

DOBBINS COMPANY

Dobbins Company — Parts & Equipment Terms — Rev A (2026)

DOBBINS COMPANY — STANDARD TERMS AND CONDITIONS OF SALE — Rev A (2026). These Terms apply to all quotations, order acknowledgements, sales, and deliveries of goods and related services by Dobbins Company ("Seller") to the buyer ("Buyer").

1. Governing Terms; Order of Precedence. Seller's quotation is an offer to sell on these Terms only, and Seller's acceptance of any order is expressly conditioned on Buyer's assent to these Terms. Any additional, different, or conflicting legal terms in Buyer's purchase order, portal, acknowledgment, or other document are rejected and do not apply unless expressly accepted in a writing signed by an officer of Seller. Unless such a writing states otherwise, the order of precedence is: (a) specific commercial or technical terms stated on the face of Seller's quotation or signed proposal; (b) Seller's Project Terms, when applicable; (c) these Standard Terms; and (d) Buyer's purchase order solely for administrative details such as quantity, item description, requested delivery date, billing information, and ship-to location.

2. Payment; Disputed Amounts; No Setoff. Unless otherwise stated on the face of the invoice, payment is due net thirty (30) days from invoice date. Buyer shall timely pay all undisputed amounts without deduction, setoff, recoupment, or withholding. An amount is "disputed" only if Buyer notifies Seller in writing, within ten (10) days after the invoice date, identifying the specific invoice, item, and reasonable basis of the dispute; all other amounts are deemed undisputed. A dispute, warranty claim, or service issue concerning any item or order does not excuse or delay payment for any other goods, services, invoices, or undisputed amounts. Seller may suspend further shipments, work, credit, or non-emergency services while any undisputed amount is past due, and may require deposits, security, or other adequate assurance of payment for large orders or where Buyer's creditworthiness has, in Seller's reasonable judgment, materially deteriorated. Seller reserves all rights to interest and all other remedies available under applicable law.

3. Delivery; Risk of Loss. Unless otherwise stated in Seller's quotation, deliveries are F.O.B. point of shipment, and risk of loss passes to Buyer when the goods are delivered to the carrier. Delivery and lead-time dates are estimates unless Seller expressly agrees in writing that a date is guaranteed.

4. Inspection; Acceptance. Buyer shall promptly inspect goods upon receipt and shall notify Seller in writing within ten (10) days of any shortage, shipping damage, wrong item, or other nonconformity reasonably discoverable on inspection. Latent defects are governed by the applicable warranty provisions and are not waived solely by expiration of that inspection period. Use of goods in production or other beneficial use constitutes acceptance. Acceptance does not waive a valid warranty claim, but accepted goods remain payable at the contract rate, subject only to the remedies expressly provided in these Terms.

5. Warranty. Goods manufactured by third parties carry only the manufacturer's warranty, which Seller assigns and passes through to Buyer to the extent assignable; Seller will reasonably assist Buyer in pursuing manufacturer warranty claims. **SELLER MAKES NO OTHER WARRANTY, EXPRESS OR IMPLIED, AND DISCLAIMS ALL IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE TO THE MAXIMUM EXTENT PERMITTED BY LAW.** No employee or representative of Seller is authorized to make an oral warranty or performance promise, and Buyer agrees that it does not rely on any statement not set out in Seller's written quotation or proposal. Seller's equipment selections, sizing, and technical recommendations are based on the product characteristics, process conditions, utilities, capacities, and other information supplied or approved by Buyer, and Seller warrants no performance against conditions, products, or requirements not expressly identified in Seller's written quotation or proposal.

