



STANDARD TERMS AND CONDITIONS OF SALE

ACS - 06

Applicable to all orders for ARGESAN goods sold by, Argesan USA LLC.

Applicability of Commercial Code : This is a purchase and sale between merchants and the Incoterms 2020 rules govern this transaction as provided herein.

Force Majeure : ARGESAN shall not be held responsible for any inability to fulfill the delivery of goods specified in a customer's order due to circumstances beyond its control, rendering such performance commercially impracticable. Such circumstances include, but are not limited to, war, civil unrest, terrorist acts, governmental actions, accidents, acts of God (natural disasters), fires, floods, labor difficulties, shortages, or the inability to obtain materials, equipment, or transportation. If ARGESAN is excused from delivering such goods, either party has the right to terminate the contract. In such a case, the customer is responsible for, at its own expense and risk, returning any previously shipped goods to the shipment location designated by ARGESAN.

Risk of Loss : ARGESAN's shipments are carried out under the Free Carrier (FCA) - Free on Board (FOB) terms at ARGESAN's premises, as the specified place of delivery according to the Incoterms (2020) rules. This applies regardless of whether freight charges are prepaid and allowed or prepaid and charged to the Customer. The risk of loss transfers to the Customer upon delivery to the designated carrier. It is the exclusive responsibility of the Customer to lodge any claims against the carrier. ARGESAN will make commercially reasonable efforts to support the Customer in pursuing claims against the carrier.

Sales and Other Taxes : For purchases made in Illinois any applicable sales taxes will be added to the invoice price for the customer's specific purchase. In all other jurisdictions, customers are responsible for paying any relevant state or local sales or use taxes. Additionally, in all locations, the customer's invoice for the goods involved in the transaction will include any applicable federal manufacturer's or other taxes.

Insurance : In the case of parcel post shipments, an amount equivalent to insurance charges will be included in the total for delivery charges, unless the customer's purchase order explicitly states that ARGESAN is not to insure the shipment. Customers are strongly encouraged to promptly inform ARGESAN in the event of goods being damaged or lost during transit. This allows ARGESAN to initiate the necessary tracer or complaint process and assist in pursuing the customer's claim against the shipper.

Sales Terms : Unless otherwise specified by ARGESAN, payment for goods sold is to be made within 30 days from the date of the invoice. Argesan reserves the right, depending on the contract and sales conditions, to request the customer to modify the payment method. All payments must be made in U.S. dollars. ARGESAN retains the right to apply a late payment charge at the current monthly rates to any goods not paid for in a timely manner.

Prices : The prices indicated in ARGESAN's published price list and specific quotations are based on ARGESAN's labor and material costs prevailing at the time of issuance. Prices mentioned in ARGESAN's Acknowledgement of Purchase Order are fixed for customer orders that request prompt delivery. However, if a customer requests definite or indefinite future delivery, or if there is a delay in ARGESAN receiving necessary approvals before shipment, prices may be subject to escalation to cover ARGESAN's costs prevailing at the time of shipment.

Any reduction in quantities specified in the customer's purchase order may lead to changes in unit prices for remaining items or cancellation charges to compensate for ARGESAN's incurred expenses and losses. Special orders cannot be reduced in quantity or canceled by the customer after ARGESAN has initiated fabrication. In such cases, cancellation charges will be applicable.

Changes in Delivery Requirements : If a customer's order specifies that the customer will provide ARGESAN with delivery requirements at a later time, or if there is a modification to the initially stated delivery requirements, ARGESAN kindly asks the customer to provide notification at least 45 working days in advance of the intended future shipment date.



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ARGESAN's Warranties : All ARGESAN products are guaranteed, under normal usage, to be free from defects in material and workmanship for varying periods based on the product type. The specific warranty durations are outlined in the "Product Warranties" section on the company's website (www.argesanusa.com). ARGESAN's responsibility under these warranties is limited to repairing or replacing, at ARGESAN's discretion, any defective ARGESAN product returned by the customer, with shipping charges prepaid, to ARGESAN's factory within the specified warranty period.

Except as explicitly stated above, it is expressly acknowledged that ARGESAN provides no other warranties, either express or implied, regarding any ARGESAN products. ARGESAN explicitly disclaims the implied warranties of merchantability and fitness for a particular purpose. ARGESAN assumes no responsibility for the quality of the goods except as otherwise provided in the contract, and ARGESAN undertakes no responsibility that the goods will be suitable for any specific purpose for which the customer may be purchasing them, except as otherwise provided in the contract.

If a claim for defective merchandise is deemed valid under the terms of this warranty, ARGESAN will, at its option, either (1) repair it, (2) replace it with an identical unit, or (3) refund the purchase price. No liability shall arise until the product(s) involved have been fully paid for.

Limitation on ARGESAN's Liability : ARGESAN shall not be held responsible under any circumstances for any incidental or consequential damages, including lost profits, suffered by the customer, whether or not such damages are foreseeable by ARGESAN. In the event that ARGESAN is found liable to a customer for any matter related to or arising from a purchase order made under these terms, the total amount of damages recoverable against ARGESAN concerning all breaches, performance, non-performance, acts, or omissions under the purchase order shall not exceed the total price actually paid by the customer for such purchase order.

Governing Law : The parties mutually agree that each purchase order has been executed in the State of Illinois, and all matters concerning the interpretation of such purchase order and the rights and obligations of the parties shall be governed by the laws of the State of Illinois. Furthermore, the parties concur that the exclusive venue and jurisdiction for any dispute, action, or conflict arising from or related to such purchase order shall be the state and federal courts of Illinois, USA.

Waiver of Jury Trial and Attorneys' Fees and Costs : In case of a dispute between ARGESAN and its customer concerning a purchase order placed by the customer with ARGESAN, both parties agree to waive the right to a trial by jury. The prevailing party in any litigation arising from a dispute between ARGESAN and its customer regarding an order shall have the right to recover its reasonable attorneys' fees and costs.