR DAMAGED FROM INSTALLATION, OR NOT USED IN ACCORDANCE WITH SF INDUSTRIES LLC'S INSTRUCTIONS. NORMAL WEAR Of EQUIPMENT OR GOODS IS NOT INCLUDED IN THIS WARRANTY. Equipment or goods not manufactured by SF Industries LLC but supplied through SF Industries shall carry the warranty of the original manufacturer. SF INDUSTRIES LLC'S SOLE LIABILITY UNDER THIS WARRANTY SHALL BE LIMITED TO EITHER REPLACING OR REPAIRING WITHOUT CHARGE, AT ITS FACTORY OR ELSEWHERE AT ITS DISCRETION, ANY EQUIPMENT OR GOODS NOT MEETING THIS WARRANTY, OR AT SF INDUSTRIES LLC'S OPTION, REFUNDING THE PURCHASE PRICE. SF INDUSTRIES LLC SHALL IN NO EVENT BE LIABLE FOR ANY OTHER DIRECT OR ANY SPECIAL INDIRECT OR CONSEQUENTIAL DAMAGES OF ANY KIND UNDER THIS CONTRACT OR OTHERWISE. SF INDUSTRIES LLC does not warranty and is not liable for any defects or substandard conditions of the raw material used in the steel production or the tube manufacturing process. SF INDUSTRIES LLC makes no warranty about the actual grade of steel or its material components other than the representations made to SF INDUSTRIES LLC from its suppliers. SF INDUSTRIES LLC will use its best efforts to ensure that all products are inspected for open and obvious defects including dents, severe pitting, malformations or alterations and will avoid use of such material.

15. **Warranty Disclaimers:**
This warranty is in lieu of all warranties expressed or implied and no representative or person is authorized to assume any other liability in connection with the sale of our products. There shall be no claims for defects or failure of performance or product failure under any theory of tort, contract or commercial law including, but not limited to negligence, gross negligence, strict liability, breach of warranty, and breach of contract.

16. **Special and/or Custom orders**. Products manufactured or assembled by SF INDUSTRIES LLC to meet buyer's particular specifications or requirements: the buyer shall indemnify and hold SF INDUSTRIES LLC harmless from any and all claims arising from the purchase, use, or sale of the special goods, and from any related costs, attorneys' fees, expenses, or liabilities incurred by SF INDUSTRIES LLC there from. Any SF INDUSTRIES LLC UL/CSA certifications do not apply to special/custom products made for any buyer.

17. **Exports**: If Goods are sold for export, SF INDUSTRIES LLC's standard terms & condition for INTERNATIONAL credit terms for payment apply. Acceptance of international orders is not valid unless confirmed in writing by SF INDUSTRIES LLC. Buyer, NOT SF INDUSTRIES LLC, is responsible for compliance with all United States export control rules and regulations. Buyer shall not name SF INDUSTRIES LLC as shipper or exporter of record in connection with the export of any Goods purchased from SF INDUSTRIES LLC.

18. **Anti-Money Laundering Restrictions**: SF INDUSTRIES LLC rejects questionable orders and payments: Except for pre-approved credit arrangements, SF INDUSTRIES LLC rejects third-party payments, cashiers' checks, money orders and bank drafts. SF INDUSTRIES LLC accepts only checks imprinted with Buyer's name; wire transfers originated in Buyer's account; letters of credit with Buyer as account party; and credit or debit cards in Buyer's name. All payments must be by single instrument in the amount of the invoice, less credits, from banks acceptable to SF INDUSTRIES LLC.

19. **Law and Procedure**. The order, this Agreement and the transaction described therein shall be subject to, construed under and enforced according to the laws of the State of Texas. ANY ACTION IN REGARD HERETO OR ARISING OUT OF THE TERMS AND CONDITIONS HEREOF SHALL BE INSTITUTED AND LITIGATED IN THE COURTS OF THE STATE OF TEXAS AND NO OTHER. IN ACCORDANCE HEREWITH, THE UNDERSIGNED HEREBY SUBMITS TO THE JURISDICTION AND VENUE OF THE COURTS WITHIN THE COUNTY OF HARRIS, STATE OF TEXAS. BUYER AND SF INDUSTRIES LLC HEREBY WAIVE THE RIGHT TO A JURY TRIAL IN ANY ACTION, PROCEEDING OR COUNTERCLAIM ARISING OUT OF THE ORDER, THIS AGREEMENT OR THE TRANSACTION DESCRIBED THEREIN.

20. **Remedies**. In the event that buyer is in default or otherwise breaches the order or this Agreement, SF INDUSTRIES LLC shall be entitled to pursue any and all remedies, legal or equable including an action to recover the total order price, as well as its costs of enforcing the order, including, without limitation, its attorneys' fees. In the event that SF INDUSTRIES LLC is in default or otherwise breaches the order, the liability of SF INDUSTRIES LLC to buyer for such breach or default shall be limited to the replacement value of the goods under the order which is the sole and exclusive remedy of buyer for any such breach or default.

