



**SF&B, LLC**

## **TERMS AND CONDITIONS OF SALE**

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### **1. Definitions**

“**Seller**” means SF&B, LLC, a Colorado limited liability company, with its principal place of business at 9585 Niwot Road, Longmont, CO 80504.

“**Buyer**” means the individual, company, or other entity purchasing Goods from Seller.

“**Goods**” means the products and/or services sold by Seller to Buyer or shipped by Seller on Buyer’s behalf.

“**Order**” means Buyer’s purchase order, request, or other instruction to purchase Goods.

“**Price**” means the amount quoted by Seller and accepted by Buyer at the time the Order is confirmed or shipped.

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### **2. Acceptance and Applicability**

Buyer’s placement of an Order constitutes acceptance of these Terms and Conditions (“T&C”). Seller’s acceptance of any Order is expressly conditioned upon Buyer’s agreement to these T&C. Any terms contained in Buyer’s purchase order or other documents that conflict with, modify, or supplement these T&C are expressly rejected unless such terms are expressly listed by Buyer and agreed to in writing by Seller.

These T&C, together with Seller’s Order Confirmation, invoice, Credit Application, disclosures, and any individual guarantee, constitute the entire agreement (“Agreement”) between Buyer and Seller.

If an Order is placed under a U.S. Government Prime Contract, any mandatory "flow-down" clauses required by the FAR/DFARS for the acquisition of certain Goods: (i) shall be disclosed to Seller prior to an Order being placed; and (ii) are incorporated herein by reference. In the event of a conflict, the mandatory government clause shall prevail, but only to the extent necessary for compliance. Buyer must explicitly mark any sensitive data shared with Seller.



Seller is not liable for the mishandling of data that was not properly identified as Controlled Unclassified Information or Federal Contract Information as defined by 48 CFR § 52.204-21 and 32 CFR Part 2002.

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### **3. Pricing and Taxes**

All Prices are stated in U.S. dollars unless otherwise noted and are exclusive of applicable taxes, duties, tariffs, shipping, insurance, financing fees or other charges. Buyer is responsible for all applicable sales, use, excise, value-added, and similar taxes, whether or not invoiced by Seller.

Seller is not responsible for pricing errors and reserves the right to correct errors prior to shipment or invoicing.

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### **4. Payment Terms**

Payment is due according to the terms stated on Seller's invoice.

Seller may charge interest on past-due balances at the lesser of **2% per month (24% annually)** or the maximum amount permitted by law. Buyer is responsible for all reasonable costs of collection, including attorneys' fees, incurred by Seller.

Seller reserves the right to suspend deliveries or require payment in advance if Buyer fails to comply with any provision of this Agreement.

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### **5. Delivery**

Delivery dates are estimates only. Seller is not liable for delays caused by carriers, manufacturers, supply chain disruptions, government actions, acts of God, or events beyond Seller's reasonable control.

Partial deliveries may be made and invoiced separately unless otherwise agreed in writing.

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### **6. Title and Risk of Loss**

Risk of loss pass to Buyer **F.O.B. Seller's shipping point**, unless otherwise stated in writing in Seller's Invoice. Buyer is responsible for filing any freight or damage claims with the



carrier. Seller shall retain title (including a security interest) in any Goods provided to Buyer or on behalf of Buyer until such time as Seller is paid in full for such Goods.

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## **7. Inspection and Acceptance**

Buyer must inspect Goods immediately upon receipt. Claims for shortages, damage, or discrepancies must be submitted to Seller **in writing within five (5) business days** of delivery, and in such event, Buyer shall provide Seller with documentation (including photographs when applicable) which reasonably evidence any such claim. Failure to notify Seller within this timeframe constitutes full acceptance of the Goods.

Custom-ordered or non-returnable items are not eligible for return.

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## **8. Returns and RMA Process**

Returns require prior written authorization and issuance of a Return Merchandise Authorization (“RMA”) by Seller. Unauthorized returns will be rejected.

Unless otherwise approved, returned Goods must be unused, in original packaging, and received within **15 days** of RMA issuance. Seller may charge a **restocking fee of up to 25%**, at Seller’s discretion.

Buyer is responsible for all return shipping, insurance, and risk of loss.

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## **9. Warranty Disclaimer**

Seller is an independent reseller and/or distributor. **Seller does not manufacture Goods and provides no manufacturer warranty.**

All warranties are provided solely by the manufacturer, if applicable. Buyer acknowledges and agrees that: (i) Seller does not provide any warranties as stated in the paragraph below; and (ii) Seller assigns to Buyer any manufacturer warranties available at the time of sale, to the extent Seller is permitted to do so.

**SELLER DISCLAIMS ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND NON-INFRINGEMENT.**



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## **10. Limitation of Liability**

TO THE MAXIMUM EXTENT PERMITTED BY LAW, SELLER'S LIABILITY IS LIMITED TO THE AMOUNT PAID BY BUYER FOR THE GOODS GIVING RISE TO THE CLAIM.

SELLER SHALL NOT BE LIABLE FOR INDIRECT, INCIDENTAL, CONSEQUENTIAL, SPECIAL, OR EXEMPLARY DAMAGES, INCLUDING LOSS OF PROFITS, REVENUE, DATA, BUSINESS INTERRUPTION, OR SYSTEM DOWNTIME, EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

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## **11. Credit Application and Guarantee**

If credit terms are extended, Buyer agrees to the terms of Seller's Credit Application. Any individual guarantee executed in connection with the Credit Application is incorporated herein by reference and remains in effect until revoked in writing and accepted by Seller. The preceding sentence shall survive termination of the Agreement.

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## **12. Force Majeure**

Seller shall not be liable for failure or delay in performance caused by events beyond its reasonable control, including acts of God, strikes, labor disputes, supplier failures, governmental actions, pandemics, and/or transportation disruptions.

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## **13. Governing Law and Jurisdiction**

The Agreement shall be governed by the laws of the **State of Colorado**, without regard to conflict-of-law principles. Exclusive venue for any dispute shall be the state or federal courts located in **Boulder County, Colorado**.

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## **14. Severability**

If any provision of the Agreement is held invalid or unenforceable, the remaining provisions shall remain in full force and effect.

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### **15. Waiver**

Failure by either party to enforce any provision shall not constitute a waiver of future enforcement. Any waiver must be in writing and signed by the waiving party.

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### **16. Entire Agreement**

The Agreement constitutes the complete and exclusive agreement between Seller and Buyer regarding the sale of Goods and supersedes all prior agreements, representations, or understandings, whether written or oral.