

Reliable Door and Dock, Inc.
Terms and Conditions
Sale of Goods and Performance of Services

1. **ENTIRE AGREEMENT.** This document contains all of the terms and conditions of the agreement between Reliable Door and Dock, Inc. ("RDD") and its customer ("Buyer") for the supply of materials, parts, and/or equipment ("Goods") and/or performance of labor including repair, installation, trouble-shooting, and/or planned maintenance inspection services ("Services") (The supply of Goods together with the performance of Services shall be the "Work"). This is the complete and exclusive contract between RDD and Buyer with respect to any Work. RDD hereby rejects any additional or contrary terms and conditions provided by Buyer in its purchase order, acknowledgement, contract, or other documents provided. RDD's acceptance of Buyer's order is expressly conditioned on Buyer's acceptance of the terms and conditions contained herein. Buyer's authorization to commence Work, its signing of RDD's quotation, or its issuance of a purchase order and/or contract to purchase Work shall be deemed its acceptance of the terms and conditions herein with or without signature.

NO ALTERATION, WAIVER, MODIFICATION OF OR ADDITION TO THE TERMS AND CONDITIONS HEREIN SHALL BE BINDING ON RDD UNLESS SPECIFICALLY AGREED TO IN WRITING BY AN OFFICER OF RDD. NO OTHER EMPLOYEE OR AGENT OF RDD IS AUTHORIZED TO MODIFY THESE TERMS OR ACCEPT ALTERNATE TERMS.

No course of dealing, usage of trade, or course of performance will be relevant to supplement or explain any terms used herein. Notwithstanding any language to the contrary contained in Buyer's request for quotation or order documentation: (i) RDD's signing of Buyer's order acknowledgement is intended only to confirm receipt of the order, and (ii) RDD's providing of approval drawings for Goods is intended only to advance the quoting process, and neither case (i) nor (ii) binds RDD to any other or additional terms or conditions of Buyer.

2. **WARRANTY.** RDD warrants that RDD labor shall be free from defects in workmanship for the warranty period of: (a) sixty (60) days for trouble-shooting, repair, part or component replacement, planned maintenance services, or other general service work ("Service Work"); or (b) twelve (12) months for labor performed to install new equipment ("Installation Work"). The warranty period begins on the date the labor was performed for Service Work or the date that installation was substantially completed by RDD for Installation Work.

RDD does not independently warrant Goods. Instead, RDD passes the original equipment manufacturer ("OEM") warranty for all Goods installed, to the extent permitted. RDD will use commercially reasonable diligence to facilitate warranty claims to the OEM, but ultimately the warranty for Goods is provided by and an obligation of the OEM.

RDD's sole obligation under this warranty is to repair or replace, at RDD's sole discretion, any labor which is defective. No such repair or replacement will extend the applicable warranty period. No claims under this warranty shall be valid unless RDD is notified in writing of the defect within a reasonable time following its discovery, but in no event later than the expiration of the applicable warranty period. When a warranty claim arises, Buyer must contact RDD to arrange for repair.

This warranty does not cover ordinary wear and tear, vandalism, abuse, misuse, overloading, altered equipment, equipment or parts which have not been properly operated or maintained or which have been improperly serviced or adjusted by others, or damages caused by failure to follow the maintenance or operation procedures outlined in the applicable owner's manual or in technical information issued by the OEM.

The remedy of repair or replacement provided for herein is the sole and exclusive remedy for breach of the above limited warranty. If such remedy fails its essential purpose, RDD's liability shall be limited to a refund of the purchase price paid by the Buyer for the subject labor.

THE ABOVE LIMITED WARRANTY IS IN LIEU OF ALL OTHER WARRANTIES, EXPRESSED OR IMPLIED, AND THERE ARE NO WARRANTIES WHICH EXTEND BEYOND THE FACE HEREOF, INCLUDING WITHOUT LIMITATION ANY IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.

