Terms & Conditions of Sale

SF Industries LLC, (and RangeTech LLC) · 1910 East Tom Green Street, STE 1A, Brenham, Texas 77833 · 979-421-9024 · Effective: November 4, 2026

1. Acceptance; Governing Terms

These Terms & Conditions of Sale ("Terms") govern every quote, order acknowledgment, invoice and sale by SF Industries LLC ("SF Industries") to the buyer ("Buyer") and are incorporated into each by reference. SF Industries objects to and rejects any additional or different terms in Buyer's purchase order or other documents, which have no effect unless SF Industries accepts them in a writing signed by an officer. Buyer's acceptance of delivery or payment of any invoice confirms acceptance of these Terms. Orders involving Custom Goods or Customer Mounting are also subject to Section 16.

2. Pricing

Prices do not include city, state or federal taxes, including taxes on manufacture, sales, receipts, gross income, occupation or use, or similar fees or charges imposed by governmental entities. Buyer agrees to pay the prices quoted by SF Industries. Taxes will be added to the invoice as a separate charge paid by Buyer. If a tax exemption is claimed, Buyer must furnish supporting documents at the time of order. Quotations expire thirty (30) calendar days from the date issued and may be withdrawn by SF Industries at any time before acceptance.

3. Credit Card Payments

Orders paid by credit card are charged when SF Industries accepts the order, except freight shipments requiring a quote, which are charged once Buyer accepts the freight quote. Applicable taxes are added as a separate charge. SF Industries does not add a fee for paying by card; card processing fees on refunds are governed by Section 6.

4. Credit Terms of Payment (USA and Canada Only)

Subject to approved credit, payment is due thirty (30) days after the invoice date. Payments made after thirty (30) days are subject to a service charge of one and one-half percent (1.5%) per month on the outstanding balance. A cash discount of 2% 10, net 30 is offered to approved buyers; it does not apply to credit card purchases or shipping charges. For any special order exceeding $30,000, Buyer shall pay one-third of the total order price on delivery of its purchase order, one-third not less than three (3) days before SF Industries is to ship, and the remaining one-third within thirty (30) days of shipment, subject to approved credit. Buyer represents that it

is solvent at the time of order. SF Industries may require full or partial payment before manufacture or shipment if it determines Buyer's financial condition warrants it, and may apply payments to outstanding invoices unless Buyer gives specific payment direction.

5. International Credit Terms of Payment

Subject to an approved credit application, 50% of the purchase order is due at order placement and the balance is due at shipment. Buyer represents that it is solvent at the time of order. SF Industries may require full or partial payment before manufacture or shipment if it determines Buyer's financial condition warrants it, and may apply payments to outstanding invoices unless Buyer gives specific payment direction.

6. Product Returns

Do not ship anything to SF Industries without prior authorization. Unauthorized returns will be refused and Buyer will be responsible for return shipping. To request a Return Authorization number (RA#), email sales@sfindustriesusa.com with: company name; contact person; direct email or fax; original SF Industries invoice number; item number; quantity; and reason for return. Each item may require a separate RA#. SF Industries is not responsible for shipping charges to return items for repair or replacement, or for any item returned without an RA#.

SF Industries accepts returns of normal stock goods for exchange or refund within thirty (30) days after shipment, provided the goods are in their original cartons, unopened and unused, and an RA# has been issued. Stock returns that are used, opened or not in original packaging may be subject to a minimum 20% restocking fee or may be refused based on their condition. Non-stock and Custom Goods are not returnable unless SF Industries agrees in writing. Applicable sales tax will be refunded where allowed by law. International returns are at SF Industries' discretion and may incur additional costs; international refunds will not be issued until 60 days after SF Industries receives and inspects the returned goods.

Operational lights. Returns will not be accepted or approved for lights that are operational according to the manufacturer's specifications.

Non-refundable charges. Shipping and freight charges are non-refundable. If a refund is approved on an order paid by credit card, the card processing fee SF Industries paid on the original charge is non-refundable and will be deducted from the refund, except where applicable law requires a full refund.

7. Cancellations and Changes

Except for backordered items as provided in Section 9, Buyer may cancel an order by written notice. SF Industries will stop work and identify the costs incurred to date, which Buyer must pay; Buyer may request documentation of material and labor costs. Buyer must dispute costs in writing within three (3) business days, or confirm payment of undisputed costs or request in writing that the order resume. If Buyer does neither, Buyer must pay the costs within ten (10) days.

Buyer may request a change to an order in writing. SF Industries will advise Buyer of any resulting price and delivery changes, and Buyer must accept those changes or withdraw the change request in writing within three (3) business days. If Buyer does not respond in time, SF Industries may resume work on the original order, and Buyer remains bound by the original terms and pricing. SF Industries has no obligation to perform any change until Buyer accepts it in writing.

