Terms and Conditions of Sale

Inc. v2026.1

1. Definitions and Interpretations

- **Seller:** Euramco Group and its affiliated brands.
- **Buyer:** The entity purchasing goods or services from the Seller.
- **Goods:** The products and services provided by the Seller.
- **Order:** A purchase order submitted by the Buyer.

2. Reseller Application and Approval

- All new accounts must complete a reseller application. Approval from the relevant territory manager is required before the first order can be processed.

3. Distribution Agreement (DA)

- Resellers must have an active, executed Distribution Agreement (DA) to qualify for any discount greater than 10% off the Manufacturer's Suggested Retail Price (MSRP) on their orders.

4. Pricing and Payment Terms

- **Pricing:** All prices are in USD unless otherwise specified. Prices are subject to change without notice prior to acceptance of an order.
- **Payment Terms:** All purchase orders from new customers without a proven track record of on-time payments shall be prepayment terms. Full payment must be received before the order is invoiced.
- **Late Payment:** A charge of 10% per annum, prorated monthly, will be applied to overdue invoices. A 2-day grace period will be observed if payment is received (not postmarked) within 2 days of the payment due date. After the grace period, the penalty will be applied to the account, calculated from the original due date, and will continue to be applied monthly until the payment is made in full.

5. Order Acceptance and Confirmation

- Orders are not binding until confirmed in writing by the Seller. The Seller reserves the right to refuse any order.

6. Delivery Terms

- **Delivery Method:** Goods will be delivered EXW (Ex Works) from the Seller's facility unless otherwise agreed upon in writing.
- **Delivery Time:** Delivery dates are estimates only. The Seller will make reasonable efforts to meet delivery timelines but shall not be liable for delays.

7. Title and Risk of Loss

- Title and risk of loss pass to the Buyer upon delivery of the Goods to the carrier at the Seller's facility.

8. Inspection and Acceptance

- The Buyer must inspect the Goods upon delivery and notify the Seller of any defects or non-conformance within 5 business days. Failure to notify constitutes acceptance of the Goods.

9. Warranty

- The Seller warrants that the Goods will be free from defects in material and workmanship for a period specified in the product warranty documentation. This warranty does not cover normal wear and tear, misuse, or improper installation.

10. Returns and Cancellations

- **Returns:** Returns are subject to the Seller's return policy. Goods may only be returned with prior written authorization from the Seller. A restocking fee may apply.
- **Cancellations:** Orders may be canceled prior to shipment. Cancellation fees may apply depending on the status of the order.

11. Late Pickup Charge

- For all orders exceeding $10,000 in value, a late pickup charge of 0.5% of the order value will be applied for every day beyond 5 working days after the invoice date if the package is not picked up.

12. Liability and Indemnification

- The Seller's liability for any claim, whether in contract, tort, or otherwise, shall not exceed the purchase price paid by the Buyer for the Goods. The Buyer agrees to indemnify and hold the Seller harmless from any claims arising out of the Buyer's use or resale of the Goods.

13. Force Majeure

- The Seller shall not be liable for delays or failure to perform due to circumstances beyond its reasonable control, including but not limited to natural disasters, acts of war, strikes, pandemics, or governmental actions.

14. Intellectual Property

- All intellectual property rights related to the Goods remain the property of the Seller. The Buyer is granted no rights to use the Seller's intellectual property except as necessary to use the Goods as intended.

15. Compliance with Laws

- The Buyer agrees to comply with all applicable laws and regulations in relation to the purchase, use, and resale of the Goods.

16. Country of Destination

- The country of destination must be communicated with the original Request for Quotation (RFQ) from the customer to ensure compliance with any existing distribution agreements that may be in place.

17. Export Compliance and Sanctions

- Due to government-enforced export restrictions, including potential sanctions and technology-related restrictions on certain countries, regions, entities, and individuals, the destination address and customer name must be communicated to Euramco Group before the order can be processed.
- The Buyer is responsible for ensuring that the destination address and customer name do not appear on any restricted or prohibited lists maintained by relevant government authorities, including but not limited to:
    - The U.S. Department of the Treasury's Office of Foreign Assets Control (OFAC) sanctions lists.
    - The U.S. Department of Commerce's Bureau of Industry and Security (BIS) Entity List and other technology control lists.
    - The European Union's restrictive measures (sanctions) lists.
- In addition to sanctions, certain products, components, and technologies may be subject to export controls due to their strategic importance, dual-use capabilities, or other regulatory considerations. The Buyer must ensure that the end-use and end-user comply with these controls, particularly when dealing with countries or entities subject to technology-related export restrictions.
- Euramco Group reserves the right to conduct its own due diligence on the destination address, customer name, end-use, and end-user to ensure compliance with all applicable export control laws, technology restrictions, and sanctions.
- If it is determined that the sale or shipment of Goods to the provided destination address or customer violates any applicable sanctions, export controls, or technology-related restrictions, Euramco Group may cancel the order and will not be liable for any costs or damages resulting from such cancellation.
- The Buyer agrees to indemnify and hold Euramco Group harmless from any claims, damages, or penalties arising from the Buyer's failure to comply with applicable export control laws, technology restrictions, and sanctions regulations.

