



## Equipment, Materials, Services & Parts Supply

These Terms and Conditions/Clarifications ("Terms") govern all sales, rentals, and provision of equipment, materials, goods, and services ("Products") provided by In Gas Direct, Inc. (In Gas Direct) to any purchasing or receiving party ("Customer"). These Terms are binding upon Customer's submission of a purchase order, acceptance of any Products or Services, or any other conduct indicating acceptance of these Terms.

These Terms are for the intended use of In Gas Direct Customers, representatives, agents and Affiliates who purchase equipment, materials and/or services from In Gas Direct.

## Definitions

**In Gas Direct:** In Gas Direct, Inc.

**Customer:** Any entity which purchases materials, goods and/or services from In Gas Direct.

**Parties:** In Gas Direct and Customer.

## Contract Formation and Governing Terms

- -In Gas Direct will provide an Order Acknowledgement ("OA") upon acceptance of purchase order. An OA may include additional terms, clarifications and exceptions.
- -No binding contract shall exist until In Gas Direct issues a written OA following receipt of Customer's purchase order ("PO").
- Contract Description of Services and/or supply is outlined in the specific quote document and any other documents included as part of quote.
- -These Terms, together with the applicable quote and OA, shall constitute the final, complete, and exclusive agreement between the parties and supersede all prior or contemporaneous agreements or understandings.
- -Any additional or conflicting terms proposed by Customer in a purchase order or otherwise are expressly rejected and shall not apply unless agreed to in writing by an authorized officer of In Gas Direct.
- -Customer shall be deemed to have accepted these Terms by issuing a purchase order, accepting delivery of any Products or Services, making payment, or otherwise engaging in business with In Gas Direct.
- -In Gas Direct reserves the right to terminate at will and at any time the contract/agreement upon written notice to Customer, without liability and with immediate effect, or upon completion of agreed work scope, delivery and supply of equipment, materials and/or services. Customer shall remain liable for all amounts due for Products delivered or Services rendered prior to termination.



## Prices, Payment Terms, Order Requirements, & Billing

- -Pricing and payment terms are set forth in the applicable quote, and are firm fixed pricing based on scope of supply, equipment, parts and/or materials shipped or delivered, and services provided.
- -Additional terms may apply for late payment or non-payment.
- -Net orders have a \$500 minimum (excluding shipping, customs, import/export fees, broker fees, etc.).
- -Estimate and billing exclude local taxes and fees. Customer is responsible to pay all local taxes and fees directly.
- -In-Gas Direct reserves the right to charge for added labor, expenses, and/or materials provided as added scope, extended scope hours and expenses beyond the original quote. Time and material schedules may be provided.
- Customer will be responsible for payment of additional costs as agreed upon via this document or agreements stated on OA.
- Written authorization for engineering, production, or delivery may be accepted in lieu of a PO to avoid delays. or to meet specific deliverables requested
- Cancellation fees may apply:
  - In the event of customer cancellation, customer may be subject to restocking fees, design/engineering fees or deliverable fees as applicable or final quoted costs may also apply.
  - Standard components are subject to a 30% minimum cancellation charge before shipping.
- Returned parts are subject to a 30% restocking fee.
- Custom or special-order Products, including modified parts and any Product manufactured or procured specifically for Customer, are non-cancellable and non-returnable. In Gas Direct reserves the right to invoice full quoted costs for such Products upon order placement.
- **Tariff Surcharge:** in the event of any changes in applicable tariffs, duties, or other government-imposed charges that affect the cost of goods or services provided under this Agreement ("Tariff Changes"), In Gas Direct reserves the right to adjust prices accordingly. Any such Tariff Changes will be: (a) itemized as separate line items on invoices; (b) documentation will be provided upon written request – all documentation is based on the availability from importation broker/agent; and (c) communicated via email to the purchasing agent/representative of tariff notices/invoices provided on delivery to In Gas Direct. Failure to provide an updated purchase order may result in order cancellation, shipping delays, or additional fees (including storage fees), at In Gas Direct's discretion. In Gas Direct shall not be liable for any delays or additional costs resulting from Customer's failure to timely approve and account for such Tariff Changes.



