

# TERMS AND CONDITIONS OF SALE AND WARRANTY

**Last Updated:** April 1, 2026

These Terms and Conditions of Sale and Rentals (“Terms”) apply to all sales and rentals of SureBuilt products (“Products”) and SureBuilt services (“Services”). These Terms are a legally binding contract between the individual customer purchasing SureBuilt Products or Services (“Customer”) and SureBuilt. These Terms specifically incorporated into any Order, quotation, or proposal issued by SureBuilt to Customer and all references to “Terms” shall expressly include Orders, quotations, or proposals issued by SureBuilt to Customer. In addition, you may be subject to additional guidelines, rules, or terms applicable to the rental of Products, which may be posted or shared with you through our website or at the time of such Rental (“Additional Rental Terms”). Such Additional Rental Terms are hereby incorporated by reference into these Terms. In the event of a conflict between the terms and conditions of the Additional Rental Terms and these Terms, these Terms will control.

Any terms contained in a purchase or rental order issued by Customer which conflict with these Terms or a quote or proposal issued by SureBuilt are null, void and of no effect. If Customer is purchasing SureBuilt Products or Services on behalf of a company or other legal entity, Customer represents and warrants that it has the authority to bind such entity to these Terms, in which case references to “Customer” in these Terms will refer to both the individual and any such company or legal entity purchasing SureBuilt Products or Services.

Please read these Terms carefully. By signing these Terms or purchasing SureBuilt Products or Services, Customer acknowledges that it has read, understood, and agrees to be bound by these Terms. Customer “signs” and accept these Terms by (1) signing or confirming acceptance of an applicable order form, proposal, statement of work, or other separate legal agreement with SureBuilt (“Order”) that specifically references these Terms; (2) accepting delivery of the Product, as set forth in Section 4; (3) making payment(s) to SureBuilt for the Products or Services; or (4) SureBuilt’s performance of the Services.

## **1. Customer Responsibilities:**

Customer is familiar with the proper operation and use of each Product. Customer has selected the Product based on its requirements and will not use or allow

anyone to use the Product without a license, if required under any applicable law, or for an illegal purpose or in an illegal manner. Customer is responsible for providing a secure and safe work environment for all parties will using SureBuilt Products, and for ensuring that the Products are used in compliance with applicable laws.

Customer agrees and warrants that (a) Customer has access to and reviews the operating and safety instructions and will operate the Product in accordance with any provided manufacturer's instructions and with applicable safety equipment; (b) any apparent agent at the delivery location is authorized to accept delivery of the Product (and Customer authorizes SureBuilt to leave the each Product at the delivery location without requirement of written receipt); (c) Customer has received from SureBuilt all information needed or requested regarding the operation of the Product; (d) Customer shall provide SureBuilt with accurate and complete information regarding customer's purchase or rental of the Product; (e) Customer will not alter or cover up any decals or insignia on the Product, remove any operating or safety equipment or instructions or alter or tamper with the Product; and (f) Customer will not use the Product in a negligent, illegal, unauthorized or abusive manner.

## **2. Purchase Price and Payment:**

Quotations or proposals made to Customer by SureBuilt are only valid for a period (14) days and then only for the prices, quantities, sizes and normal shipping. Purchase orders placed beyond (14) days of the original quotation, will be priced at the then prevailing price, quantities available and delivery schedule available.

a) Customer agrees to pay all applicable Federal, State, or Local revenue, excise, sales, transfer, use or similar taxes, including tariffs that may be imposed on any component material which increases the cost of the SureBuilt Product or Service. Customer shall provide SureBuilt with a suitable tax-exempt certificate acceptable to taxing authorities if Customer claims that the transaction is tax exempt. Customer is not obligated to pay SureBuilt's income taxes on account on these Terms.

b) Customer shall pay for all non-standard, non-stock and/or made to order SureBuilt Products even if Customer cancels the order and the SureBuilt Products do not ship. Customer shall be invoiced at the time of shipment and payment is due no later than (30) days after the date of invoice. All amounts due shall not be subject to set-off, deductions, or any counterclaim made by Customer. Customer agrees to pay a service charge at the rate of 1.5% per month on all balances due

after (30) days. SureBuilt may refuse to ship any SureBuilt Products to Customer when Customer has any invoices that are past due.

c) Title to the SureBuilt Products does not pass to the Customer until all amounts due to SureBuilt are paid in full and SureBuilt retains a security interest in the SureBuilt Product which may be formalized by filing under the Uniform Commercial Code.