18. Hazardous Area Certifications and Use

1. **Certification Awareness:**
    - Certain products sold by the Seller are certified for use in hazardous areas under various standards, including but not limited to ATEX, IECEx, InMetro, and others. These certifications are specific to the design and manufacture of the specific product item number and may vary significantly in scope.
2. **Customer Responsibility:**
    - It is the responsibility of the Buyer to fully understand the environment in which the equipment is intended to be used and to carefully identify the hazardous area markings on each individual product or component. This includes but is not limited to understanding protection concepts, equipment categories, protection levels, zones of use, atmosphere/gas group, and temperature classifications.
3. **Proper Use:**
    - The Buyer must ensure that the equipment is used strictly within its certified scope of use. Using equipment outside of its certified scope or in environments for which it was not intended constitutes misuse.
4. **Service Restrictions:**
    - Under ATEX and IECEx directives, repairs to certified equipment must not be conducted by unqualified (uncertified) repair technicians. Specifically, IEC 60079-19 (Chapter 4) and IEC 60079-17 (Chapter 4) outline the requirements for the repair and overhaul of equipment used in explosive atmospheres, which state that repairs must be performed by certified technicians and that all repairs must be documented according to the relevant standards. Failure to follow these guidelines may void the equipment's certification and result in significant safety risks.
5. **Liability:**
    - The Seller shall not be liable for any risks, damages, or liabilities arising from the misuse of equipment outside of its certified scope of use or from improper repairs conducted by uncertified technicians. Such misuse or improper service is the sole responsibility of the Buyer. The limitations and restrictions outlined within the markings on the product shall govern its use.
6. **Indemnification:**
    - The Buyer agrees to indemnify and hold the Seller harmless from any claims, damages, or liabilities resulting from the improper or unauthorized use or repair of certified equipment.

19. Lithium-Ion Battery Considerations

1. **Special Considerations:**
    - The Buyer must understand and acknowledge the special considerations associated with the purchase, transport, storage, and use of lithium-ion batteries. Due to the sensitive nature of lithium-ion batteries, compliance with all relevant regulations and best practices is essential to ensure safety and performance.
2. **Transportation Requirements:**
    - When transported, lithium-ion batteries should be discharged to 30% State of Charge (SoC) in accordance with the International Air Transport Association (IATA) Dangerous Goods Regulations. Batteries must be appropriately marked and labeled according to the UN Manual of Tests and Criteria, Part III, Section 38.3, and must be transported in compliance with UN 3480 regulations.
    - Transport arrangements for lithium-ion batteries shall only be made by shippers

certified under IATA's Dangerous Goods Regulations, ensuring that all handling and documentation comply with the latest safety standards.

3. **Storage and Inventory Management:**
    - The Buyer is responsible for tracking all lithium-ion batteries by serial number within their inventory management system. A First-In, First-Out (FIFO) method should be used to minimize the time batteries spend in inventory.
    - If lithium-ion batteries are held in inventory for more than 90 days, a battery management program must be implemented. This program should include regular charging and discharging cycles to maintain battery health.
    - No lithium-ion battery should be stored in inventory at a State of Charge greater than 30% to prevent excessive dendrite growth, which could compromise battery safety and performance.
4. **Liability:**
    - The Seller shall not be liable for any risks, damages, or liabilities arising from the improper transport, storage, or use of lithium-ion batteries that do not comply with the regulations and best practices outlined above. The Buyer assumes full responsibility for ensuring that all lithium-ion batteries are handled according to these requirements.
5. **Indemnification:**
    - The Buyer agrees to indemnify and hold the Seller harmless from any claims, damages, or liabilities resulting from non-compliance with the specified transport, storage, and use practices for lithium-ion batteries.

20. Confidentiality

- Both parties agree to keep any confidential information exchanged during the transaction confidential and to not disclose it to third parties without written consent.

21. Termination

- Either party may terminate the agreement if the other party materially breaches the terms and fails to remedy the breach within 30 days of receiving notice. Termination does not affect the rights or obligations that have accrued prior to termination.

22. Governing Law and Jurisdiction

- These terms and conditions shall be governed by and construed in accordance with the laws of the State of California, USA. Any disputes arising from this agreement shall be subject to the exclusive jurisdiction of the courts of California.

23. Dispute Resolution

- Any disputes that cannot be resolved amicably shall be referred to mediation in accordance with the rules of the American Arbitration Association. If mediation fails, the dispute may be resolved by binding arbitration or litigation as determined by the Seller.

24. Amendments

- These terms and conditions may only be amended or modified in writing and must be signed by authorized representatives of both parties.

25. Severability

- If any provision of these terms and conditions is found to be invalid or unenforceable, the remaining provisions will remain in full force and effect.

26. Assignment

- The Buyer may not assign its rights or obligations under this agreement without the prior written consent of the Seller.

27. Entire Agreement

- These terms and conditions constitute the entire agreement between the parties and supersede any prior agreements, understandings, or communications.

28. Notices

- All notices required or permitted under these terms and conditions shall be in writing and delivered to the addresses specified in the order confirmation or as otherwise communicated in writing.

29. Special Conditions

- Any additional or special conditions specific to certain products or services shall be outlined in the relevant quotation or order confirmation and shall take precedence over these general terms and conditions.

30. Acceptance of Terms

- These Terms and Conditions of Sale are binding upon inclusion with any order confirmation issued by Euramco Group. By placing an order, the Buyer agrees to these terms, which will govern the transaction unless otherwise agreed in writing. These terms are also available for reference on our website.