

## Terms & Conditions:

The following terms and conditions become a part of the proposal, quote, or any similar document attached (collectively referred to as the "Quote"). "Company" refers to Concentric, LLC and "Buyer" refers to the customer indicated on the attached Quote.

### 1. PRICES

The quoted price ("Quote Price") is in U.S. Dollars, is offered for acceptance within thirty (30) days from the date of the Quote, and is subject to the following conditions:

- a. The Quote Price may be increased without notice by Company in amount equal to any tax Company may be required to collect or pay on the sale;
- b. The Quote Price may be increased as a result of Buyer requested changes in the goods or services or changes in the production schedule; and
- c. Volatility in material supply and costs may cause Company to change the Quote without notice to Buyer, even after acceptance of this Quote by Buyer.

### 2. SHIPMENT

Shipment is F.O.B. shipping point. Buyer shall bear all costs of freight and insurance in connection with delivery. Upon request of Buyer, Company may prepay freight and insurance charges on behalf of Buyer and bill such charges to Buyer. Buyer acknowledges that such bill may include a reasonable markup for Company's administrative expenses. In either event, risk of loss or damage in transit passes to Buyer upon delivery to carrier.

### 3. DELIVERY

- a. The Company will endeavor to secure shipment of orders as scheduled. However, all shipment dates are approximate only, and the Company reserves the right to readjust shipment schedules.
- b. Under no circumstances will the Company be responsible or incur any liability for costs or damages of any nature (whether general, consequential as a penalty or liquidated damages, or otherwise) arising out of or owing to (1) delays in delivery or (2) failure to make delivery at agreed or specified times due to circumstances beyond its reasonable control.
- c. If delivery is refused or shipment is suspended by Buyer, Buyer shall pay (1) Company's invoice for goods or services as per payout terms, (2) Company's handling and storage charges, and (3) demurrage charges.

### 4. CANCELLATION

Buyer cannot cancel orders placed with the Company except with the Company's express written consent, and upon terms and payment to the Company indemnifying the Company against loss, including but not limited to expenses incurred and commitments made by the Company. Company may charge Buyer a Cancellation fee of up to 100% of the Quote Price plus any related expenses, including, but not limited to, shipping and

freight costs which will be a minimum of 25% of the total Quote Price. Company may cancel this Quote, without penalty, at any time, without notice to Buyer.

### 5. CONCEALED OR UNKNOWN

In the event concealed or unknown conditions are encountered by Company, the Quote Price shall be equitably adjusted by a change order upon claim by the Company.

### 6. PERFORMANCE REQUIREMENTS

The goods and services furnished under this Quote will be as stated, and Buyer has selected same based on the specification (type, amount, source of end products, and intended use of Buyer) of the material to be handled or processed by Buyer and the Local, State and Federal Regulations in existence on the date of the Quote.

Changes in the goods and services may result from matters determined by surveys, studies, approvals, and permits or from changes in the material specification by Buyer or from changes in the Local, State, and Federal Regulations. In this event, the Quote Price shall be equitably adjusted by change order upon claim by the Company.

### 7. BUYER OBLIGATION FOR PROVIDING A SAFE WORKSPACE

To the extent that Company is providing services in an area where Buyer exhibits control, Buyer shall ensure that Company has an adequate and safe space to perform such services.

### 8. SERVICE WARRANTY

EXCEPT AS EXPRESSLY SET FORTH IN THIS QUOTE, ALL SERVICES ARE PERFORMED ON AN "AS-IS" BASIS AND COMPANY MAKES NO REPRESENTATIONS OR WARRANTIES AS TO THE SERVICES PROVIDED.

### 9. GOODS WARRANTY

EXCEPT AS EXPRESSLY SET FORTH IN THIS QUOTE, THE GOODS TO BE PURCHASED UNDER THIS AGREEMENT ARE FURNISHED AS IS, WHERE IS, WITH ALL FAULTS AND WITHOUT WARRANTY OF ANY KIND, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR ANY PARTICULAR PURPOSE. THE CUSTOMER SHALL RECEIVE ONLY REPRESENTATIONS AND WARRANTIES OF THE MANUFACTURER, IF AVAILABLE, WITH RESPECT TO ANY NEW GOODS INSTALLED BY COMPANY.