### **3. Delivery:**

The date of delivery shall be as stated in the quotation if specified, otherwise at the time that SureBuilt has the SureBuilt Product available for shipment. All shipments are F.O.B. at or will be SureBuilt's place of business. Customer assumes all risks and liability for damage, delay or loss associated with the delivery and/or transportation of the SureBuilt Product. SureBuilt assumes no liability for loss, damage or consequential damages due to delays in shipment or failures for any reason. If Customer requests SureBuilt to arrange for shipment, then SureBuilt shall invoice Customer for the additional fees, as noted in the invoice, for making those arrangements. In all events Customer shall remain liable to pay all costs of shipment. In no event will SureBuilt be identified as the shipper or accept any bill of lading whereby it is identified as the shipper. For Customer pick up at SureBuilt's facility, SureBuilt will hold the SureBuilt Product on its docks for no more than (5) days. If Customer does not take delivery by the end of the fifth day, the SureBuilt Product will be restocked and Customer will be charged a 25% restocking charge. If the item is a non-standard item, Customer will be billed for the full quoted price and SureBuilt will have no obligation to retain or store the Product and may dispose of it in any suitable fashion.

### **4. Inspection and Claims:**

Customer shall inspect the SureBuilt Product upon receipt at the delivery destination and notify SureBuilt in writing of any shortages, damages to or materially defective Products within (72) hours of delivery. Failure of Customer to timely notify SureBuilt of any shortages, damage to or defective Products shall constitute Customer's acceptance of the Products and waiver of liability against SureBuilt.

In the event Customer notifies SureBuilt of any material defect in material and workmanship of a Product within (72) hours of delivery, SureBuilt's sole obligation, and Customer's sole remedy, is for SureBuilt to repair or replace defective SureBuilt Product at no charge to Customer. Customer must return at its expense the SureBuilt Product or component part thereof found to be defective at the time of

delivery. SureBuilt shall have no obligation to repair or replace consumable components of the SureBuilt Product. SureBuilt shall also not have an obligation to repair or replace such defective SureBuilt Product if:

- a) repair or replacement is a result of normal wear and tear or necessitated in whole or in part by catastrophe or causes external to the Product;
- b) the SureBuilt Product has been maintained, repaired, reconfigured, modified or adapted in any manner;
- c) the SureBuilt Product has not been properly used or maintained for the purpose for which it is intended;
- d) the Customer does not notify SureBuilt in writing within seventy-two (72) hours of delivery with specific detail of any defect in the SureBuilt Product;
- e) the Customer or any of its personnel have attempted to repair or replace or modify the SureBuilt Product or any component part; or
- f) the Customer is past due on any money due to SureBuilt.

#### **5. Warranty Disclaimer:**

THE PRODUCTS AND SERVICES ARE PROVIDED ON AN "AS IS," "AS AVAILABLE" BASIS. YOU AGREE THAT USE OF THE PRODUCTS AND SERVICES IS AT YOUR SOLE RISK. COMPANY EXPRESSLY DISCLAIMS ALL WARRANTIES OF ANY KIND, EXPRESSED OR IMPLIED, INCLUDING WITHOUT LIMITATION ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, AND NON-INFRINGEMENT. TO THE EXTENT YOUR JURISDICTION DOES NOT ALLOW LIMITATIONS ON WARRANTIES, THIS LIMITATION MAY NOT APPLY TO YOU. YOUR SOLE AND EXCLUSIVE REMEDY RELATING TO YOUR USE OF THE PRODUCTS OR SERVICES SHALL BE TO DISCONTINUE USING THE PRODUCTS OR SERVICES.

#### **6. Privacy:**

Customer's purchase, rental, and use of SureBuilt Products and Services is also governed by our Privacy Policy. Please review our Privacy Policy at <https://surebuilt-usa.com/privacy-policy/>.

#### **7. Documentation:**

Any data sheets, specifications, plans, drawings or application recommendations furnished by SureBuilt to Customer ("Documentation") are provided only as a courtesy to Customer to conceptually illustrate the assembly and use of Products. Such Documentation is not intended to be fully directive nor to cover all

engineering details on Products, or on products or materials not furnished by SureBuilt, or on their interconnection. Inasmuch as SureBuilt does not control jobsite assembly or procedures, grade or quality of materials, and/or equipment supplied by others, it is the responsibility of Customer to integrate Documentation into composite drawings and information suitably complete for construction purposes. In the case of non-standard, non-stock, and/or made-to-order Products, design drawings will be furnished by SureBuilt for Customer approval prior to production. SureBuilt shall not be responsible or liable for any Documentation, including for any deviations, changes or alterations to the recommended assembly details described in drawings.

