



DALLJOS LLC

TERMS AND CONDITIONS OF SALE

Effective Date: 08/27/2026

These Terms and Conditions of Sale ("Terms") govern all quotations, offers, sales, orders, invoices, and deliveries of products ("Products") by **DALLJOS LLC** ("DALLJOS," "Seller," "we," "us," or "our") to any purchaser ("Customer," "Buyer," "you," or "your").

By submitting an order, issuing a purchase order, accepting a quotation, paying an invoice, accepting delivery of Products, or otherwise purchasing Products from DALLJOS, Customer acknowledges and agrees to these Terms.

1. APPLICATION AND ACCEPTANCE OF TERMS

These Terms apply to all sales of Products by DALLJOS unless DALLJOS and Customer have entered into a separate written agreement signed by an authorized representative of DALLJOS that expressly supersedes these Terms.

Any purchase order, procurement document, acknowledgment, or other document issued by Customer is accepted solely for purposes of identifying the Products, quantities, delivery instructions, and other order-specific information.

Any additional, different, or conflicting terms contained in a Customer purchase order or other Customer document are rejected and shall not modify these Terms unless expressly accepted in writing by an authorized representative of DALLJOS.

Fulfillment of an order does not constitute acceptance by DALLJOS of any additional or conflicting Customer terms.

2. QUOTATIONS AND ORDERS

Unless otherwise stated in writing, quotations issued by DALLJOS are valid for **30 days** from the quotation date.

A quotation is not a binding obligation to sell until the Customer's order has been accepted by DALLJOS.



DALLJOS may accept, reject, or request modifications to an order at its discretion prior to acceptance.

Orders may be subject to:

- Product availability;
- Minimum order quantities;
- Credit approval;
- Payment requirements;
- Shipping restrictions;
- Export or import requirements;
- Manufacturer availability; and
- Other conditions stated in the applicable quotation.

Once accepted, orders may not be cancelled or modified without DALLJOS's written approval.

Special-order, custom-manufactured, modified, engraved, private-label, or non-stock Products may not be cancelled or returned except with DALLJOS's written authorization.

3. PRICES

Prices are stated in the applicable quotation, order acknowledgment, invoice, or DALLJOS website.

Unless expressly stated otherwise, prices:

- Are stated in U.S. Dollars (USD);
- Exclude sales, use, excise, value-added, customs, import, and similar taxes or duties;
- Exclude shipping, freight, insurance, customs clearance, brokerage, storage, and handling charges; and
- May be changed before DALLJOS accepts an order.

Customer is responsible for all applicable taxes, duties, tariffs, customs charges, brokerage fees, and governmental assessments relating to the purchase, importation, or delivery of Products unless DALLJOS expressly agrees otherwise in writing.

If Customer claims a tax exemption, Customer must provide DALLJOS with a valid exemption or resale certificate before invoicing.

4. PAYMENT TERMS

Payment terms shall be those stated in the applicable quotation or invoice.

Unless DALLJOS has approved Customer for credit terms in writing, payment may be required in full before shipment.

Approved credit customers shall pay invoices according to the payment period stated on the applicable invoice.

Customer shall notify DALLJOS promptly of any disputed invoice and shall pay all undisputed amounts when due.

To the extent permitted by applicable law, overdue balances may accrue interest at the lesser of:

1.5% per month; or the maximum lawful rate.

Customer shall be responsible for reasonable costs incurred by DALLJOS in collecting overdue amounts, including collection agency fees and reasonable attorneys' fees, to the extent permitted by law.

DALLJOS may suspend future shipments, revoke credit terms, require advance payment, or cancel unfulfilled orders if Customer fails to make payment when due.

5. DELIVERY AND SHIPPING

Delivery dates provided by DALLJOS are estimates unless expressly guaranteed in writing.

DALLJOS will use commercially reasonable efforts to meet estimated delivery dates but shall not be liable for delays caused by circumstances beyond its reasonable control.

Unless otherwise specified in writing, shipping terms, carrier selection, delivery location, and applicable **Incoterms®** for international transactions will be identified in the quotation, order confirmation, commercial invoice, or other applicable shipping document.