### 10. LIMITATION OF LIABILITY

NOTWITHSTANDING ANY PROVISION HEREIN OR IN ANY WORK ORDER TO THE CONTRARY, IN NO EVENT SHALL COMPANY BE LIABLE FOR INCIDENTAL, CONSEQUENTIAL (INCLUDING LOST PROFITS), SPECIAL, PUNITIVE OR EXEMPLARY DAMAGES IN CONNECTION WITH THE SERVICES OR GOODS PROVIDED HEREUNDER, EVEN IF NOTICE WAS GIVEN OF THE POSSIBILITY OF SUCH DAMAGES AND EVEN

IF SUCH DAMAGES WERE REASONABLY FORESEEABLE. IN NO EVENT SHALL COMPANY'S LIABILITY EXCEED THE AMOUNTS ACTUALLY PAID BY BUYER TO COMPANY UNDER THIS QUOTE.

11. CONSENT TO MOBILE MESSAGING

Company utilizes an automatic mobile messaging program to keep Buyer up to date with their order and/or service requests. By executing the Quote, Buyer is consenting to receive occasional mobile text messages to the phone number provided in the Quote regarding, but not limited to, the status of Buyer's order, product changes, delays, service reminders, follow-ups, tracking notifications, marketing and other services. Buyer is responsible for informing Company of any change in the designated telephone number. Opting into these automated messages is not a condition of purchase. Buyer acknowledges that it may revoke Buyer's consent and opt out of receiving text messages from Company at any time, either by replying "STOP" to the incoming text message or by contacting the salesperson listed on the quote and request not to receive text messages. Message and data rates may apply.

12. PROPRIETARY INFORMATION AND CONFIDENTIALITY

Any specifications, drawings, plans, notes, instructions, engineering notices, or technical data of Company furnished to Buyer shall be deemed to be incorporated herein by reference the same as if fully set forth. Company shall at all times retain title to all such documents, and Buyer shall not disclose such to any third party without Company's prior written consent. Upon Company's request, Buyer shall promptly return to Company all such documents and copies thereof.

13. FORCE MAJEURE

Company shall not be responsible for any delay or failure to make or deliver goods or perform services due to any cause or circumstance beyond its reasonable control ("Force Majeure"), including, without limitation, the following: (i) fire, storm, flood, strike, lockout, accident, act of war or terrorism, riot, civil commotion, embargo, pandemic (ii) any regulation, law, order or restriction of any governmental department, commission, board, bureau, agency, court, or other similar government instrumentality ("Governmental Authority"), or (iii) the inability of Company to obtain any required raw material, product, energy source, equipment, labor, or transportation from Company's usual sources of supply, at prices and on terms Company deems economical and commercially reasonable or (iv) any other cause outside Company's reasonable control or causes which make Company's performance commercially unfeasible. Neither party is subject to any liability to the other for failing to perform during the period in which such Force Majeure exists. Without limiting the generality of the foregoing, under no circumstances shall Company be obligated to purchase goods or services from a third party

for delivery to Buyer in the event of a Force Majeure. Quantities so affected by Force Majeure may, at the option of either party, be eliminated from the Quote or any accompanying purchase order without liability. A party's obligation to render timely payment shall not be excused by this provision.

14. PAYMENT

Payment shall be made by Buyer within ten (10) days of shipment by Company or within thirty (30) days of Buyer's receipt of an invoice from Company, whichever occurs first. Late payments will be subject to interest charges at the rate of 2% per month, or the highest amount allowable under applicable law if less than 2%.

15. ACCEPTANCE AND GOVERNING PROVISIONS

This writing constitutes an offer by the Company to sell products and/or services described herein and expires at Company's option or thirty (30) days from this date, whichever occurs first. This offer is, however, entirely contingent upon acceptance by Company's supplier of a corresponding purchase order from Company. Acceptance of this offer is limited to the terms and conditions hereof, and any such other matter in Buyer's forms or correspondence, including, but not limited to, Buyer's purchase orders, shall not become part hereof, are expressly rejected by Company, and same shall not be binding upon Company. When accepted by Buyer, this writing shall constitute the entire agreement between Company and Buyer on the subject hereof, except as amended by a writing signed by Company. This offer and any agreement arising out of it shall be governed by and construed in accordance with the internal laws of the State of Texas and the venue for any disputes shall be the federal or state courts in Dallas, TX. EACH PARTY ACKNOWLEDGES AND AGREES THAT ANY CONTROVERSY THAT MAY ARISE UNDER THIS AGREEMENT IS LIKELY TO INVOLVE COMPLICATED AND DIFFICULT ISSUES AND, THEREFORE, EACH PARTY HEREBY IRREVOCABLY AND UNCONDITIONALLY WAIVES ANY RIGHT SUCH PARTY MAY HAVE TO A TRIAL BY JURY IN RESPECT OF ANY PROCEEDING DIRECTLY OR INDIRECTLY ARISING OUT OF OR RELATING TO THIS AGREEMENT OR THE TRANSACTIONS CONTEMPLATED BY THIS AGREEMENT.