#### **8. Intellectual Property Rights:**

a) SureBuilt retains all intellectual property rights in the SureBuilt Products and Services, including copyrights, trade secrets, trademarks, patents, and "know-how." Customer is granted a limited license to use the SureBuilt Products and Services. Customer shall not make unauthorized copies, create derivative works, redistribute or resell, or permit third party use of the SureBuilt Products and Services. Under no circumstances will Customer acquire any ownership rights or other interest in any SureBuilt Products and Services by or through Customer's purchase or rental and use of the SureBuilt Products and Services.

b) Customer shall not, and shall not permit anyone else to, sell, rent, lease, transfer, license, assign, distribute, translate, duplicate, reverse engineer, decompile, disassemble, or modify the SureBuilt Products or Services. Customer may not access or use the SureBuilt Products or Services if Customer is a competitor of Company or for the principal purpose of monitoring availability, performance or functionality.

c) SureBuilt shall at all times retain ownership of all Documentation and other technical SureBuilt Product and Services data ("Product Data"). Documentation formats are proprietary to SureBuilt. Unless authorized by SureBuilt, Customer shall not disclose any such Product Data to any other person. Any copying, redistribution, use or publication by Customer of any such Documentation is prohibited, except as expressly permitted in this Agreement. Upon request, Customer shall promptly return all Product Data to SureBuilt. Customer shall not reverse engineer, copy any Documentation or SureBuilt Product or Services descriptions or other engineering on any SureBuilt Product or Services sold by SureBuilt to Customer.

#### **9. Limitation of Liability:**

UNDER NO CIRCUMSTANCES WILL SUREBUILT BE LIABLE OR RESPONSIBLE FOR ANY INDIRECT, SPECIAL, EXEMPLARY, PUNITIVE, INCIDENTAL, CONSEQUENTIAL DAMAGES (INCLUDING BUT NOT LIMITED TO DAMAGES FOR LITIGATION, LOSS OF BUSINESS, PROFIT OR REVENUE, LOSS OF CAPITAL, CLAIMS OF CUSTOMER FOR SERVICE INTERRUPTIONS, OR FAILURE TO SUPPLY, DOWN TIME, TESTING OR INSTALLATION COST OR COSTS OF SUBSTITUTE PRODUCTS, FACILITY OR SERVICES, OR THE LIKE), OR OTHER DAMAGES, UNDER ANY LEGAL THEORY, EVEN IF SUREBUILT HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH POTENTIAL DAMAGES OR FOR ANY CLAIM AGAINST THE CUSTOMER BY ANY OTHER PARTY. THESE LIMITATIONS OF LIABILITY SHALL APPLY EVEN IF A LIMITED REMEDY FAILS OF ITS ESSENTIAL PURPOSE.

SureBuilt's total aggregate liability to customer for damages, from any cause whatsoever, including any claims or damages arising out of, connected with or resulting from the manufacture, sale, delivery, repair, replacement or use of the Services, Products, or component part of the Product, and regardless of the form of action, whether in contract or in tort, including negligence or otherwise, is limited to actual direct damages up to the fees actually paid for the Services, Product or any component part thereof that caused the damages or is the subject matter of the sale of the Service or Product or directly related to the cause of action.

Notwithstanding the foregoing, Customer agrees that any basis for imposing liability on SureBuilt for property damage, personal injury or death or legal expenses relating to the sale or use of SureBuilt Product or Services shall be void and unenforceable.

#### **10. Force Majeure:**

In no event shall SureBuilt be liable if SureBuilt is prevented, hindered or delayed in the performance or observance of any of its obligations under these Terms or for any losses or damages including incidental or consequential damages occasioned by: a) acts of God or public enemy; b) acts of the United States or any states or political subdivision thereof; c) fires, floods, explosions, or other catastrophes; d) epidemics and quarantine restrictions; e) strikes, slowdowns or labor stoppage of any kind; f) freight embargos, unusually severe weather; g) delays of a supplier; h) material shortages, or i) causes beyond the control of SureBuilt.

