

# SILTEC USA, INC.

## TERMS AND CONDITIONS OF SALE

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*Revised March 2026*

These Terms and Conditions of Sale (these “**Terms**”) govern all quotations, acknowledgments, sales, shipments, and deliveries by Siltec USA, Inc. (“**Siltec**” or “**Seller**”) to the purchaser identified on the applicable quotation, order, or invoice (“**Buyer**”). These Terms are incorporated into and form part of every sale of Siltec products unless Siltec expressly agrees otherwise in a writing signed by an authorized officer of Siltec. Buyer accepts these Terms by submitting a purchase order, accepting delivery, making payment, or otherwise proceeding with a transaction with Siltec.

Any additional, different, or conflicting terms contained in any purchase order, confirmation, portal, or other communication from Buyer are rejected and shall not apply unless expressly accepted by Siltec in a separate signed writing. Siltec’s failure to object to any such terms shall not constitute acceptance.

### **1. Quotations; Orders; Minimum Orders**

Quotations are valid for thirty (30) days from the date issued unless the quotation states otherwise. Pricing, availability, freight assumptions, and lead times are subject to change after the quotation period expires.

All orders are subject to acceptance by Siltec. Siltec may reject any order, in whole or in part, in its discretion, including where product is unavailable, credit is unsatisfactory, or the requested terms differ from these Terms.

Unless otherwise agreed in writing, the minimum sales order amount after discount is One Hundred Dollars (\$100.00).

### **2. Prices; Taxes; Packing Charges**

Standard pricing is stated in Siltec’s then-current price list and is subject to change without notice prior to Siltec’s acceptance of an order. Special pricing, project pricing, and any deviation from standard pricing must be confirmed by Siltec in writing at the time the order is accepted.

Prices do not include sales, use, excise, value added, goods and services, withholding, or similar taxes, duties, tariffs, customs charges, or governmental assessments of any kind, all of which are Buyer’s responsibility except taxes based solely on Siltec’s net income.

Prices also do not include special packing, crating, export preparation, storage, demurrage, or other non-standard handling charges unless expressly stated. Orders requiring same-day shipping are subject to a One Hundred Twenty-Five Dollar (\$125.00) expedited handling charge.

Any shipment consisting of three (3) trays or fewer may be charged a freight packing fee of One Hundred Twenty-Five Dollars (\$125.00) if shipped by freight, or Seventy-Five Dollars (\$75.00) if shipped by parcel. Siltec may also charge reasonable fees for non-standard or replacement packing materials.

### **3. Shipping Terms; Freight; Risk of Loss**

Unless otherwise agreed in writing, shipment terms are Ex Works (EXW) Siltec's shipping point, Everett, Washington, Incoterms® 2020, except that title and risk of loss shall transfer to Buyer upon delivery of the goods to the carrier at Siltec's shipping point. Siltec may, as a convenience only, arrange freight carriage on Buyer's behalf, and any such freight and related charges shall be added to the invoice.

Free-shipping programs, if offered by Siltec, apply only within the continental United States and exclude Alaska and Hawaii. Unless Siltec publishes updated thresholds, the current minimum order values after discount for free shipping are: (a) 0-1,500 miles from Everett: \$4,000.00; (b) 1,501-1,999 miles from Everett: \$5,000.00; and (c) 2,000+ miles from Everett: \$7,000.00. Siltec may revise these thresholds at any time prior to order acceptance.

Partial shipments are permitted unless Buyer expressly instructs otherwise in writing before order acceptance. Buyer shall be invoiced for product shipped.

### **4. Inspection; Shortages; Damage Claims**

Buyer shall inspect all shipments promptly upon receipt. Any discrepancy, shortage, nonconformity, or visible transit damage must be reported to Siltec in writing within forty-five (45) days after receipt of the product. Claims not timely made are waived to the fullest extent permitted by law.

If product arrives damaged in transit, Buyer must note the damage on the bill of lading or delivery receipt with the carrier at the time of delivery and preserve the packaging and product for inspection. Failure to note shipping damage with the carrier may bar replacement or freight claims.