## Shipping, Transport & Delivery

- Please refer to quote for applicable delivery terms. Additional costs for international customs fees, importation fees, broker fees and international packaging & shipping fees may apply.
- Delivery is Ex-Works from In Gas Direct's facility as noted in the quote and risk of loss passes upon shipment. In Gas Direct is not responsible for shipments coordinated by Customer.
- Insurance is included for equipment, material and/or parts for all shipments directly coordinated, managed, and contracted by In Gas Direct. Otherwise, Customer is responsible for any and all insurance and liability for shipments coordinated, managed, and contracted by Customer or Customer's agent.
- In Gas Direct bills shipping at cost plus 35% unless stated differently on OA. Risk of Loss for FOB-Destination shipments shall be capped at the value of the order.
- Lead time for equipment, materials & parts are subject to change based on material availability and are confirmed upon date of final OA.
- Due to potential supply chain disruptions caused by unforeseen circumstances, including but not limited to geopolitical events, public health emergencies, or other force majeure events, In Gas Direct reserves the right to adjust delivery dates based on current material availability and market conditions.
- Customer delays may result in storage fees or additional shipping/handling costs, including, but not limited to:
  - Fee schedule may include a one-time fee of \$650.00
  - Financing costs of 0.2% of the net order value per commenced week.

-The date of delivery is the date stated on our order confirmation. Subject to change.

-Upon completion of service, after ten (10) business days of notification, if the goods cannot be dispatched due to customer delay a \$150.00 storage fee per week will apply. After thirty (30) days, if the goods cannot be dispatched at a fixed delivery date, In Gas Direct reserves the right to use the customer provided freight carrier collect account to return the equipment to the owner without repair. If a customer shipping carrier collect account is not provided, In Gas Direct reserves the right to assume the equipment owner has voluntarily surrendered the goods, in which case disposal fees may apply.

## Performance

- The Parties agree that performance shall be pursued with due diligence in all requirements under the Contract; however, except as otherwise expressly provided herein, neither party shall be liable for any loss, damage, or delay beyond its reasonable control, including, but not limited to: (a) acts of civil or military authority (including courts and regulatory agencies), (b) acts of God, (c) war, riot, terrorism, or insurrection, (d) inability to obtain required permits or licenses (other than Supplier's occupational licenses), (e) blockades, embargoes, or other trade restrictions, (f) sabotage, (g) epidemics, pandemics, or public health emergencies, (h) national or regional shortages of materials, energy, or transportation, (i) cyber attacks or telecommunications failures, (j) labor strikes or



disputes, or (k) fires, floods, hurricanes, or other natural disasters. Normal or seasonal weather conditions shall not constitute force majeure events. The Party affected shall: (1) promptly provide written notice to the other Party within ten (10) business days of becoming aware of the force majeure event, indicating the nature, cause, date of commencement, and anticipated extent of delay; (2) keep the other Party reasonably informed of the situation; (3) exercise commercially reasonable efforts to mitigate the effect of the delay; and (4) resume performance as soon as practicable after the force majeure event has ended.

- All services and repairs will be progress invoiced monthly for work performed.
- The Customer is responsible for ensuring safe loading/unloading and proper site access.
- The Customer is required to provide copies of bills of lading, load sheets, and other shipping documentation to transport company driver/representative for all return shipments. Any damage found must be noted on delivery documents at time of delivery and reported to In Gas Direct in writing within 24 hours of receipt of order to process claims. Failure to comply with these requirements shall void any claims for damage or loss.
  - Please note weights and dimensions of all equipment shipped. Equipment will be delivered on an open flatbed or enclosed box truck/trailer. A forklift or crane capable of handling the equipment's estimated weight and dimensions is required to unload or load. Alternative shipping methods are possible but may result in additional charges.
- The Customer is responsible to ensure operators are familiar with equipment safety and operating requirements prior to placing equipment, materials and/or parts into service.
- In Gas Direct maintains standard insurance coverage including: (i) Commercial General Liability Insurance with limits of \$1,000,000 per occurrence; (ii) Automobile Liability Insurance with limits of \$1,000,000 per occurrence; (iii) Workers Compensation Insurance as required by applicable law; (iv) Umbrella/Excess Liability Insurance with limits of \$2,000,000; (v) Pollution Liability Insurance with limits of \$1,000,000 per occurrence; and (vi) Transportation Liability Insurance with limits of \$1,000,000 per occurrence. Where required by written contract, this insurance shall: (a) be primary and non-contributory to any other insurance maintained by the Customer, but only for projects specified in that contract; (b) include Customer as an additional insured for both ongoing and completed operations, but only with respect to Customer's vicarious liability arising out of In Gas Direct's operations and only for projects specified in that contract, with limits being the lesser of those required by written contract or the applicable per claim limit; and (c) include a waiver of subrogation in favor of the Customer, but only for projects specified in that contract. In Gas Direct's total liability under this agreement shall be capped at the value of the order. Additional insurance coverage beyond these standard limits may be available upon request for additional fees. Certificates of insurance will be provided upon written request. Liabilities are capped to value of order. Standard insurance requirements are included. Please note, additional fees apply for additional insurance requirements.