21. **Entire Agreement**. This Agreement is intended by the parties as a final expression of the terms and conditions of the order. No representations, understandings, or agreements have been made or relied upon in the making of this Agreement other than those specifically set forth herein. This Agreement can only be modified in a writing signed by both parties. No previous course of dealing between the parties or trade usage may be used to interpret, limit, or otherwise impair the operation of this agreement.

22. **Waiver**. SF INDUSTRIES LLC shall not be deemed to have waived any rights under this Agreement or the order unless such waiver is given in writing and signed by SF INDUSTRIES LLC No delay or omission on the part of SF INDUSTRIES LLC in exercising any right shall operate as a waiver of such right or any other right. A waiver by SF Industries LLC of a provision of this Agreement or the order shall not prejudice or constitute a waiver of SF INDUSTRIES LLC'S right otherwise to demand strict compliance with that provision or any other provision of this Agreement or the order. Neither prior waiver by SF INDUSTRIES LLC nor any course of dealing between buyer and SF INDUSTRIES LLC shall constitute a waiver of any of SF INDUSTRIES LLC'S rights or of any of buyer's obligations as to any future transactions. Whenever the consent of SF INDUSTRIES LLC is required under this Agreement or the order, the granting of such consent by SF INDUSTRIES LLC in any instance shall not constitute continuing consent to subsequent instances where such consent is required and in all cases such consent may be granted or withheld in the sole discretion of buyer.

23. **Notices**. All notices required to be given under this Agreement shall be given in writing and shall be effective when a record has been delivered, deposited in the United States mail, first class, postage prepaid, addressed to the party to whom the notice is to be given at the address shown upon the order, received by telecopy or received through the Internet. Any party may change its address for notices under this Agreement by giving formal written notice to the other party, specifying that the purpose of the notice is to change the party's address.

24. **Interest and Fees**. In the event of any dispute arising out of the order, this Agreement or the transaction described therein, in addition to an award of damages, the SF INDUSTRIES LLC shall be entitled to recover: (1) pre-judgment interest on any amount awarded at a rate of 1 ½% per month, (2) all expenses of litigation, including without limitation all filing fees and court costs; and (3) all attorneys' fees incurred regardless of whether such fees or expenses are incurred before or after the initiation of litigation.

PRIVACY POLICY

General Policy

For the purposes of this Privacy Policy the terms “we”, “us” or “the Company” shall mean SF INDUSTRIES LLC, affiliates or business units which receive confidential information which may include but not limited to SF INDUSTRIES LLC, any of its subsidiaries, or divisions including but not limited to (i) SF INDUSTRIES LLC ii) sfindustriesusa.com, iii) Spartan Products LLC, which are collectively referred to as “we”, “us” or “the Company”. This policy describes the information that the Company may collect about visitors to our website, web application, or mobile application, if applicable (collectively the "Website") or about our customers, prospective customers and prospective employees, how we use that information and how we protect that information. It also discusses certain choices you have regarding your personally identifiable information. By using our Website or otherwise submitting information to Company (as defined below), you consent to the following terms, as they may be amended from time to time.

Information We Collect.

Online: You may visit our Website anonymously. We collect your Internet Protocol address, but this information generally does not reveal your identity. The data that we regularly collect about visitors to our Website (e.g., browser type, pages accessed, duration of visit, etc.) does not enable us to identify you. We use cookies, small files that are sent to your browser and stored on your hard drive, to identify you as a unique user on our Website. Our use of cookies is explained in more detail below. We collect personally identifiable information about you only if you voluntarily provide it to us by requesting information, products or services from us.

Offline: We collect information that you provide us to set up an account or otherwise form a customer relationship with Company or to consider you for a job with Company. Once an account is opened or customer relationship is formed, we may collect information about your purchasing and payment history.

Phone: We collect your phone number through caller id to help respond to your calls to the Company.

Information You Provide.

Online: When you visit our Website, you may provide personally identifiable information in order to purchase products or
take advantage of services or job opportunities offered through our Website. For example, you might provide your name, address, telephone and fax numbers, and email address. We collect and store that information. You may always choose not to provide the information we request. However, you may then be unable to take advantage of the features and services we offer on the Company Website.

Offline: When you sign up for an account or otherwise do business with the Company, you may provide personally identifiable information of yourself, if an individual or sole proprietor, or the company officers or contact persons, in addition to company information, if a company. We may use that information to obtain a credit, D&B or similar report or otherwise evaluate your eligibility for an account.

Information from Other Sources. From time to time we may purchase or otherwise acquire information about you from other sources and add it to our database, including without limitation updated delivery and address information.

How We Use Information. If you choose to provide us with personally identifiable information, we will use that information to respond to your inquiry or process your order or application. We may provide this information to third parties if we believe in our discretion, it would be helpful in responding to you, or if this information is necessary for the third party to do their job (see "Third Party Service Providers," below). If, in the future, we merge with or are acquired by another company, or change our structure, we may transfer your personally identifiable information to the surviving or acquiring entity. We will also disclose your personally identifiable information if we believe in good faith we are required to do so (a) by law or to comply with the law or legal process; (b) to protect and defend our rights or property

or the rights or property of our clients; or (c) in an emergency to protect the personal safety of our employees, clients, visitors or the public.