8. Security Interest

To secure payment, Buyer grants SF Industries a security interest in all goods sold under the order and their proceeds. Buyer authorizes SF Industries to perfect that interest by filing a financing statement under the Uniform Commercial Code and shall reimburse the filing fees, which SF Industries may add to Buyer's invoice.

9. Delivery, Shipping, Backorders and Risk of Loss

All shipments are F.O.B./Ex Works SF Industries' facility, Brenham, Texas. Title and risk of loss pass to Buyer on tender at that facility, regardless of the shipping method Buyer selects. Shipping and freight are prepaid by SF Industries and charged to Buyer (prepay and charge) as a separate line on the invoice, and are non-refundable.

Backorders and Partial Shipments. SF Industries may ship an order in partial shipments, and each shipment is invoiced separately and payable under these Terms. If an ordered item is unavailable, SF Industries will notify Buyer by email with the expected shipment date and will ship the item when available. Once Buyer has been notified, backordered items are non-cancellable and non-returnable.

Delayed Orders Placed by Mail, Phone, Fax or Electronic Means. To the extent the FTC's Mail, Internet, or Telephone Order Merchandise Rule (16 C.F.R. Part 435) applies to an order, including a purchase order sent by email or electronic data interchange, if SF Industries cannot ship within the time stated in its order acknowledgment, or within 30 days if no time was stated, it will notify Buyer by email of the revised shipment date. Buyer may then consent to the delay or cancel the unshipped portion for a prompt refund, and the non-cancellation term above does not limit that right.

10. Delays

SF Industries is not liable for any delay in performance, or for damages caused by delay, resulting directly or indirectly from fire, flood, accident, civil unrest, act of God, war, governmental action or embargo, labor dispute, shortage of materials or any other cause beyond its reasonable control.

11. Materials

Each order is conditional on SF Industries' ability to obtain the necessary raw materials at a reasonable price. Shipments are subject to SF Industries' supply schedules and any applicable government regulations, orders and restrictions.

12. Inspection and Nonconforming Goods

Buyer shall inspect all goods on delivery. Buyer must notify SF Industries in writing within ten (10) days after delivery of any nonconformity, describing its nature. SF Industries may, at its option, repair or replace nonconforming goods. Failure to give timely written notice constitutes acceptance of the goods, and Buyer shall pay the full order price.

13. Interpretation Responsibility; Product Use and Safety

SF Industries does not guarantee that its goods conform to any plans, specifications or intended use not expressly agreed in writing. Where plans and specifications are involved, Buyer is solely responsible for verifying SF Industries' interpretation of them and for ensuring the goods will be accepted on any specific job.

BEFORE USING OR INSTALLING ELECTRICAL PRODUCTS, BUYER IS RESPONSIBLE FOR CONSULTING THE NATIONAL ELECTRICAL CODE AND ALL APPLICABLE LOCAL, STATE AND NATIONAL CODES, RULES AND REGULATIONS FOR APPROVED INSTALLATION PROCEDURES AND PRECAUTIONS. NO SF INDUSTRIES PRODUCT IS FOR USE IN "SAFETY-RELATED" APPLICATIONS OF A NUCLEAR FACILITY OR IN ANY HAZARDOUS ACTIVITY WHERE FAILURE OF A SINGLE COMPONENT COULD CAUSE SUBSTANTIAL HARM TO PERSONS OR PROPERTY.

14. Limited Warranty

Solar lights, brackets (excluding nuts, bolts and washers), container adapters, FD corner fittings and pole products manufactured by SF Industries are warranted to be free from defects in material and workmanship for twelve (12) months from the date of shipment. **THIS WARRANTY DOES NOT APPLY TO GOODS THAT ARE MISUSED, ABUSED, DAMAGED IN INSTALLATION OR NOT USED IN ACCORDANCE WITH SF INDUSTRIES' INSTRUCTIONS, OR TO NORMAL WEAR.** Custom Goods and Customer Mounting are covered only as stated in Section 16. Goods not manufactured by SF Industries but supplied through it carry only the original manufacturer's warranty.

SF Industries does not warrant, and is not liable for, defects in raw material used in steel or tube production, and makes no warranty about the actual grade of steel or its components beyond the representations its suppliers make to it. SF Industries will use its best efforts to inspect products for open and obvious defects, including dents, severe pitting, malformations or alterations, and will avoid using such material.

SF INDUSTRIES' SOLE OBLIGATION UNDER THIS WARRANTY IS, AT ITS OPTION, TO REPAIR OR REPLACE WITHOUT CHARGE, AT ITS FACTORY OR ELSEWHERE, ANY GOODS NOT MEETING THIS WARRANTY, OR TO REFUND THE PURCHASE PRICE. THIS IS BUYER'S EXCLUSIVE REMEDY.