3. **LIMITATION OF LIABILITY.** RDD WILL NOT BE LIABLE UNDER ANY CIRCUMSTANCES FOR ANY INDIRECT, PUNITIVE, INCIDENTAL, CONSEQUENTIAL OR SPECIAL DAMAGES, INCLUDING WITHOUT LIMITATION ANY LOST PROFITS, LOSS OF USE, LABOR COSTS, MATERIAL COSTS, OR PENALTIES ARISING FROM THE SALE, USE, OR INSTALLATION OF THE GOODS, PERFORMANCE OF SERVICES, FROM ANY BREACH OF CONTRACT OR WARRANTY (EXPRESSED OR IMPLIED) OR OTHERWISE BASED ON CONTRACT, AND REGARDLESS OF ANY ADVICE OR REPRESENTATIONS THAT MAY HAVE BEEN RENDERED BY RDD CONCERNING THE SALE, USE, OR INSTALLATION OF THE GOODS OR PERFORMANCE OF SERVICES. IN ADDITION, IN NO EVENT SHALL RDD BE LIABLE IN CONNECTION WITH ITS WORK OR OTHERWISE WITH THIS CONTRACT IN AN AMOUNT THAT EXCEEDS THE PAYMENTS RDD HAS RECEIVED FOR SUCH WORK. RDD SHALL NOT BE SUBJECT TO BACK-CHARGES, OFF-SETS, OR CREDITS WITHOUT THE EXPRESS WRITTEN PERMISSION OF AN OFFICER OF RDD.
4. **PRICES, QUOTES, AND TERMS.** All RDD price quotations are based upon the costs of Goods and Services as of the date of the quotation. RDD reserves the right to adjust pricing at any time up to the date of RDD's delivery of Work and for any reason including without limitation changes to RDD's cost to purchase Goods or perform Services, freight cost changes, material or fuel surcharges, RDD mistakes in estimating, or RDD's misinterpretation or error in reading of specifications or requirements of the Work.

Prices quoted by RDD are based upon reasonable, unobstructed, and uninterrupted access to the work site. Buyer is responsible to prepare the work site for acceptance of RDD's Work. Buyer shall be responsible to compensate RDD for any of its additional costs related to obstructed or blocked work site; interference or interruptions by Buyer operations, employees, visitors, or other trades; weather related delays; or improper or incomplete work site preparation by Buyer.

Unless specifically stated otherwise in RDD's quotation:

- (a) All RDD Work shall be performed by non-union personnel. If union labor is required, additional charges by RDD to Buyer will apply. RDD disclaims any liability for work site labor discord caused by RDD's non-union status.
- (b) RDD labor is not subject to prevailing wage requirements. Additional charges by RDD to Buyer will apply for prevailing wage requirements.
- (c) RDD Work shall be performed during normal business hours M-F 7:00am-4:00pm. If work outside of these hours is required, additional charges by RDD to Buyer will apply.
- (d) Buyer responsible for off-loading, storing, and protecting Goods prior to installation by RDD.
- (e) Buyer responsible for providing dumpster or other means of disposal for removed equipment or waste generated by RDD's Work.
- (f) When required, electric power disconnect shall be provided by Buyer within 3 feet of input to installed Goods.
- (g) To the extent that electrical conduit is provided or installed by RDD as part of the quoted scope of Work, such conduit shall be EMT or flex type. Low voltage wiring shall not be run in conduit.
- (h) Buyer shall be responsible to identify and obtain all permits required.
- (i) RDD reserves the right to subcontract the performance of its Work to a third party of RDD's choosing.

Unless otherwise agreed to by RDD in writing, payment terms for Installation Work are fifty percent (50%) down payment at the time of placing the order and balance due net thirty (30) days from invoice date, and payment terms for Service Work are net thirty (30) days from invoice date. Advanced or COD payment may be required for new customers or at the sole discretion of RDD. A twelve percent (12%) per annum finance charge is charged on overdue amounts. No retainage, offset, charge-back, or hold back is permitted without the express written permission of RDD. Buyer shall be liable for all costs of collection including but not limited to lien filing fees, attorney fees, and court costs.

RDD reserves the right to charge a three percent (3%) processing fee to any invoices paid by credit or debit card.

Unless Buyer provides RDD with a valid tax exempt certificate at the time of placing the order and if applicable, RDD will add and collect sales tax at the time of invoicing.

