

DOBBINS COMPANY

Dobbins Systems Integration & Engineering — Project 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 expressly stated in Seller's quotation or proposal, payment terms for projects are: fifty percent (50%) down payment due upon Buyer's acceptance of the proposal; forty percent (40%) due on or before the scheduled project start date specified or confirmed by Seller in writing; and the remaining ten percent (10%) due upon completion, net thirty (30) days unless otherwise specified by Seller in writing. 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.

Dobbins Systems Integration & Engineering — Additional Project Terms

DOBBINS SYSTEMS INTEGRATION & ENGINEERING — PROJECT TERMS AND CONDITIONS — Rev A (2026). Dobbins Systems Integration & Engineering is a division of Dobbins Company ("Seller"). These Project Terms apply to projects involving engineered systems, controls or programming, installation, commissioning, or startup services. Sections 1-11 of Seller's Standard Terms and Conditions of Sale apply to all project goods and services and are incorporated by reference; these Project Terms control in the event of a conflict.

P1. Scope of Work. The work is limited to what is expressly described in Seller's written proposal. Anything not expressly included is excluded, including without limitation installation, rigging, utilities and utility connections (electrical, air, water, steam), piping and pipe supports beyond listed scope, drains, permits, controls integration with Buyer's systems, and operation of downstream valves or equipment, unless expressly included. Performance criteria are only those stated in the proposal; no performance is promised for products, materials, capacities, or operating conditions not listed.

P2. Buyer-Supplied Information; Application Conditions. Seller's design, sizing, and equipment selection rely on the product characteristics, container specifications, utilities, capacities, operating conditions, and other information supplied or approved by Buyer, and Buyer is responsible for its accuracy and completeness. Changes in Buyer's products, solids content, viscosity, containers, utilities, staging, operating practices, or other process conditions after proposal may require additional engineering, equipment, programming, or change orders, and are not warranty matters unless Seller expressly agreed in writing to perform under the changed condition.

P3. Change Orders. No change to scope, price, or schedule is effective unless authorized in writing by Buyer and Seller before the changed work is performed; email approval by an authorized representative constitutes written authorization. If Buyer directs Seller in writing to proceed before final pricing is established, the changed work is billed at Seller's then-current time-and-material rates plus materials, freight, travel, and other applicable expenses. Seller is not required to perform work based solely on verbal instructions.

P4. Progress Payments. Unless otherwise expressly stated in Seller's quotation or proposal: fifty percent (50%) down payment is due upon Buyer's acceptance of the proposal; forty percent (40%) is due on or before the scheduled project start date specified or confirmed by Seller in writing; and the remaining ten percent (10%) is due upon completion as determined under P5, net thirty (30) days. Seller is not required to begin or continue project work unless amounts then due have been paid. Seller may suspend work, deliveries, commissioning, and non-emergency services while any undisputed amount is past due, and any resulting schedule impact is excused.

P5. Commissioning; Acceptance; Punch List. Completion and acceptance occur upon the earliest of: (a) Seller's demonstration of the written acceptance criteria stated in the proposal; (b) Buyer's beneficial use of the system in production; or (c) three (3) business days after Seller gives written notice that commissioning is complete, unless Buyer provides a specific written punch list identifying material failures to meet the stated acceptance criteria. Buyer will be asked to sign Seller's startup/acceptance certificate at commissioning, but failure or refusal to sign does not delay acceptance once an acceptance trigger has occurred. Minor punch-list items that do not materially prevent intended operation do not delay acceptance. Buyer may withhold from the final payment only an amount reasonably related to documented, unresolved material punch-list work, and in no event more than one hundred fifty percent (150%) of Seller's reasonable estimate of the cost to complete that work.

P6. Buyer Site Responsibilities. Buyer is responsible for site readiness and safe access; utilities meeting the specifications stated in the proposal or equipment documentation (including compressed-air pressure and capacity); receiving, storage, and protection of delivered equipment; installation labor unless expressly included; containers, drums, and process materials consistent with approved specifications; trained operators; and operation and cleaning in accordance with the manuals and instructions. Schedule delays caused by Buyer, including site, utility, material, or personnel unavailability, are billable at Seller's then-current standby or time-and-material rates, and storage after shipment or tender of delivery is at Buyer's cost and risk.

P7. Services Warranty. Seller warrants its own installation and programming workmanship for ninety (90) days after completion. Equipment warranties remain the manufacturers' warranties under Section 5 of the Standard Terms. Corrective work does not restart or extend any warranty period unless Seller expressly agrees in writing, and warranty work does not excuse payment of undisputed amounts.

P8. Project Claims and Remedies. Section 6 of the Standard Terms, including Seller's right to inspect and cure, the no-backcharge restriction, the limited remedy, the liability cap, and the exclusion of consequential and downtime-related damages, applies to the entire project. A claim concerning one component, product application, or system function does not excuse payment for other conforming goods or services. Seller's total project liability shall not exceed the contract price paid or payable for the specific nonconforming item or service giving rise to the claim and, in no event, the total project price.

P9. Insurance; Liens; Mandatory Project Law. Each party will maintain commercially reasonable insurance appropriate to its work and operations. Seller does not waive, and expressly reserves, all mechanic's, materialman's, construction-lien, bond, stop-notice, and similar rights available under applicable law, and Buyer will provide project and property ownership and notice information reasonably requested by Seller. Any mandatory state-specific notice, lien, venue, licensing, or construction-contract requirement applies to the extent it cannot legally be waived.

P10. Acceptance of Proposal. A project contract is formed only when Buyer executes Seller's proposal acceptance and Seller receives any required deposit, unless an officer of Seller expressly agrees otherwise in writing. A purchase order may be issued for Buyer's administrative purposes but does not replace the signed proposal and does not modify the proposal, these Project Terms, or the incorporated Standard Terms. No conflicting or additional term in Buyer's purchase order applies unless expressly accepted in a writing signed by an officer of Seller.

ACCEPTED AND AGREED

Buyer: _____ By (print): _____ Title: _____ Date: _____