No Sale of Personally Identifiable Information. The Company will not sell your personally identifiable information to others except in connection with the sale of Company or the assets of Company.
Third Party Service Providers. The Company may from time to time engage others ("Third-Party Providers") to provide online and offline services to the Company, to you, to other clients or to visitors to our Website. For example, we may engage other companies to host, and maintain our Website, analyze data, provide marketing assistance, perform inventories or assessments, and provide credit information, background checks and other services. We will give them access to your personally identifiable information to the extent necessary to do their jobs. We cannot and do not guarantee that those companies will protect your personally identifiable information.

Links to Other Websites. When you visit our Website, you may be directed to websites of Third-Party Providers and to other websites that are beyond our control ("Third-Party Websites"). There may be links to Third-Party Websites from our Website that may take you outside our service. We believe that this is one of the strengths of our Website. For example, if you "click" on a product link or Third-Party Provider link, that "click" may take you from our Website to that Third- Party Website. If you choose to visit a Third-Party Website you should understand that the Third party's privacy policy, not this Privacy Policy, will govern your activities and any information you disclose while visiting that Third-Party Website. Third Party Websites may not have privacy policies or may have privacy policies that are not as protective of your personally identifiable information as the Company's Privacy Policy. Third Party Websites may collect data, solicit personally identifiable information, or send cookies to visitors.

We strongly recommend that you review and understand the privacy policies of the Third-Party Websites you visit, whether you visit Third Party Websites directly or through a link from a page on our Website.

Email. From time to time, we may send email messages to some or all of our registered users or customers. We may use a bulk email service to distribute that information. If you do not want to receive such emails, please indicate that preference by contacting us at sales@sfindustriesusa.com. We will endeavor to remove your email from the bulk database within 7 days of receiving your preference.

Online Live Chat/ Mobile Application. Our Website may offer you the opportunity to chat online with a support representative. In order to use this service, you will provide us with, at a minimum, your name and email address. The Company cannot guarantee the security or privacy of this information.

Cookies. Our Website may automatically send a "cookie" to your computer. A cookie identifies you as a unique user. It stores personal preferences and user data. Cookies do not identify you by name. Company uses cookies to store preferences and user data. You may have your browser disable cookies; however, some services provided by our Website may not function properly if you disable cookies.

Security. The Company uses encryption software in our Website to safeguard certain of your personally identifiable information while that information is transmitted over the Internet, including information you provide upon ordering or purchasing products from our Website. While using our Website, you are responsible for maintaining the confidentiality of your account and password, and for restricting access to your computer.
Policy Changes. Company reserves the right to change this Privacy Policy at any time. We will post any revisions to this Privacy Policy on our Website. Please review the Privacy Policy on our Website or e-mail us at corporate@sfindustriesusa.com Your use of our Website or any of our offline services will be subject to our Privacy Policy in effect at that time.

Policy Regarding Children. This Website is for people 18 years of age and older. If you are under 18 years of age, please do not submit any information to Company without the consent of a parent or guardian. Company does not intentionally collect any information about children

Disputes Regarding Use of Personally Identifiable Information. Any claim, dispute or controversy (whether in contract, tort or otherwise, whether statutory, common law or equitable and whether pre-existing, present or future) against the Company, its agents, employees, affiliates, successors and assigns, relating to this Privacy Policy will be resolved by binding arbitration administered by the American Arbitration Association under its Commercial Arbitration Rules. Any arbitration will be conducted before a single neutral arbitrator and will be limited solely to the dispute between you and the Company. The arbitration will be conducted in Houston, Texas, or by telephone or online, as determined by the arbitrator. Any award of the arbitrator will be final and binding on each of the parties and may be entered as a judgment in any court of competent jurisdiction. If any claim, dispute or controversy is not subject to binding arbitration, you agree that the exclusive jurisdiction for that claim, dispute or controversy will be the state and federal courts located in Houston, Texas, that you will not file any action or proceeding in any other jurisdiction; and that you waive any argument that Houston, Texas is an inconvenient forum.

Limitation of Liability. ILS PRODUCTS, LLC IS NOT LIABLE FOR ANY INDIRECT, INCIDENTAL, CONSEQUENTIAL, SPECIAL, PUNITIVE OR PHYSICAL/EMOTIONAL DISTRESS DAMAGES. IN NO EVENT WILL SF INDUSTRIES LLC LIABILITY FOR DIRECT DAMAGES EXCEED $50.

Miscellaneous. Our policy does not extend to anything that is beyond our reasonable control, including but not limited to potential insecurities inherent in the operation of the Internet. SF INDUSTRIES LLC uses reasonable precautions to keep your personally identifiable information secure, whether it was collected online or offline. However, SF INDUSTRIES LLC is not responsible for any breach of security or for the actions of any third parties. If you at any time have questions about this Privacy Policy, please send your question via email to corporate@sfindustriesusa.com.