

pewag Inc.

Terms and Conditions of Sale

Effective Date: April 1, 2026

These Terms and Conditions of Sale govern all quotations, sales, orders, and deliveries of products by pewag Inc. ("Seller") to any customer ("Buyer"). By placing an order, Buyer agrees to be bound by these Terms and Conditions.

1. Offer and Acceptance

1.1 All orders are subject to acceptance by Seller. No order is binding unless confirmed in writing by Seller through order acknowledgment, invoice, or shipment.

1.2 Seller objects to and rejects any additional, different, or conflicting terms in Buyer purchase orders or other documents. These Terms and Conditions apply exclusively unless otherwise agreed in writing by an authorized representative of Seller.

1.3 Digital purchase orders, email confirmations, and electronic communications are considered valid and binding.

2. Pricing and Payment

2.1 Prices are those stated by Seller at the time of order acceptance and may change without prior notice until the order is accepted.

2.2 All prices exclude freight, duties, taxes, tariffs, and any government charges unless explicitly stated otherwise in writing.

2.3 Minimum order value is 25 dollars.

2.4 Payment terms are net 30 days from invoice date unless otherwise agreed in writing. Seller may require prepayment for accounts without established credit or for special order items.

2.5 Past due amounts accrue interest at the maximum rate permitted by law.

2.6 Seller may make partial shipments. Each shipment may be invoiced separately and must be paid as invoiced.

2.7 Payments made by credit card will incur a fee of 2 percent of the total invoiced amount.

3. Freight, Shipment, and Delivery

3.1 **Freight Policy** Shipments within the Continental USA or Provincial Canada are prepaid when the total order exceeds 1500 pounds or 5000 dollars. Carrier selection is at the discretion of Seller. Orders below these thresholds are shipped prepaid and added to the invoice.

3.2 **Modulift, Conveyor Chain and Tire Protection Chain Products** Modulift, Conveyor Chain, and Tire Protection Chain products are excluded from the free freight policy due to specialized handling requirements.

3.3 **Duties and Taxes** Customer is responsible for all duties, taxes, tariffs, and import-related charges, including for all shipments to Canada.

3.4 **Delivery** Delivery occurs when products are provided to the carrier. Risk of loss transfers to Buyer upon delivery to the carrier, regardless of freight terms.

3.5 **Delays** Seller shall not be liable for any delay in performance or failure to perform any obligation from any cause beyond Seller's reasonable control, whether or not foreseeable, including but not limited to: acts of God, fire, natural disasters, pandemic, public health emergency, war, terrorism, civil unrest, supply chain disruptions, governmental action, labor issues, power or internet outages, and transportation delays.

3.6 **Inspection on Receipt** Buyer is responsible for inspecting products upon receipt and reporting visible damage or shortages within 5 business days.

4. Order Changes, Cancellations, and Returns

4.1 Buyer may not cancel or modify an order without Seller written consent. Seller may apply cancellation or change fees as needed to cover costs incurred. Seller reserve the right to discontinue products at any time without prior notice.

4.2 **Return Goods Authorization** Returns are accepted only with a return merchandise authorization (RMA) issued by Seller. Unauthorized returns will be refused.

4.3 **Eligibility** Returned items must be unused, in new condition, and in original packaging. Returns must be received within 120 days of the shipment date.

4.4 **Restocking Fee** All approved returns are subject to a 25 percent restocking and handling charge. Credit will be issued only after inspection confirms items are in acceptable condition.

4.5 **Shipping Requirements** Buyer must prepay freight for all return shipments. Collect shipments will be refused.

5. Product Information, Specifications, and Changes

5.1 Seller may modify product specifications, design, materials, or construction without prior notice, provided that functionality and performance remain substantially equivalent.

5.2 Catalogs, brochures, websites, drawings, and samples are for identification only and are not warranties.

6. Warranty

6.1 Seller warrants that products will be free from defects in material and workmanship for a period of 12 months from shipment.

6.2 Seller sole obligation and Buyer's sole and exclusive remedy for breach of warranty is, at Seller's option, to repair or replace defective products or to issue a credit equivalent to the purchase price of the defective item.

6.3 This warranty does not apply to products that:

- i. experience normal wear
- ii. are used beyond rated capacity
- iii. are damaged through improper handling, installation, maintenance, misuse, or alteration
- iv. have a shorter normal service life than the warranty period
- v. and/or (v) are used contrary to product instructions or industry guidelines.

6.4 Buyer must notify Seller of any warranty claim in writing upon discovering the defect and must suspend use of the product until further direction is provided.

6.5 This warranty is the exclusive warranty. All implied warranties, including merchantability and fitness for a particular purpose and non-infringement, are disclaimed to the maximum extent permitted by law.

7. Claims and Inspection

7.1 Buyer must inspect all products immediately upon delivery. Claims for shortages, nonconformance, or visible defects must be submitted in writing within 5 business days.

7.2 Seller must be allowed reasonable access to inspect any product subject to a claim.

7.3 Failure to notify Seller within the required time constitutes acceptance of the products.

8. Limitation of Liability

8.1 Seller's total aggregate liability arising out of or relating to this agreement shall not exceed total amount actually paid by Buyer to Seller under this agreement.

8.2 In no event shall Seller be liable for any indirect, incidental, special, exemplary, punitive, or consequential damages, including lost profits, loss of business, downtime, loss of goodwill, business interruption, or replacement equipment costs, arising out of or relating to this agreement, whether based in contract, tort (including negligence), strict liability or otherwise, even if advised of the possibility of such damages.

8.3 Buyer exclusive remedy is repair, replacement, or credit, at Seller discretion.

9. Compliance and Use

9.1 Buyer is responsible for using products as intended, following all safety instructions, and ensuring compliance with applicable regulations including OSHA and lifting industry standards.

9.2 Products are not designed for life safety or critical applications unless expressly stated in writing.

9.3 Buyer agrees to comply with all applicable export control laws and not to export products in violation of U.S. regulations.

10. Security Interest

Seller retains a security interest in all products until full payment is received. Buyer agrees to execute any documents necessary to perfect this interest.

11. Miscellaneous

The failure of Seller to enforce any time and for any period of time, the provisions of these Terms and conditions, shall not be construed as a waiver of such provisions, nor shall it affect the right of Seller to enforce a provision at any later time. Any dispute arising out of or related to these Terms and Conditions shall be brought exclusively in the state or federal courts located in the State of Illinois.

The parties consent to the personal jurisdiction and venue of such court. These Terms and Conditions are governed by the laws of the State of Illinois without regard to conflict of law principles.

Seller shall have the right to assign any order made pursuant to these Terms and Conditions to an affiliate or a third party in connection with an asset sale, stock sale, merger, or other similar transaction. If any provision of these Terms & Conditions is held to be invalid, illegal, or unenforceable by a court of competent jurisdiction, such provision shall be severed and the remaining provisions shall remain in full force and effect. These Terms and Conditions, together with a written order, constitute the entire agreement between the parties and supersede all prior or contemporaneous agreements, negotiations, proposals, and communications between Seller and Buyer, written or oral. No modification of these Terms and Conditions shall be of any force or effect unless in writing and signed by Buyer and Seller.