6. Limited Remedy; Right to Cure; Limitation of Liability. Buyer shall promptly give Seller written notice of any claimed defect or nonconformity and a reasonable opportunity for Seller and the applicable manufacturer to inspect and cure it. Buyer's exclusive remedy for a valid claim arising from the goods is, at Seller's option, repair, replacement, or refund of the price paid for the specific nonconforming item (upon its return, if requested by Seller). Except in an emergency involving imminent risk of bodily injury or material property damage, Buyer shall not modify, repair, replace, or engage a third party to perform corrective work for which Buyer seeks reimbursement, credit, deduction, or setoff from Seller without Seller's prior written authorization; unauthorized modifications or repairs void the applicable warranty to the extent they cause or contribute to the claimed condition. **TO THE MAXIMUM EXTENT PERMITTED BY LAW, SELLER SHALL NOT BE LIABLE FOR INCIDENTAL, CONSEQUENTIAL, SPECIAL, EXEMPLARY, OR PUNITIVE DAMAGES, OR FOR LOST PROFITS, LOST PRODUCTION, LOSS OF USE, OR DOWNTIME, REGARDLESS OF THE THEORY OF LIABILITY. THIS EXCLUSION IS INDEPENDENT OF THE LIMITED REPAIR, REPLACEMENT, OR REFUND REMEDY AND APPLIES EVEN IF THAT REMEDY FAILS OF ITS ESSENTIAL PURPOSE. SELLER'S TOTAL LIABILITY FOR ANY CLAIM SHALL NOT EXCEED THE CONTRACT PRICE PAID OR PAYABLE TO SELLER FOR THE SPECIFIC ITEM OR SERVICE GIVING RISE TO THE CLAIM.**

7. Returns; Cancellation. No goods may be returned without Seller's written return authorization. Special-order, custom, and manufacturer-direct items are non-cancelable and non-returnable except to the extent the applicable manufacturer expressly

agrees otherwise. Authorized returns of stock items are subject to a restocking charge of up to twenty-five percent (25%) plus freight and manufacturer charges. If Buyer cancels an order that Seller permits to be cancelled, Buyer is responsible for work and engineering already performed, committed material and equipment costs, manufacturer cancellation and restocking charges, freight, and other nonrecoverable costs incurred by Seller. Deposits will be applied against those amounts, and deposits attributable to special-order or non-cancelable goods are non-refundable.

8. Price and Lead-Time Adjustments; Force Majeure. Quoted prices and lead times are based on manufacturer confirmations and information available when quoted, and may be adjusted to reflect documented manufacturer price increases, tariffs, governmental charges, or availability changes arising before shipment. Buyer may cancel the affected item without charge if it does not accept a documented price adjustment, except for goods already committed on a non-cancelable basis. Seller is not liable for delay or failure caused by events beyond its reasonable control, including manufacturer delays, transportation interruptions, labor disputes, shortages, governmental actions, acts of God, utility failures, or similar events.

9. Taxes; Collection Costs. Quoted prices exclude applicable sales, use, excise, and similar taxes unless expressly stated otherwise; Buyer shall pay such taxes or provide a valid exemption certificate. Buyer shall reimburse Seller for reasonable costs incurred to collect past-due amounts, including reasonable attorney's fees, court costs, and collection-agency fees, to the extent permitted by applicable law.

10. Governing Law; Venue. These Terms and all sales are governed by the laws of the State of Alabama, without regard to conflict-of-laws rules. Subject to any mandatory law that cannot be waived, the parties consent to exclusive jurisdiction and venue in the state or federal courts located in Jefferson County, Alabama, and waive objections to that venue. If a transaction involves work constituting an improvement to real property and applicable mandatory law requires a different forum, governing law, notice procedure, or other project-specific rule, that mandatory law controls only to the extent required.

11. Entire Agreement; Modification; Severability. These Terms, together with Seller's written quotation or proposal and order acknowledgement, constitute the complete agreement concerning the transaction and supersede prior discussions and representations concerning the goods or services. No modification, waiver, or acceptance of conflicting terms is effective unless contained in a writing signed by an officer of Seller, except that project change orders may be authorized as provided in the Project Terms. If any provision is held unenforceable, it shall be enforced to the maximum extent permitted by law, and the remaining provisions remain effective.

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