Siltec is not responsible for concealed or transit-related damage occurring after risk of loss passes to Buyer, except to the extent required by Siltec's written warranty.

### **5. Returns; Exchanges; Returned Material Authorization**

No return or exchange will be accepted without a returned material authorization ("RMA") issued by Siltec. Buyer must request an RMA within thirty (30) to forty-five (45) days after Buyer's receipt of the applicable product.

Authorized returns and exchanges are subject to a restocking fee equal to twenty-five percent (25%) of the invoiced price unless Siltec agrees otherwise in writing. Buyer is responsible for all return freight, shipping, and insurance charges.

Returned product must be clean, undamaged, in resaleable condition, and in original packaging or packaging that meets Siltec's standards. Siltec may reject any return that is damaged, altered, improperly packed, or otherwise not suitable for resale.

Buyer is responsible for packaging and unpacking charges of One Hundred Twenty-Five Dollars (\$125.00) per pallet for returned material if rework or repalletization is required. Returned tray material must be shipped on one ten-foot (10 ft.) pallet of sufficient width to protect the product, with end caps or equivalent end protection, adequate strapping, and outer wrap so that any transit damage is apparent. Siltec may issue supplementary packing instructions with the RMA, and compliance with those instructions is a condition to acceptance of the return.

Custom, special-order, cut, modified, non-stock, or discontinued items are non-cancelable and non-returnable unless Siltec expressly agrees otherwise in writing.

#### **6. Changes; Cancellations; Deferred Delivery**

Buyer may not cancel or change an accepted order without Siltec's prior written consent. Approved cancellations or change orders are subject to a minimum unpack-and-repack fee of Fifty Dollars (\$50.00), plus the cost of consumed or non-reusable packing materials, work in process, custom fabrication, inbound freight, and any other costs reasonably incurred by Siltec as a result of the cancellation or change.

Deferred delivery requests are accepted only if Buyer gives at least twenty-four (24) hours' notice before scheduled shipment and Siltec agrees in writing. If Siltec consents to a shipment delay after product is ready to ship, the product shall be held at Buyer's risk and expense, and Siltec may invoice the product as though shipped, together with reasonable storage and handling charges.

#### **7. Payment; Credit; Late Charges; Insecurity**

Unless otherwise agreed in writing, payment terms are net thirty (30) days from the invoice date. Siltec invoices upon shipment unless otherwise stated in writing.

Past-due balances may accrue a service charge at the lesser of one and one-half percent (1.5%) per month or the maximum lawful rate. Buyer shall reimburse Siltec for all reasonable costs of collection, including attorneys' fees, court costs, arbitration fees, and collection agency fees.

Any order placed by Buyer constitutes a representation that Buyer is solvent and able to pay its debts as they come due. Upon request, Buyer shall provide financial information and written assurances of solvency reasonably satisfactory to Siltec.

If, in Siltec's judgment, Buyer's financial condition or payment history does not justify continued performance on open credit, Siltec may suspend performance, require cash in advance, require additional security, modify credit terms, or cancel any unshipped order without liability.

## **8. Security Interest; Seller's Remedies**

To secure payment and performance of all obligations owed by Buyer to Siltec, Buyer grants Siltec a purchase money security interest in the goods sold by Siltec and all identifiable proceeds thereof, together with any rights to payment arising from Buyer's resale or installation of such goods, to the fullest extent permitted by applicable law. Buyer authorizes Siltec to file financing statements and other instruments reasonably necessary to perfect or protect that security interest.

If Siltec has extended credit to Buyer, Siltec may exercise any rights and remedies available under the Uniform Commercial Code and other applicable law, in addition to all contractual remedies. Buyer shall execute and deliver any documents and take any actions reasonably requested by Siltec to evidence, perfect, enforce, or preserve Siltec's rights.