#### **11. Indemnification and Warranties by Customer:**

Customer shall be responsible for, indemnify, defend and hold SureBuilt harmless from and against all liabilities, claims, judgments, costs, damages and expenses

(including reasonable attorney fees and expenses), including for personal injury, death, property damage or otherwise, arising out of or relating to (a) the use of (or inability to use) the SureBuilt Products and/or the Services; (b) your breach of these Terms; and (c) any other act or omission by Customer or any subcontractor, agent, sublessee, employee, or purchaser of or from Customer with respect to the SureBuilt Products and/or Services, unless resulting from the gross negligence or willful misconduct of SureBuilt. Notwithstanding the foregoing, we reserve the right, at our option and at your expense, to assume the exclusive defense and control of any matter for which you are required to indemnify us, and you agree to cooperate, at your expense, with our defense of such claims.

If Customer resells purchased Products, Customer shall include language in a resale agreement that makes these Terms (including the limitations in paragraph 4) binding on any subsequent purchasers of the Products, including (without limitation) binding the purchaser to these obligations of indemnification, in addition to Customer.

Customer represents to SureBuilt that it and its employees and agents are knowledgeable and experienced about the Product and familiar with the use of the Product and that they are not relying on SureBuilt or any representation made by SureBuilt, its salesman, agents, as made in any catalog or otherwise, but that Customer is relying solely on its own expertise and evaluation or expertise of its retained professionals and that Customer has made a separate and independent verification and analysis that the Product will meet all standards required in the application for which Customer intends to use the Product.

#### **12. Expenses and Attorney Fees:**

All costs and expense incurred by SureBuilt in connection with the enforcement of any of these Terms, including a legal action to enforce or interpret any provision of these Terms, shall entitle SureBuilt to the payment of all costs and expenses including reasonable attorney fees in enforcing these Terms and the sale of any SureBuilt Product or Services to Customer.

#### **13. Compliance with Governmental Requirements:**

Customer must, at the time of placing its order with SureBuilt, specify any governmental or industry regulations or specifications with respect to the Product. Customer should request written acceptance that SureBuilt can comply with such regulations or specifications with respect to the Product prior to accepting any such Order.. SureBuilt shall not be responsible or liable for any governmental or industry

regulations or specifications with respect to the Product that SureBuilt has not accepted in writing.

**14. Compliance with Laws:**

Customer may use the SureBuilt Product or Services only for lawful purposes. The SureBuilt Product and Services are subject to, and Customer agrees that it will at all times comply with all applicable local, state, national, and international laws, statutes, rules, regulations, ordinances and the like applicable to the purchase, rental, and use of the SureBuilt Product or Services. This obligation includes Customer's agreement to comply with all applicable laws, regulations, and rules relating to the export of technical and other data from the United States (and from Customer's country if Customer is not located in the United States) and Customer's agreement not to export or re-export any such data or any other content or materials in violation of such laws, rules or regulations without first obtaining all necessary licenses, consents and approvals therefor, as well as authorization from SureBuilt. Customer further agree that information provided by Customer is truthful and accurate to the best of Customer's knowledge.

**15. Substitutions and Discontinuation of Products or Services:**

SureBuilt reserves the right to make changes in design, material or accessories or component parts of the SureBuilt Product at any time without incurring any obligations to provide the same SureBuilt Product previously purchased or rented or continue to supply obsolete Product or component parts. SureBuilt reserves the right to substitute a SureBuilt Product or component parts of Product at any time provided that the substituted SureBuilt Product or component parts shall perform the functions intended by the original Product or component parts.

SureBuilt may, at any time and without liability, modify, suspend, or discontinue, temporarily or permanently, any SureBuilt Products or Services, with or without notice to you; charge, modify or waive any fees required to use SureBuilt Products or Services; or offer opportunities to some or all users.

**16. Waiver:**

Any waiver of these Terms by SureBuilt must be in writing and signed by an authorized representative of SureBuilt. Any waiver by SureBuilt of a breach on any of these Terms or of the quote or purchase order based upon said quote, shall not operate as or be construed to be a waiver of any other breach of such provision or of any breach of any other provision. The failure of SureBuilt to insist upon strict adherence to any term or condition or to exercise or enforce any right or provision of these Terms, on one or more occasion, shall neither be considered a waiver nor

deprive SureBuilt of any right thereafter of such right or provision or to insist upon strict adherence to that term or condition.

**17. Consultation:**

In the event that Customer requests that SureBuilt provide Services, which include advice, consultation, or direction, in connection with the installation of or integration of the Product into or on the jobsite, then at SureBuilt's sole discretion, SureBuilt may charge a fee based upon costs, including travel and an hourly fee. Customer shall be advised in advance that SureBuilt intends to charge a consultation fee.

