

THRADD, LLC
Standard Sales Terms and Conditions
(For Quotes, Order Acknowledgments, and Invoices)
Effective: January 5, 2026
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INTRODUCTION

These Standard Sales Terms and Conditions ("Terms") govern all quotations, order acknowledgments, invoices, and sales of goods ("Goods") by THRADD, LLC, including its subsidiaries and affiliates ("Seller"), to the purchaser ("Buyer"). Seller and Buyer may be referred to individually as a "Party" and collectively as the "Parties".

SELLER'S ACCEPTANCE IS EXPRESSLY CONDITIONED ON BUYER'S ASSENT TO THESE TERMS.

1. APPLICABILITY; ENTIRE AGREEMENT; BATTLE OF FORMS (UCC §2-207)

1.1 Exclusive terms. These Terms, together with Seller's quotation, order acknowledgment, and/or invoice (collectively, the "Contract"), are the exclusive terms governing the transaction.

1.2 Buyer terms rejected. Any terms proposed by Buyer (including in any purchase order, vendor portal, invoice-processing rule, or other document) that are different from or in addition to these Terms are materially altered and expressly rejected. No such terms become part of the Contract unless Seller agrees in a separate written document signed by Seller.

1.3 No acceptance by performance. Seller's shipment, delivery, invoicing, acceptance of payment, or other performance does not constitute acceptance of Buyer's terms.

2. QUOTES; ORDER ACCEPTANCE; CHANGES

2.1 Quotes. Quotations are non-binding unless stated otherwise and expire thirty (30) days from issuance unless earlier revoked.

2.2 Acceptance. A Contract is formed only upon Seller's written acceptance, shipment, or invoice issuance, at Seller's option.

2.3 Order changes. Buyer may not change any order without Seller's prior written approval. Approved changes may result in price and schedule adjustments.

3. DELIVERY; SHIPPING; RISK OF LOSS; DELIVERY DATES

3.1 Shipping terms. Unless Seller states otherwise in writing, Goods are sold F.O.B. Seller's shipping point. Title and risk of loss pass to Buyer when Seller tenders the Goods to the carrier.

3.2 Carrier and insurance. Seller may select the carrier. Seller has no obligation to procure shipping insurance beyond the carrier's standard coverage unless Buyer requests and pays for it in advance.

3.3 Delivery dates. Delivery dates are estimates only and not guaranteed. Seller is not liable for delays.

4. BUYER DELAY; STORAGE; TIME IS OF THE ESSENCE; LIQUIDATED DAMAGES

4.1 Time is of the essence. Time is of the essence for Buyer's duties (including providing specifications, approvals, payment, and acceptance).

4.2 Delay or failure to accept. If Buyer delays shipment, delivery, or acceptance, or fails to provide required instructions or information: (a) Seller may invoice immediately and Buyer shall pay the full price when invoiced; (b) the Goods will be deemed delivered; and (c) Buyer shall pay all storage, handling, re-delivery, and related costs. 4.3 Liquidated damages. In addition to the amounts above, Buyer shall pay liquidated damages equal to 1.5% per month of the affected order value (prorated daily) for Seller's administrative, financing, and opportunity costs caused by Buyer's delay or hold. The Parties agree this is a reasonable estimate of damages and not a penalty.

5. INSPECTION; ACCEPTANCE; CLAIMS; RETURNS

5.1 Inspection window. Buyer must inspect all Goods within twenty-four (24) hours of delivery.

5.2 Acceptance. Buyer is deemed to have accepted the Goods unless Seller receives written notice of nonconformity within the 24-hour inspection window.

5.3 Claims. Any claim for shortage, wrong item, or damage must be made in writing within 48 hours of delivery and must include supporting documentation (e.g., photos, packing list, carrier notes). Seller must be given a reasonable opportunity to investigate.

5.4 No returns without authorization. No returns are permitted without Seller's written return authorization (RMA). Authorized returns are subject to: (a) a minimum 25% restocking fee (or more if Seller's costs are higher); (b) all inbound and outbound freight and handling charges; and (c) return in unused, resalable condition.

5.5 Special or non-cancelable items. Custom, special-order, or non-stock items are non-returnable and may be non-cancelable.