Shipping and handling charges may be invoiced separately.

Partial shipments are permitted unless otherwise agreed in writing.

Customer shall provide accurate delivery information and shall be responsible for costs resulting from incorrect or incomplete delivery instructions.



6. INTERNATIONAL SALES

For international transactions, Customer is responsible for complying with all applicable import laws, licensing requirements, customs procedures, taxes, tariffs, duties, and other requirements imposed by the destination country unless otherwise expressly agreed in writing.

DALLJOS may provide commercially reasonable documentation necessary for export or import processing.

The applicable Incoterm, if any, shall be specified in the quotation or commercial invoice.

Customer shall not export, re-export, transfer, or use Products in violation of applicable United States export-control, sanctions, or trade laws.

7. INSPECTION AND ACCEPTANCE

Customer shall inspect Products promptly after delivery.

Claims concerning:

- Incorrect Products;
- Incorrect quantities;
- Visible shipping damage; or
- Other readily apparent discrepancies

should be reported to DALLJOS within **10 business days after delivery**.

Customer should retain the Product, original packaging, shipping documentation, photographs, and other relevant evidence while a claim is being evaluated.

Failure to report an apparent discrepancy within the applicable period may constitute acceptance of the shipment to the extent permitted by applicable law.

Latent defects remain subject to the applicable warranty provisions.

8. RETURNS

Products may not be returned without prior authorization from DALLJOS.

Customer must obtain a **Return Merchandise Authorization ("RMA")** before returning any Product.



Unless the return results from an error by DALLJOS or a covered warranty claim:

- Customer is responsible for return shipping;
- Products must be unused and in resalable condition;
- Products should be returned in their original packaging when reasonably possible; and
- DALLJOS may assess a reasonable restocking charge disclosed when the return is authorized.

The following Products are generally non-returnable unless defective or otherwise required by law:

- Custom-manufactured Products;
- Special-order Products;
- Modified Products;
- Engraved or personalized Products;
- Private-label Products;
- Products damaged through misuse or improper storage;
- Products altered after delivery; and
- Products specifically identified as final sale.

Authorization of a return does not itself guarantee a refund or credit. Returned Products may be inspected before final disposition.

9. LIMITED PRODUCT WARRANTY

Unless a Product is accompanied by a separate written warranty, DALLJOS warrants to the original purchaser that DALLJOS-branded Products will be free from material defects in materials and workmanship under normal and proper use for **12 months from the date of purchase**.

If a Product is determined by DALLJOS to contain a covered defect during the applicable warranty period, DALLJOS may, at its option:

1. Repair the Product;
2. Replace the Product with the same or a substantially equivalent Product; or
3. Refund or credit the purchase price of the defective Product.



These remedies are subject to applicable law.

Warranty claims may require proof of purchase, photographs, Product identification information, batch or serial information when applicable, and return of the Product for inspection.

10. WARRANTY EXCLUSIONS

The limited warranty does not cover damage or failure resulting from:

- Normal wear and tear;
- Improper use;
- Misuse or abuse;
- Improper installation;
- Failure to follow Product instructions or specifications;
- Improper maintenance;
- Improper storage;
- Corrosion resulting from improper handling or storage;
- Unauthorized modification or repair;
- Accidents;
- Excessive loads, speeds, temperatures, forces, or operating conditions;
- Use of the Product outside its intended application or published specifications; or
- External causes beyond DALLJOS's reasonable control.

Cutting tools and other consumable or wear components naturally deteriorate through use. Normal dulling, wear, coating deterioration, edge degradation, or dimensional changes resulting from ordinary use are not defects in materials or workmanship.

11. WARRANTY DISCLAIMER

TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, AND EXCEPT FOR ANY EXPRESS WRITTEN WARRANTY PROVIDED BY DALLJOS, DALLJOS DISCLAIMS ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING



WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.

WHERE APPLICABLE LAW DOES NOT PERMIT THE EXCLUSION OF AN IMPLIED WARRANTY, SUCH WARRANTY SHALL BE LIMITED ONLY TO THE EXTENT PERMITTED BY LAW.

Nothing in these Terms excludes any warranty or right that cannot lawfully be excluded or limited.