**18. Non-United States Use & Restrictions.**

SureBuilt controls and operate the Site from the United States, and all information is processed within the United States. We do not represent that the SureBuilt Products or Services are appropriate or available for use in other locations. By purchasing or using any SureBuilt Products or Services, you acknowledge that you are not a national of, or resident within any of the countries that are subject to trade embargo, restriction or other limitation under any laws and regulations or listed on any of the United States government's lists of prohibited and restricted parties.

**19. Governing Law and Exclusive Jurisdiction:**

These Terms and any dispute that may arise between Customer and SureBuilt or its affiliates shall be governed by, and construed in accordance with, the laws of the State of Illinois, without regard to its conflicts of law principles.

The parties agree and hereby submit to the exclusive jurisdiction and venue for any legal proceeding or arbitration concerning this contract shall be in the Circuit Court for the Eighteenth Judicial Circuit, DuPage County, Illinois or the U.S. District Court for the Northern District of Illinois, Eastern Division, and in no other venue.

Regardless of any statute or law to the contrary, any claim or cause of action arising out of or related to the Site must be filed or otherwise commenced within one (1) year after such claim or cause of action arose or be forever barred.

**20. Miscellaneous:**

These Terms were published on the date "Last Updated" below. We may change these Terms from time to time. Changes to these Terms will be made by updating this page. Any such modifications shall be effective immediately. Please visit these Terms regularly to read the current version to determine if any changes have been

made. Each purchase or rental by Customer shall constitute and be deemed Customer's unconditional acceptance of these Terms, including any changes or modifications. These Terms may not be amended by Customer, except in writing and only when signed by an authorized SureBuilt representative. These Terms between SureBuilt and Customer, is not assignable by Customer without the prior written consent of SureBuilt. Any provisions of these Terms between SureBuilt and Customer, that is invalid under applicable law or Court Order shall not in any way invalidate any remaining provisions of the Terms. If any provision of these Terms shall be adjudged by any court of competent jurisdiction to be unenforceable or invalid, that provision shall be limited or eliminated to the minimum extent necessary so that these Terms will otherwise remain in full force and effect. Nothing contained in these Terms or Customer's purchase, rental, or use of SureBuilt Products or Services shall be construed to constitute either party as a partner, joint venturer, employee or agent of the other party, nor shall either party hold itself out as such. Neither party has any right or authority to incur, assume or create, in writing or otherwise, any warranty, liability or other obligation of any kind, express or implied, in the name of or on behalf of the other party, it being intended by both parties that each shall remain independent contractors responsible for its own actions. These Terms constitutes the entire agreement between Customer and SureBuilt and governs the terms and conditions of Customer's purchase, rental, and use of SureBuilt Products and Services, and supersedes all prior or contemporaneous communications and proposals, whether electronic, oral or written, between Customer and SureBuilt with respect to Customer's purchase, rental, and use of SureBuilt Products and Services. These Terms and between the parties may not in any way be explained or supplemented by a prior existing course of dealings between the parties, by any usage of trade or custom, any prior performance between the parties pursuant to these Terms or otherwise and may not be modified in any way by subsequent orders, proposals, acknowledgments, or other communications which relate to the quote and/or these Terms, unless specifically agreed to in in writing by SureBuilt. Obvious typographical or clerical errors made by SureBuilt, at arriving the contract purchase or rental price, number of units/products to be provided, are subject to correction, including clerical errors made in preparation of the quotation, acknowledgments or specifications.

#### **21. Notices:**

SureBuilt may give notice by means of a notification on the SureBuilt Website or through electronic mail to Customer's e-mail address on file with SureBuilt, or by written communication sent by first class mail or pre-paid post to Customer's address on file with SureBuilt. Customer may give notice to SureBuilt at any time by

e-mailing company at our contact e-mail or by written communication sent by first class mail or pre-paid post to our address, as provided in Section below. All notices shall be deemed to have been given five days after mailing if sent by first class mail. Any notice of material breach shall clearly define the breach including the specific contractual obligation that has been breached.

**22. Main Office Contact Information:**

2525 Armitage Avenue

Melrose Park, IL 60160

Phone: (708) 493-9569

Fax: (708) 493-9601

[info@surebuilt-usa.com](mailto:info@surebuilt-usa.com)