## **9. Delivery; Lead Times; Delays; Force Majeure**

Any delivery date or lead time stated by Siltec is an estimate only and is not guaranteed. Siltec will use commercially reasonable efforts to meet estimated shipment dates but shall not be liable for delays that are reasonable under the circumstances or caused by events beyond Siltec's reasonable control.

Force majeure events include acts of God, fire, flood, earthquake, storm, epidemic, pandemic, war, terrorism, civil unrest, labor shortage or labor dispute, transportation disruption, carrier delay, port congestion, shortage of materials, utility interruption, governmental action, embargo, tariff changes, cyber incident, or the failure of suppliers or subcontractors. In such event, Siltec's time for performance shall be extended for a commercially reasonable period.

Where an unexcused delay solely caused by Siltec results in demonstrable direct damage to Buyer, Siltec may, in its discretion, issue a credit of up to three percent (3%) of the purchase price for each full week of delay, up to an aggregate maximum credit of fifteen percent (15%). Such credit, if granted, is Buyer's exclusive remedy for shipment delay.

## **10. Limited Warranty**

Siltec warrants that, at the time of delivery, its products will be free from defects in material and workmanship under normal and proper use. Subject to the conditions of this Section, if a product proves defective due to a manufacturing defect either upon delivery or within twelve (12) months after delivery to Buyer or, if Buyer is a reseller, within twelve (12) months after delivery to Buyer's customer, Siltec will, at its option, replace the defective product or defective part.

Warranty claims must be submitted promptly in writing with reasonable proof of purchase, date of delivery, and the nature of the alleged defect. Siltec may require return of the product or part for inspection before honoring any claim. Original outbound freight and

return freight are not reimbursable, but if Siltec determines that a valid warranty claim exists, Siltec will pay the cost of shipping the replacement product.

This warranty does not apply to damage or failure caused by misuse, improper storage, improper installation, improper maintenance, neglect, accident, abuse, overloading, alteration, unauthorized repair, field modification, corrosion from environmental conditions, handling damage, transit damage after risk of loss passes, or use for applications for which the product was not intended.

THIS LIMITED WARRANTY IS EXCLUSIVE AND IN LIEU OF ALL OTHER WARRANTIES, WHETHER EXPRESS, IMPLIED, STATUTORY, OR OTHERWISE, INCLUDING ANY IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, NON-INFRINGEMENT, OR ARISING FROM COURSE OF DEALING, USAGE, OR TRADE PRACTICE.

### **11. Limitation of Liability**

To the fullest extent permitted by law, Siltec's total liability arising out of or relating to any quotation, order, sale, shipment, product, or these Terms, whether in contract, tort, strict liability, statute, or otherwise, shall not exceed the purchase price actually paid for the specific product giving rise to the claim.

In no event shall Siltec be liable for any incidental, consequential, special, exemplary, punitive, or indirect damages, including lost profits, lost revenue, lost business opportunity, cost of substitute goods, delay damages, downtime, or damage to reputation, even if advised of the possibility of such damages.

The remedies stated in these Terms are exclusive. No claim arising out of any transaction with Siltec may be brought more than one (1) year after the claim accrues, except to the extent a shorter period is prohibited by law.

### **12. Product Safety; Handling Warning**

Siltec's cable trays and related metal products are heavy industrial items and may include edges, hooks, channels, or cut surfaces that can create hazards if handled improperly. Products should be handled only by trained personnel using appropriate methods and equipment.

Persons working with or near the product should wear appropriate personal protective equipment, including hard hats, gloves, and eye protection, and should remain alert to pinch, impact, cut, and hooking hazards. Any field cuts or modifications must be performed in a manner that eliminates sharp edges and complies with applicable safety requirements. Buyer shall communicate these warnings and all applicable installation and safety instructions to its customers, installers, employees, contractors, and end users. Siltec shall have no liability for injuries or damage arising from improper handling, installation, modification, or use of the product.

### **13. Intellectual Property**

The products, designs, drawings, catalogs, quotations, packaging, trademarks, service marks, trade names, copyrights, and other materials supplied by Siltec are protected by intellectual property laws. No sale transfers any intellectual property right except the limited right to resell the purchased products in the ordinary course of business.