12. PRODUCT INFORMATION AND SPECIFICATIONS

DALLJOS makes reasonable efforts to provide accurate Product descriptions, specifications, dimensions, photographs, technical information, catalogs, and other materials.

However, minor variations may occur as a result of manufacturing processes, Product improvements, supplier changes, or technical revisions.

Unless expressly agreed otherwise in writing, photographs, illustrations, catalog information, website content, samples, and technical descriptions are provided for identification and informational purposes and do not constitute a guarantee of characteristics beyond the applicable written Product specifications.

DALLJOS reserves the right to make reasonable technical or design changes that do not materially impair the intended function of a Product.

13. CUSTOMER RESPONSIBILITY AND PRODUCT USE

Customer is responsible for determining whether a Product is appropriate for Customer's intended application.

Customer is responsible for ensuring that Products are:

- Properly selected;
- Properly installed;
- Properly operated;



- Properly maintained;
- Used with suitable machinery and equipment;
- Used within published operating limits; and
- Used in accordance with applicable safety standards, instructions, and laws.

Industrial cutting tools, hand tools, machine tooling, and related Products may create risks if improperly selected or used.

Customer is responsible for ensuring that operators are appropriately trained and use all required guards, personal protective equipment, and safety procedures.

Recommendations or technical assistance provided by DALLJOS do not relieve Customer of responsibility for verifying suitability for the intended application.

14. LIMITATION OF LIABILITY

TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, DALLJOS SHALL NOT BE LIABLE FOR ANY INDIRECT, INCIDENTAL, SPECIAL, EXEMPLARY, PUNITIVE, OR CONSEQUENTIAL DAMAGES, INCLUDING LOSS OF PROFITS, LOSS OF PRODUCTION, LOSS OF BUSINESS, LOSS OF USE, MACHINE DOWNTIME, OR LOSS OF DATA ARISING FROM OR RELATING TO THE SALE OR USE OF PRODUCTS.

TO THE MAXIMUM EXTENT PERMITTED BY LAW, DALLJOS'S TOTAL LIABILITY ARISING FROM OR RELATING TO A PRODUCT SHALL NOT EXCEED THE AMOUNT ACTUALLY PAID TO DALLJOS FOR THE PRODUCT GIVING RISE TO THE CLAIM.

THE FOREGOING LIMITATIONS SHALL APPLY REGARDLESS OF THE FORM OF ACTION AND EVEN IF DALLJOS HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

Nothing in these Terms limits liability to the extent such limitation is prohibited by applicable law, including liability that cannot legally be excluded for personal injury caused by a defective consumer product.



15. FORCE MAJEURE

DALLJOS shall not be responsible for failure or delay in performance caused by circumstances beyond its reasonable control, including:

- Natural disasters;
- Fire or flood;
- War;
- Terrorism;
- Civil unrest;
- Epidemics or pandemics;
- Labor disputes;
- Government actions;
- Export or import restrictions;
- Port congestion;
- Transportation interruptions;
- Carrier delays;
- Supplier failures;
- Shortages of materials;
- Energy interruptions;
- Cyber incidents affecting critical infrastructure;
- Customs delays; or
- Other events beyond DALLJOS's reasonable control.

Delivery schedules shall be reasonably extended to account for such events.

16. INTELLECTUAL PROPERTY

All DALLJOS trademarks, trade names, logos, catalog materials, Product photographs, drawings, technical documentation, website content, graphics, Product identifiers, and other proprietary materials remain the property of DALLJOS or their respective owners.



Purchase of a Product does not transfer any intellectual-property rights to Customer.

Customer may not reproduce, modify, distribute, or commercially use DALLJOS proprietary materials except with prior written authorization or as otherwise permitted by law.

Authorized distributors may use approved DALLJOS marketing materials only in accordance with DALLJOS brand guidelines and any applicable distributor agreement.

17. RESALE AND DISTRIBUTION

Purchase of DALLJOS Products does not automatically appoint Customer as an authorized distributor, dealer, representative, agent, or partner of DALLJOS.

Any authorized distributor status must be established separately in writing.