5. **CANCELLATION OR CHANGE ORDERS.** Once placed, Buyer may not cancel or modify orders for Goods or Services. Notwithstanding the foregoing, certain orders for standard (not custom manufactured) Goods may be cancelled only with RDD's written consent and if Buyer makes payment to RDD to compensate it against loss. Such compensation shall be minimum twenty five percent (25%) of the total order value. Buyer may not change the delivery dates, delivery location, or quantities of Goods, except with RDD's written consent. Any charges by RDD to Buyer

for changes to the scope of Work, change orders, cancellation, or order termination shall include RDD's normal burden, mark-up, and profit.

6. **CAUSES BEYOND RDD CONTROL.** RDD shall not be liable for loss, damage, or delays resulting from causes beyond its reasonable control including but not limited to strikes, labor difficulties, or lockouts; acts, requirements, or omissions of any governmental authority or of Buyer; insurrection, civil unrest, riot, or war; fires, floods, weather, or other acts of God; pandemic; breakdown of essential machinery; accidents; embargos, cargo or material shortages; manufacturing delays by RDD vendors and suppliers; delays in transportation; or inability to obtain labor, materials or parts from usual sources. In the event of any such delay, performance shall be postponed by such length of time as may be reasonably necessary to compensate for the delay. In the event performance by RDD cannot be accomplished by RDD due to any action of governmental agencies, or any laws, rules or regulations or the United States or any State government, RDD may, at its option, cancel any agreement or contract without liability.
7. **SCHEDULE.** Buyer recognizes and agrees that RDD's performance is subject to circumstances beyond its control, including, without limitation, the availability, production, and delivery of products, components and materials by OEMs, vendors, and suppliers and that the delivery and installation time specified in RDD quotations and proposals are non-binding estimates only. RDD shall use commercially reasonable diligence to perform and complete its work in a prompt and timely manner. At Buyer's request, RDD and Buyer may establish a specific written schedule for the performance of RDD's work. Otherwise, RDD shall not be bound by any schedule, deadlines or milestones stated in the RDD quotation, Buyer order, Buyer contract documents, or elsewhere. RDD shall not be obligated to incur premium, overtime, or extra costs to meet any specified completion dates without additional compensation for all such charges. RDD shall not be liable for any stipulated or liquidated damages or penalties for delay.
8. **INDEMNIFICATION.** Buyer shall defend, indemnify and hold RDD, its agents, directors, and employees harmless against any and all liability including strict liability, any allegations, demands, claims, charges, causes of action, suits, proceedings, judgments, awards, orders, decrees, losses, fines, penalties, costs and expenses including but not limited to attorneys' fees related to or arising out of Buyer's purchase, use, and/or application of the Goods or Services.

RDD hereby disclaims any obligation to indemnify any party, unless specifically agreed to in writing by an officer of RDD. To the extent that RDD is obligated to defend, indemnify or hold harmless any other person or party, said obligations, if any, shall be limited to claims for bodily injury, death or property damage arising from an accident, and shall further be limited to the extent of the percentage of actual fault or negligence attributed to RDD, and in no event shall RDD be liable to defend, indemnify or hold harmless any indemnitee for said indemnitee's own fault or negligence.

9. **NO USE OF RDD MATERIALS.** Buyer shall not be permitted to use RDD's materials, equipment, or tools ("Equipment") without permission of RDD. To the extent that RDD permits Buyer's use of Equipment, RDD provides such Equipment strictly "as is, where is" and without any representation or warranty regarding its condition, suitability for use, or safety. RDD HEREBY DISCLAIMS ANY AND ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, WITHOUT LIMITATION, THE WARRANTIES OF MERCHANTABILITY AND OF FITNESS FOR A PARTICULAR PURPOSE, RESPECTING ALL SUCH EQUIPMENT. Buyer is solely responsible for inspecting such Equipment prior to and during use and shall indemnify and hold harmless RDD for any damage caused by or to such Equipment. This is in addition to any other Buyer indemnification obligations contained herein.
10. **CONFIDENTIALITY.** Buyer may have access to, acquire, or become acquainted with confidential and proprietary information relating to RDD's business and/or a transaction contemplated between Buyer and RDD, including without limitation RDD's price quotations and proposals, financial information, market information, business projections, business methods, trade secrets, technology, or contacts, that is not generally known to the public ("Confidential Information"). Buyer shall hold in strictest confidence and shall not (other than as required in the performance of Buyer's duties or specifically allowed in writing) disclose or use, either directly or indirectly any Confidential Information either during the term of any agreement between Buyer and RDD or for a period of five (5) years thereafter. Notwithstanding anything to the contrary herein, Confidential Information shall not include any information: (a) which is, at the time of disclosure, known to Buyer without violation of these terms or is generally available to the public; (b) which becomes at a later date, known to Buyer or generally available to the public through no act or omission of Buyer, and then only after such later date; or (c) to the extent which may be required by process of law to be disclosed by Buyer, but only upon prior written notice to RDD of no less than ten (10) business days, if notice is permitted, so that RDD may obtain a protective order or other equitable relief.