- Please reference the In Gas Direct Estimate # on the purchase order for any and all inquiries and/or returns.
- **Acceptance Testing:** Acceptance Testing, including Factory Acceptance Testing (FAT), Site Acceptance Testing (SAT), Virtual/Visual Acceptance Testing (VAT), or any other form of Acceptance Testing is not included unless explicitly quoted and acknowledged in writing. If Acceptance Testing applies to a particular order, it will be called out as a line item on the quote and order confirmation provided.
- **Unapproved Repairs and Storage Policy:** Upon completion of equipment inspection services, In Gas Direct will provide an estimate for Customer approval of any additional charges not covered in pre-approved allowances or the initial service estimate. If Customer fails to respond to or approve the repair estimate within ten (10) days of notification, In Gas Direct reserves the right to invoice for work performed and parts installed. All costs incurred including inspection, diagnostic work, and spare parts, remain the Customer's responsibility. In Gas Direct may return unrepaired equipment to the Customer address listed on the OA, with additional shipping and handling charges applying if the Customer fails to provide a freight carrier collect account.
- **Tariff Surcharge:** In the event of any changes in applicable tariffs, duties, or other government-imposed charges that affect the cost of goods or services provided under this Agreement ("Tariff Changes"), In Gas Direct reserves the right to adjust prices accordingly. Any such Tariff Changes will be: (a) itemized as separate line items on invoices; (b) documentation will be provided upon written request – all documentation is based on the availability from importation broker/agent; and (c) communicated via email to the purchasing agent/representative up tariff notices/invoices provided on delivery to In Gas Direct. Customer shall provide an updated purchase order reflecting any additional tariff charges within five (5) business days of receiving notice from In Gas Direct. Failure to provide an updated purchase order may result in order cancellation, shipping delays, or additional fees (including storage fees), at In Gas Direct's discretion. In Gas Direct shall not be liable for any delays or additional costs resulting from Customer's failure to timely approve and account for such Tariff Changes.

## Warranties:

- In Gas Direct warrants solely that Products shall be free from material defects in materials and workmanship, and that Services shall be performed in a competent and diligent manner in accordance with any mutually agreed specifications. No other warranties, express or implied, are made with respect to the Products and Services. The warranty for Products and/or services shall expire one (1) year from delivery/service completion, with the exception of software products which are warranted for 90 days from receipt of product.
- If Products or Services do not meet the above warranties, Customer shall promptly notify In Gas Direct in writing prior to expiration of the warranty period.
- Remedies are limited to (i) at its option, repair or replace defective Products and (ii) re-perform defective Services. If, despite In Gas Direct's reasonable efforts, a non-conforming Product cannot be repaired or replaced, or non-conforming Services cannot be re-performed, In Gas Direct shall refund or credit monies paid by Customer for such non-conforming Products and Services. Warranty repair, replacement or re-performance by In Gas Direct shall not extend or renew the applicable warranty period. Customer shall obtain In Gas Direct's agreement on the specifications of any tests it



plans to conduct to determine whether a nonconformance exists.