Warranty Claims. To make a warranty claim, Buyer must, within the warranty period, email sales@sfindustriesusa.com with: (1) the original SF Industries invoice number or proof-of-

purchase receipt; (2) a photo or video clearly showing the defect; and (3) a description of the problem and installation. SF Industries will review the claim and, if approved, issue an RA# before any item is returned. Claims without these items will not be processed.

Not Transferable; Distributors and Resellers. This warranty extends only to the original purchaser from SF Industries and is not transferable. A distributor or reseller is responsible for handling warranty claims from its own customers and for returning claimed items to SF Industries under this process; SF Industries has no obligation to accept claims or returns directly from a distributor's or reseller's customers.

15. Warranty Disclaimer

THE WARRANTY IN SECTION 14 IS EXCLUSIVE AND IN LIEU OF ALL OTHER WARRANTIES, EXPRESS OR IMPLIED. SF INDUSTRIES DISCLAIMS ALL IMPLIED WARRANTIES, INCLUDING THE IMPLIED WARRANTY OF MERCHANTABILITY AND THE IMPLIED WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE. NO EMPLOYEE, REPRESENTATIVE OR AGENT MAY MAKE OR EXTEND ANY OTHER WARRANTY.

16. Custom Goods and Customer-Supplied Mounting

"Custom Goods" are custom modified or designed SF Industries LLC products made to fit Buyer's specifications, dimensions, drawings or intended use. "Customer Mounting" is any pole, bracket, mast, frame, structure, surface, vehicle, container or other apparatus that Buyer supplies, selects or specifies for mounting or attaching SF Industries products.

Buyer's Responsibility. Buyer is the designer of Custom Goods and of any configuration using Customer Mounting, and is solely responsible for confirming that they are suitable and safe for the intended application, including all weight, wind, vibration, environmental and structural loads at the installation site under applicable codes, using a licensed engineer where required. Any load, fit, mounting or design information from SF Industries is for reference only and is not an engineering certification. Custom Goods are built to the information Buyer supplies or approves, and Buyer's approval of a drawing, sample, quote or order acknowledgment is acceptance of the design, fit and specifications. SF Industries is not responsible for errors in Buyer-supplied information. SF Industries' UL/CSA certifications do not apply to Custom Goods.

Warranty. For Custom Goods, the Section 14 warranty covers only defects in material and workmanship in parts SF Industries manufactures, as built to the approved drawing or specification. **SF INDUSTRIES DOES NOT WARRANT, AND IS NOT LIABLE FOR: CUSTOMER MOUNTING, ITS FOUNDATION OR INSTALLATION; THE DESIGN, FIT, COMPATIBILITY OR PERFORMANCE OF CUSTOM GOODS; OR ANY RESULTING DAMAGE TO SF INDUSTRIES PRODUCTS OR OTHER PROPERTY. AS TO THESE, SF INDUSTRIES DISCLAIMS ALL IMPLIED WARRANTIES, INCLUDING THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.**

INDEMNITY, INCLUDING FOR SF INDUSTRIES' OWN NEGLIGENCE AND STRICT LIABILITY: TO THE FULLEST EXTENT PERMITTED BY LAW, BUYER SHALL DEFEND, INDEMNIFY AND HOLD HARMLESS SF INDUSTRIES LLC AND ITS MEMBERS, MANAGERS, OFFICERS, EMPLOYEES, AGENTS, AFFILIATES AND INSURERS FROM ALL CLAIMS, LOSSES, COSTS AND ATTORNEYS' AND EXPERT FEES, INCLUDING THIRD-PARTY CLAIMS FOR BODILY INJURY, DEATH OR PROPERTY DAMAGE, ARISING FROM CUSTOMER MOUNTING, ITS FOUNDATION OR INSTALLATION; FROM THE DESIGN, SPECIFICATION, USE, INSTALLATION OR RESALE OF CUSTOM GOODS; OR FROM ANY CLAIM THAT BUYER-SUPPLIED DESIGNS INFRINGE ANOTHER'S INTELLECTUAL PROPERTY, EVEN IF CAUSED OR ALLEGED TO BE CAUSED IN WHOLE OR IN PART BY THE SOLE, JOINT, CONCURRENT OR COMPARATIVE NEGLIGENCE, STRICT LIABILITY, PRODUCTS LIABILITY OR OTHER FAULT OF SF INDUSTRIES LLC, EXCEPT TO THE EXTENT A COURT FINALLY DETERMINES THE LOSS WAS CAUSED BY ITS GROSS NEGLIGENCE OR WILLFUL MISCONDUCT.

If Chapter 151 of the Texas Insurance Code applies, this indemnity is enforced to the maximum extent that law allows, including fully as to bodily injury or death of Buyer's employees and subcontractors. Buyer will defend with counsel reasonably acceptable to SF Industries and may not settle a claim admitting SF Industries' fault without its written consent.