Customer shall not make representations, warranties, guarantees, or commitments on behalf of DALLJOS unless specifically authorized in writing.

18. COMPLIANCE WITH LAWS

Each party shall comply with applicable laws relating to its obligations under the transaction.

Customer shall not purchase, sell, export, re-export, transfer, or use DALLJOS Products in violation of applicable:

- Export-control laws;
- Economic sanctions;
- Customs regulations;
- Anti-bribery laws;
- Anti-corruption laws; or
- Other applicable trade regulations.

DALLJOS may refuse or cancel a transaction when reasonably necessary to comply with applicable law.



19. CANCELLATION BY DALLJOS

DALLJOS may cancel or suspend an order before shipment if:

- Customer fails to make required payment;
- Customer's creditworthiness materially deteriorates;
- Products become unavailable;
- A supplier discontinues a Product;
- Performance becomes commercially impracticable because of circumstances beyond DALLJOS's reasonable control;
- The transaction presents a legal or regulatory compliance concern; or
- An obvious pricing or Product-information error has occurred.

If DALLJOS cancels an order after receiving payment and no Product has been supplied, DALLJOS will refund the applicable amount paid for the cancelled Product.

20. GOVERNING LAW

These Terms and all transactions between DALLJOS and Customer shall be governed by the laws of the **State of Texas, United States of America**, without regard to conflict-of-laws principles.

The United Nations Convention on Contracts for the International Sale of Goods ("CISG") shall not apply to transactions governed by these Terms.

21. DISPUTE RESOLUTION AND VENUE

The parties should first attempt in good faith to resolve any dispute through direct business discussions.

If the dispute cannot be resolved, any legal action arising out of or relating to these Terms or the sale of Products shall, to the extent permitted by applicable law, be brought in a state or federal court having jurisdiction in the county in Texas where DALLJOS maintains its principal place of business.

Each party consents to the jurisdiction and venue of such courts to the extent permitted by law.

22. ELECTRONIC TRANSACTIONS

Customer agrees that orders, quotations, invoices, notices, acceptances, and other business communications may be transmitted electronically.

Electronic acceptance, electronic signatures, and electronic records may be used in connection with transactions with DALLJOS to the extent permitted by applicable law.

23. ENTIRE AGREEMENT AND ORDER OF PRECEDENCE

These Terms, together with the applicable DALLJOS quotation, order acknowledgment, invoice, Product-specific warranty, and any written agreement signed by an authorized DALLJOS representative, constitute the agreement relating to the applicable sale.

In the event of a conflict, the following order of precedence applies unless expressly stated otherwise:

1. A separately negotiated written agreement signed by DALLJOS and Customer;
 2. A DALLJOS quotation or order acknowledgment containing transaction-specific terms;
 3. Any applicable DALLJOS Product-specific warranty;
 4. These Terms and Conditions of Sale; and
 5. Customer's purchase order solely with respect to Product identity, quantity, requested delivery information, and other administrative details expressly accepted by DALLJOS.
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24. SEVERABILITY

If any provision of these Terms is determined to be invalid or unenforceable, that provision shall be enforced to the maximum extent permitted by law, and the remaining provisions shall remain in effect.



25. WAIVER

Failure by DALLJOS to enforce any provision of these Terms shall not constitute a waiver of that provision or DALLJOS's right to enforce it in the future.

26. ASSIGNMENT

Customer may not assign or transfer its rights or obligations under an accepted order without DALLJOS's prior written consent.

DALLJOS may assign its rights and obligations in connection with a merger, acquisition, reorganization, sale of substantially all relevant assets, or transfer to an affiliate or successor.

27. CHANGES TO THESE TERMS

DALLJOS may update these Terms from time to time.

The Terms applicable to a transaction will generally be the version in effect when the applicable order is accepted unless otherwise agreed in writing.

28. CONTACT INFORMATION

Questions regarding orders, returns, warranty claims, or these Terms may be directed to:

DALLJOS LLC

300 Mar Hill, Seguin

78155, Texas, United States

Email: customer_service@dalljosinvestmnets.com

Website: [\[DALLJOS Website\]](#)

Telephone: +1 512-616-0779

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