Buyer shall not remove, obscure, alter, or replace any trademark, label, warning, packaging, or proprietary notice on or accompanying the product. If Siltec permits Buyer to use Siltec's trademarks in advertising or resale materials, Buyer must use the marks exactly as directed by Siltec and solely in connection with the genuine resale of Siltec products. Buyer may not use "Siltec" or any confusingly similar term as part of Buyer's own corporate name, trade name, assumed name, domain name, or product branding without Siltec's prior written consent.

### **14. Export; Compliance; No Setoff**

Buyer shall comply with all applicable laws and regulations relating to import, export, re-export, sanctions, anti-boycott, anti-corruption, and product compliance. Buyer shall obtain all required permits, licenses, and approvals for export, import, resale, and use of the product.

Buyer may not withhold, deduct, recoup, or set off any amount allegedly owed by Siltec against amounts due to Siltec unless Siltec expressly agrees in writing.

### **15. Dispute Resolution; Governing Law**

The parties shall first attempt in good faith to resolve any dispute arising out of or relating to these Terms or any transaction between them by direct business discussions. If those efforts do not resolve the dispute, either party may request non-binding mediation before a mutually agreed mediator in King County, Washington.

Any dispute not resolved by negotiation or mediation shall be finally resolved by binding arbitration administered by the American Arbitration Association ("AAA") before a single arbitrator in Seattle, Washington, under the AAA Commercial Arbitration Rules then in effect. The arbitration shall be conducted in English. Judgment on the award may be entered in any court of competent jurisdiction.

Notwithstanding the foregoing, Siltec may seek temporary, preliminary, or permanent injunctive relief, or pursue collection of undisputed amounts due, in any state or federal court having jurisdiction over Buyer or Buyer's assets. Buyer irrevocably waives trial by jury to the fullest extent permitted by law in any court proceeding permitted under this Section.

These Terms and any dispute arising out of or relating to them are governed by the laws of the State of Washington, U.S.A., without regard to conflict-of-law rules. The United Nations Convention on Contracts for the International Sale of Goods (CISG) does not apply.

## 16. Miscellaneous

These Terms, together with Siltec's accepted quotation, order acknowledgment, and invoice, constitute the entire agreement between the parties with respect to the sale of the applicable products and supersede prior or contemporaneous oral or written statements on the same subject matter.

No waiver, amendment, or modification is binding unless in writing and signed by an authorized representative of Siltec. A waiver on one occasion is not a waiver on any other occasion.

If any provision of these Terms is held unenforceable, the remaining provisions shall remain in effect to the fullest extent permitted by law, and the unenforceable provision shall be enforced as nearly as possible to reflect its original intent.

Buyer may not assign its rights or delegate its obligations without Siltec's prior written consent. Siltec may assign these Terms in connection with a merger, sale of assets, or corporate reorganization.

Headings are for convenience only and do not affect interpretation. The words "including" and "include" mean "including without limitation."

### Schedule A. Shipping and Return Charges Summary

Charge / Threshold	Amount / Description
Minimum sales order	\$100.00 after discount
Same-day shipping charge	\$125.00
Freight pack fee (3 trays or fewer)	\$125.00 via freight; \$75.00 via parcel
Return restocking fee	25% of invoice amount unless Siltec agrees otherwise in writing
Return packaging/unpackaging fee	\$125.00 per pallet if rework or repalletization is required
Free shipping threshold: 0-1,500 miles from Everett, WA, excluding HI and AK	\$4,000.00 after discount
Free shipping threshold: 1,501-1,999 miles from Everett, WA, excluding HI and AK	\$5,000.00 after discount
Free shipping threshold: 2,000+ miles from Everett, WA, excluding HI and AK	\$7,000.00 after discount

**Siltec USA, Inc.**

These Terms may be updated by Siltec from time to time for future transactions. The version in effect on the date Siltec accepts Buyer's order shall govern that transaction unless the parties expressly agree otherwise in a signed writing.