17. LIMITATION OF LIABILITY, INCLUDING FOR SF INDUSTRIES' OWN NEGLIGENCE

TO THE FULLEST EXTENT PERMITTED BY LAW, AND WHETHER A CLAIM IS BASED ON CONTRACT, WARRANTY, TORT (INCLUDING THE NEGLIGENCE OF SF INDUSTRIES LLC), STRICT LIABILITY, PRODUCTS LIABILITY OR ANY OTHER THEORY: (A) SF INDUSTRIES LLC SHALL NOT BE LIABLE FOR ANY INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL, EXEMPLARY OR PUNITIVE DAMAGES, INCLUDING LOST PROFITS, LOSS OF USE, DOWNTIME, OR REMOVAL AND REINSTALLATION COSTS; AND (B) SF INDUSTRIES LLC'S TOTAL CUMULATIVE LIABILITY SHALL NOT EXCEED THE PRICE BUYER ACTUALLY PAID FOR THE SPECIFIC GOODS GIVING RISE TO THE CLAIM.

These limits are an agreed allocation of risk reflected in the price and apply even if a limited remedy fails of its essential purpose. Buyer must give written notice of any claim within 30 days after discovering it, and any lawsuit must be filed within two years after the claim accrues.

18. Intellectual Property

SF Industries retains all rights in its designs, drawings, tooling, fixtures and manufacturing methods, including improvements developed while performing an order, unless otherwise agreed in writing.

19. Exports

Goods sold for export are subject to the International Credit Terms in Section 5. International orders are not accepted until SF Industries confirms them in writing. Buyer, not SF Industries, is responsible for compliance with all U.S. export control laws and regulations, and shall not name SF Industries as shipper or exporter of record.

20. Payment Restrictions (Anti-Money Laundering)

Except under pre-approved credit arrangements, SF Industries rejects third-party payments, cashier's checks, money orders and bank drafts. SF Industries accepts only checks imprinted with Buyer's name, wire transfers originating from Buyer's account, letters of credit with Buyer as account party, and credit or debit cards in Buyer's name. Each payment must be a single instrument for the invoice amount, less credits, from a bank acceptable to SF Industries.

21. Government Orders

For U.S. Government orders, these Terms apply except where superseded by mandatory FAR or DFARS clauses in the order.

22. Governing Law, Venue and Jury Waiver

These Terms and every order are governed by the laws of the State of Texas. The United Nations Convention on Contracts for the International Sale of Goods does not apply. Buyer's obligations, including payment, are performable at SF Industries' office in Washington County, Texas. Exclusive venue lies in the state courts of Washington County, Texas, or, where federal jurisdiction exists, the U.S. District Court for the Southern District of Texas, Houston Division.

EACH PARTY KNOWINGLY AND VOLUNTARILY WAIVES ITS RIGHT TO A TRIAL BY JURY IN ANY ACTION, PROCEEDING OR COUNTERCLAIM ARISING OUT OF OR RELATED TO THESE TERMS OR ANY ORDER.

23. Remedies

If Buyer defaults or breaches these Terms or any order, SF Industries may pursue all remedies available at law or in equity, including recovery of the total order price and its costs of enforcement, including attorneys' fees. Buyer's remedies are limited as stated in Sections 14 and 17.

24. Interest and Fees

In any dispute arising out of an order or these Terms, SF Industries is entitled to recover, in addition to damages: (1) pre-judgment interest at 1.5% per month; (2) all litigation expenses, including filing fees and court costs; and (3) all attorneys' fees, whether incurred before or after suit is filed. No interest or charge under these Terms shall exceed the maximum rate permitted by law; any excess shall be credited to principal or refunded.

25. Entire Agreement

These Terms, together with SF Industries' quote or order acknowledgment and any signed addendum, are the final and complete agreement for each order. No other representations, understandings or agreements have been made or relied on. These Terms may be modified only in a writing signed by both parties. No course of dealing or trade usage may be used to interpret, limit or impair them.

26. Waiver

SF Industries waives no right under these Terms or any order unless the waiver is in writing and signed by SF Industries. No delay or omission in exercising a right waives it or any other right, and a waiver on one occasion does not waive SF Industries' right to demand strict compliance on any other. Whenever SF Industries' consent is required, granting it once is not continuing consent, and consent may be granted or withheld in the sole discretion of SF Industries.

27. Severability

If any provision of these Terms is held invalid or unenforceable, it shall be enforced to the maximum extent permitted, and the remaining provisions remain in full force.

28. Notices

Notices under these Terms must be in writing and are effective when delivered, deposited in the U.S. mail first class postage prepaid, or received by email, addressed to the party at the address shown on the order. Either party may change its notice address by written notice stating that purpose.

Privacy: see the SF Industries Privacy Policy.