

## SHERMAN+REILLY TERMS AND CONDITIONS OF PURCHASE

This Purchase Order ("PO") outlines the terms and conditions under which Sherman+Reilly ("Buyer") agrees to purchase goods and/or services from the Seller. By accepting this PO, the Seller agrees to abide by the following terms:

**1. General Terms**

This PO constitutes the entire agreement between the Buyer and Seller, superseding all prior agreements unless a separate written contract exists. Any modifications to this PO are only valid if agreed to in writing by both parties.

**2. Pricing & Payment Terms**

The prices specified in this PO are firm and not subject to change. Payment is due within the agreed to terms listed on PO from the date the Buyer receives the invoice, unless otherwise agreed in writing. Any applicable taxes, surcharges, tariffs, and fees will be separately listed on the invoice.

**3. Delivery & Lead Time**

Delivery must be made according to the schedule specified in the PO and acknowledged by the Seller. The Seller is responsible for timely shipment and must notify the Buyer of any expected delays. The Buyer reserves the right to reject deliveries made after the agreed delivery date. Unless otherwise specified, shipping terms will be detailed on the PO.

**4. Quality & Inspection**

All goods and services must meet agreed specifications and industry standards. The Buyer reserves the right to inspect the goods upon delivery and reject any items that do not conform to these standards. Rejected goods will be returned at the Seller's expense, and the Seller must provide a replacement or full refund.

**5. Warranty & Liability**

The Seller warrants that all goods are free from defects and fit for their intended use for a period of 2 years from the date of delivery. If the goods are defective, the Buyer may request a replacement or refund within the warranty period. The Seller is not liable for any indirect, incidental, or consequential damages.

**6. Intellectual Property & Confidentiality**

The Seller warrants that the goods do not infringe any third-party intellectual property rights. All proprietary or confidential information shared between the Buyer and Seller must remain confidential and may not be disclosed without prior written consent from the disclosing party.

**7. Termination & Cancellation**

The Buyer may cancel the PO in whole or part if: a) The Seller fails to meet delivery or quality requirements, or b) The Seller becomes insolvent or ceases operations. If the PO is canceled for convenience, the Buyer will compensate the Seller for reasonable costs incurred up to the cancellation date.

**8. Force Majeure**

Neither party shall be liable for failure to perform obligations due to unforeseen events beyond their control, including natural disasters, war, or government actions. Both parties must promptly notify the other of such events and take reasonable steps to minimize the impact.

**9. Compliance & Governing Law**

The Seller agrees to comply with all applicable laws and regulations. Any disputes arising from this PO will be governed by the laws of the Hamilton County in the State of Tennessee, USA. The parties agree to attempt mediation before pursuing any legal action.