11. **INFRINGEMENT.** RDD is not the OEM for the Goods supplied by RDD, and therefore RDD hereby disclaims any duty or obligation to defend and hold Buyer harmless from and against any damages, costs and expenses arising from any claim of infringement of any patent, trademark registered design or other intellectual property rights caused by Goods manufactured by an OEM.
12. **NAMEPLATES.** Any nameplates, instructions, warning labels, identification stickers, or other form of notice or identification which the OEM or RDD has affixed to or marked upon any of the Goods may not be removed by Buyer or by anyone on Buyer's behalf without the OEM's and RDD's written consent.
13. **GENERAL.**
- (a) The unenforceability or invalidity of one or more of the provisions of these terms and conditions will not affect the enforceability or validity of any other provision. Paragraph headings are for reference only.
 - (b) Buyer may not assign any of its rights, duties or obligations under these terms and conditions without RDD's prior written consent and any attempted assignment without such consent, even if by operation of law, will be void.
 - (c) These terms and conditions and any dealings between Buyer and RDD shall be governed by, and construed and interpreted according to, the laws of the State of Wisconsin. Each party stipulates that any dispute shall be commenced and prosecuted in its entirety in, and consents to the exclusive jurisdiction and proper venue of, either the Milwaukee County Circuit Court for the State of Wisconsin or the United States District Court for the Eastern District of Wisconsin, and each party consents to personal and subject matter jurisdiction and venue in such courts and waives and relinquishes all right to attack the suitability or convenience of such venue or forum by reason of their present or future domiciles, or by any other reason. The parties acknowledge that all orders and decisions issued by the forum court, including all injunctions and other decrees, will be binding and enforceable in all jurisdictions and countries.
 - (d) BUYER HEREBY WAIVES TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW ANY RIGHT IT MAY HAVE TO A TRIAL BY JURY WITH RESPECT TO ANY LITIGATION DIRECTLY OR INDIRECTLY ARISING OUT OF OR RELATING TO THE WORK, THESE TERMS AND CONDITIONS, OR ANY DEALINGS BETWEEN RDD AND BUYER. BUYER HEREBY CERTIFIES THAT NO REPRESENTATIVE OF RDD HAS REPRESENTED, EXPRESSLY OR OTHERWISE, THAT RDD WOULD NOT, IN THE EVENT OF LITIGATION, SEEK TO ENFORCE THE FOREGOING WAIVER.
 - (e) No waiver by RDD of any breach by Buyer of any of these terms and conditions shall be construed as a waiver of any subsequent breach or a subsequent waiver of any other term or condition herein. The failure of RDD to assert any of their rights hereunder shall not constitute a waiver of any of such rights.
 - (f) If Buyer (i) fails to perform any of its obligations under these terms and conditions including without limitation payment of RDD invoices when due, (ii) dissolves or is liquidated, or (iii) is the subject of a proceeding in bankruptcy, insolvency, receivership or assignment for the benefit of creditors, then RDD may, in its sole discretion and without notice to Buyer, declare Buyer to be in default.

Upon or after default, RDD may, without notice, (i) suspend any on-going Work; (ii) stop any Goods shipped while in transit; (iii) cancel in whole or in part any orders then outstanding between RDD and Buyer, (iv) declare all sums owed under any other agreement, contract, document or instrument between RDD and Buyer, whether now or hereafter existing, to be immediately due and payable, and (v) exercise any and all other rights and remedies available under applicable law, including without limitation, the Uniform Commercial Code of Wisconsin. All attorneys' fees and legal expenses incurred by RDD in enforcing the same shall be borne by Buyer.