- Warranty does not apply to misuse, unauthorized and/or undocumented repairs, improper record keeping during the warranty period, normal wear and tear, or improper installation. Failure to meet any such conditions renders the warranty null and void.
- -The Customer is responsible for any and all necessary access costs incurred as a result of In Gas Direct's remedial warranty efforts, including, but not limited to, removal and replacement of systems, necessary damage to structures or other parts of Customer's facility, uninstall, decontamination, re-installation and transportation of defective Products to and from In Gas Direct to Customer.
- -The Customer may be liable for warranty claim evaluations, including, but not limited, to travel and living expenses of any and all necessary technicians and/or representatives of In Gas Direct to properly investigate warranty claim. These costs are required in advance. However, In Gas Direct may refund such costs at the discretion of management and will be done so only upon completion of warranty claim investigation. The warranties and remedies are conditioned upon (a) proper storage, installation, use, operation, and maintenance of Products, (b) Customer keeping accurate and complete records of operation and maintenance during the warranty period and providing In Gas Direct access to those records, and (c) modification or repair of Products or Services only as authorized by In Gas Direct in writing. Failure to meet any such conditions renders the warranty null and void. In Gas Direct is not responsible for normal wear and tear.
- -These warranties are the exclusive remedies for all claims based on failure of or defect in Products or Services, regardless of when the failure or defect arises, and whether a claim, however described, is based on contract, warranty, indemnity, tort/extra-contractual liability (including negligence), strict liability or otherwise.
  - -The warranties provided in this section are exclusive and are in lieu of all other warranties, conditions and guarantees whether written, oral, implied or statutory. **NO IMPLIED OR STATUTORY WARRANTY, OR WARRANTY OR CONDITION OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE APPLIES.**
- -Additional terms may apply

### Limitation of Liability:

- In Gas Direct's total cumulative liability for any and all claims arising out of or related to the transaction, whether in contract, warranty, tort, or otherwise, shall not exceed the total amount paid by Customer for the specific Products or services giving rise to such claims.
- Under no circumstances shall In Gas Direct be liable for any incidental, indirect, special, punitive, or consequential damages, including loss of profits, revenue, use, or data, even if advised of the possibility thereof.

### Recovery & Analysis Equipment with On-Site Services

In addition to the general Terms, the following apply specifically to Recovery & Analysis Equipment with On-Site Services:



- The estimate and/or Order Acknowledgement (OA) includes the required number of mobilization/demobilizations for on-site Gas equipment rental, test equipment rental, and gas handling & testing field services only.
- Delays and/or cancellations—including those caused by contractors, scheduling issues, force majeure events, or any cause outside In Gas Direct’s control—are subject to additional time and expense (T&E) charges, service fees, and rental fees.
- Additional labor and expense costs beyond the quoted scope will be billed per T&E rates provided in the estimate and/or OA.
- Equipment rental beyond the duration specified in the estimate and/or OA is subject to additional weekly rental fees. A one-week minimum rental applies.
- A minimum lead time of four (4) to six (6) weeks is required for equipment & service scheduling (unless otherwise agreed to by both parties (i.e. expedited services). Lead times are subject to change. All lead times are confirmed upon issuance of the OA.
- The Customer is responsible for all site-level logistics related to receiving, storing, and returning the equipment. Delays or incomplete returns may result in additional charges.
- In Gas Direct is responsible for shipping logistics & transport services of Gas recovery system and accessories as specifically stated in the estimate unless otherwise specified. Shipping and transportation costs will be billed per the Shipping, Transport & Delivery terms.
- The Customer is liable for any equipment damage occurring between delivery and return, excluding damage caused by In Gas Direct.
- The Customer is responsible for all clearance procedures, lock-out/tag-out, licenses, outage management, and all related costs associated with same.
- The Customer is responsible for providing safe, unobstructed access to the work area, including access to required power supplies and Gas Insulated Equipment (GIE) to be serviced.
- The Customer must supply any special tools, non-standard PPE, power supplies, and on-site environmental, health & safety (EH&S) or orientation training. Additional T&E charges may apply.
- In Gas Direct is not liable for any production loss or costs associated with delays, unscheduled outages, etc.
- Scheduling is contingent upon availability of equipment, personnel, and materials as outlined in the scope of work. Work will not be scheduled until a valid PO is received and an Order Acknowledgement has been issued to Customer.
- In Gas Direct’s total liability is limited to the value of the order. Standard insurance coverage is included; additional insurance is available at added cost.



- Additional terms may apply.