6. PRICES; PAYMENT; CREDIT; COLLECTIONS

6.1 Payment terms. Unless stated otherwise, invoices are Net 30 from invoice date. Seller may require prepayment, COD, or other terms at any time in Seller's discretion.

6.2 Late charges. Past due amounts accrue interest at 5% per month or the maximum lawful rate, whichever is less.

6.3 No setoff. Buyer may not withhold, set off, or deduct any amount for any reason.

6.4 Collections. Buyer shall pay all costs of collection, including attorneys' fees, court costs, and collection agency fees.

7. TAXES Buyer shall pay all sales, use, excise, VAT, duties, and other governmental charges related to the sale, excluding taxes on Seller's net income.

8. SECURITY INTEREST Until paid in full, Seller retains a purchase money security interest in the Goods and proceeds. Buyer authorizes Seller to file financing statements and agrees to execute additional documents reasonably requested to perfect Seller's interest.

9. LIMITED WARRANTY; PASS-THROUGH; DISCLAIMER

9.1 No manufacture. Buyer acknowledges Seller is a reseller/distributor and does not manufacture the Goods.

9.2 Limited warranty. Seller's sole warranty, if any, is limited to any manufacturer warranty that Seller is permitted to pass through. Seller makes no independent warranty unless expressly stated in writing.

9.3 **DISCLAIMER.** EXCEPT AS EXPRESSLY STATED, SELLER DISCLAIMS ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND NON-INFRINGEMENT.

10. LIMITATION OF LIABILITY; EXCLUSION OF DAMAGES

10.1 Cap. Seller's total liability for any claim arising out of the Contract shall not exceed the amount paid for the specific Goods giving rise to the claim.

10.2 No consequential damages. IN NO EVENT SHALL SELLER BE LIABLE FOR CONSEQUENTIAL, INCIDENTAL, SPECIAL, EXEMPLARY, OR PUNITIVE DAMAGES, INCLUDING LOST PROFITS, LOST REVENUE, OR BUSINESS INTERRUPTION, WHETHER IN CONTRACT, TORT, OR OTHERWISE.

10.3 No liability for advice. Seller has no liability for technical advice or assistance unless separately agreed in a signed writing and separately compensated.

11. INDEMNITY Buyer shall defend, indemnify, and hold harmless Seller and its owners, officers, employees, and agents from claims, damages, liabilities, and expenses (including attorneys' fees) arising from Buyer's use, installation, specification, resale, or modification of the Goods, except to the extent caused by Seller's willful misconduct.

12. CANCELLATION

12.1 No unilateral cancellation. Buyer may not cancel without Seller's written consent.

12.2 Cancellation charges. If Seller permits cancellation, Buyer shall pay (as liquidated damages and not a penalty): (a) 30% of the order value if cancelled before shipment or procurement completion; and (b) 100% of the order value once Goods are shipped, procured, or otherwise committed by Seller.

12.3 Seller cancellation. Seller may cancel or suspend performance without liability if Buyer fails to pay, becomes insolvent, or Seller has a good-faith doubt as to Buyer's ability to pay.

13. STATUTE OF LIMITATIONS Any action by Buyer arising from the Contract must be brought within six (6) months after the cause of action accrues.

14. FORCE MAJEURE Seller is not liable for delay or failure due to causes beyond Seller's control, including supplier delays, carrier delays, labor disruptions, acts of God, pandemics, governmental actions, shortages, or transportation interruptions. Seller may allocate available supply among customers.

15. CONFIDENTIALITY Non-public Seller information (including pricing, sources, and documentation) is confidential and may not be disclosed or used except to perform the Contract.

16. GOVERNING LAW; VENUE; ATTORNEYS' FEES These Terms are governed by Florida law (excluding conflict-of-law rules). Buyer consents to exclusive venue and jurisdiction in state or federal courts located in Lake County, Florida, at Seller's election. The prevailing party is entitled to reasonable attorneys' fees and costs.

17. SEVERABILITY; WAIVER; SURVIVAL If any provision is unenforceable, the remainder remains effective. No waiver is effective unless in a signed writing by Seller. Provisions that by their nature should survive (including payment, warranty disclaimers, liability limits, indemnity, limitations period, and venue) survive.