## Rental Equipment

In addition to the general Terms, the following apply specifically to equipment rentals:

- -This document, and any related documents, including, but not limited to, quotes, drawings, forms, etc., transmitted as part of a services, equipment and/or materials quote are confidential and intended solely for the use of the individual or entity to whom they are addressed. No part may be shared without In Gas Direct's express written consent.
- -Pricing is firm and fixed based on the quoted rental duration and defined work scope. A one-week minimum rental applies.
- Estimate includes one mobilization/demobilization, for Gas equipment rental.
- Delays or cancellations due to factors beyond In Gas Direct's control (e.g., contractors, scheduling, force majeure) are subject to additional fees, including rental, transport, and restocking fees.
- Additional rental fees apply for equipment retained beyond the rental period specified in the Order Acknowledgment (OA).
- Service labor, materials, and expenses are not included and may be quoted separately.
- A lead time of four (4) to six (6) weeks is required for rental scheduling unless otherwise agreed to by both parties (i.e. expedited services). Lead time for equipment, materials & parts are subject to change. Expediting fees may be applied. All lead times are confirmed in the OA.
- In Gas Direct's total aggregate liability under or in connection with this Agreement shall be capped at the lesser of (i) the value of the specific order giving rise to the claim or (ii) the amounts paid by Customer in the thirty (30) days preceding the incident.
- In Gas Direct maintains and will provide proof of the following insurance coverage: (i) Commercial General Liability Insurance with limits of \$1,000,000 per occurrence; (ii) Workers' Compensation Insurance as required by applicable law; (iii) Automobile Liability Insurance with limits of \$1,000,000 per occurrence; (iv) Umbrella/Excess Liability Insurance with limits of \$2,000,000; (v) Pollution Liability Insurance with limits of \$1,000,000 per occurrence; and (vi) Transportation Liability Insurance with limits of \$1,000,000 per occurrence. Additional insurance coverage may be provided for an added fee subject to In Gas Direct's written agreement. Upon request, In Gas Direct will provide Certificates of Insurance naming Customer as an additional insured where required by contract.
- On-site services are not included in the contract and will be quoted under separate cover.
- Additional terms may apply as set forth in In Gas Direct's standard terms and conditions, which are incorporated herein by reference and may be updated from time to time.



## Insurance

- Required Coverage: In Gas Direct shall maintain, at its own expense, the following insurance coverage during the term of this Agreement, with all policies containing waivers of subrogation as required by written contract:
  - Commercial General Liability Insurance with limits of not less than \$1,000,000 per occurrence and \$2,000,000 in the aggregate, as well as damage to Rented Premises Insurance no less than \$50,000 per occurrence, Medical Expenses Insurance no less than \$10,000 per person, Personal Advertising Injury Insurance no less than \$1,000,000, and Products Insurance in the aggregate of no less than \$2,000,000;
  - Workers' Compensation Insurance as required by applicable law;
  - Automobile Liability Insurance covering all vehicles with a combined single limit of not less than \$1,000,000 per occurrence;
  - Umbrella/Excess Liability Insurance with limits of not less than \$2,000,000 per occurrence and in the aggregate;
  - Pollution Liability Insurance with limits not less than \$1,000,000 per occurrence; and
  - Transportation Liability Insurance with limits not less than \$1,000,000 per occurrence.
- Policy Requirements: All required insurance policies shall:
  - Be issued by insurance companies with an AM Best rating of A- or better;
  - Name Buyer as an additional insured on the Commercial General Liability and Automobile Liability policies, but only with respect to Buyer's vicarious liability arising out of In Gas Direct's ongoing operations and completed operations for Buyer and to the extent required under a written agreement and only for the project specificized in such agreement. The limit of additional insured coverage shall be the lesser of: (1) those limits required by written contract, or (2) the applicable per claim limit per the insurance policy Declarations;
  - Be primary and non-contributory to any similar insurance maintained by Buyer, but only as specified in a written contract and only for the specific project identified in such contract. Any other insurance maintained by Buyer shall be excess and non-contributory to this insurance; and
  - Include a waiver of subrogation in favor of Buyer (i) for payments made for injury or damage arising out of the insured's work done under a contract with Buyer and (ii) under the Workers' Compensation and Employers Liability insurance policy, but in each case only to the extent required in a written contract and only for the specific project identified in such contract. This waiver applies only to Buyer when required by such written contract.



- -Certificates of Insurance. Upon Buyer's written request, In Gas Direct shall provide certificates of insurance evidencing the insurance coverage required under this Agreement. In Gas Direct shall provide Buyer with thirty (30) days' notice of any material change in, or cancellation of, such insurance coverage; provided, however, that failure to provide such notice shall not constitute a breach of this Agreement or impose any liability on In Gas Direct.

## Confidentiality

- This document and any related documents, including, but not limited to, estimates, drawings, and forms transmitted are confidential and intended solely for the use of the individual or entity to whom they are addressed.
- Disclosure to third parties is strictly prohibited without In Gas Direct's prior written consent. Any unauthorized disclosure shall constitute a material breach of this Agreement, entitling In Gas Direct to immediate injunctive relief and damages, in addition to any other remedies available under local, state and/or federal laws and regulations.

## Disputes & Governing Law

- This Agreement shall be governed by, and construed in accordance with, the laws of the State of Florida, without regard to its conflict of laws principles.
- The parties agree that any legal action or proceeding arising out of or relating to this Agreement shall be brought exclusively in the state or federal courts located in Pasco County, Florida, including the Circuit Court for Pasco County or the United States District Court for the Middle District of Florida, or in such other Florida venue as may be elected by the Purchaser. Each party irrevocably submits to the personal jurisdiction of these courts and waives any objection to venue, including objections based on forum non conveniens or lack of personal jurisdiction.
- The parties further agree that any right to a trial by jury is knowingly, voluntarily, and intentionally waived with respect to any claim or litigation arising out of, under, or relating to this Agreement or the performance of work hereunder.

## Force Majeure

Neither party shall be liable or responsible to the other party, nor be deemed to have defaulted under or breached this Agreement, for any failure or delay in fulfilling or performing any term of this Agreement, when and to the extent such failure or delay is caused by or results from acts or circumstances beyond the reasonable control of the affected party, including, without limitation: (a) acts of God; (b) flood, fire, earthquake, hurricane, tropical storm, or explosion; (c) war, invasion, hostilities (whether war is declared or not), terrorist threats or acts, riot or other civil unrest; (d) government order, law, actions, or restrictions; (e) embargoes or blockades; (f) national or regional emergency; (g) strikes, labor stoppages or slowdowns, or other industrial disturbances; (h) epidemic, pandemic, or other public health emergency; (i) shortage of adequate power or transportation facilities; (j) telecommunication breakdown or power outage; or (k) other similar events beyond the reasonable control of the affected party. The affected party shall give notice within ten (10) days of the Force Majeure event to the other party, stating the period of time the occurrence is expected to continue. The affected party shall use diligent efforts to end the failure or delay and minimize the effects of such Force Majeure event. If the Force Majeure event continues for more than sixty (60) consecutive days, either party may terminate this Agreement upon written notice to the other party.



## Entire Agreement & Modifications

- These Terms, along with the applicable quote, PO, and OA (collectively, the “Agreement”), constitute the entire agreement between the parties regarding the subject matter hereof and supersede all prior or contemporaneous understandings, agreements, negotiations, and communications, whether written or oral. In the event of any conflict between these Terms and any other document forming part of the Agreement, these Terms shall prevail unless explicitly agreed otherwise in writing by an authorized officer of In Gas Direct.
- No oral statements, representations, promises, modifications, or amendments to this Agreement shall be binding upon In Gas Direct unless specifically agreed to in writing and signed by an authorized officer of In Gas Direct. For clarity, only In Gas Direct's President, Chief Executive Officer, or Chief Financial Officer has the authority to modify or amend this Agreement or make any binding representations that vary from these Terms.
- Severability: If any term or provision of this Agreement is invalid, illegal, or unenforceable in any jurisdiction, such invalidity, illegality, or unenforceability shall not affect any other term or provision of this Agreement or invalidate or render unenforceable such term or provision in any other jurisdiction. Upon a determination that any term or provision is invalid, illegal, or unenforceable, the parties shall negotiate in good faith to modify this Agreement to effect the original intent of the parties as closely as possible in order that the transactions contemplated hereby be consummated as originally contemplated to the greatest extent possible.