



SALES ORDER AGREEMENT & TERMS AND CONDITIONS

Effective Date: 6/4/2026

Version: 1.2

SALES ORDER AGREEMENT

1. ACCEPTANCE OF SALES ORDER

Any quotation, proposal, sales order acknowledgment, invoice, or shipment of products by RaDD Network Solutions ("Seller") is expressly conditioned upon Buyer's acceptance of these Sales Order Agreement and Terms & Conditions ("Agreement"). Any additional or different terms proposed by Buyer are expressly rejected unless expressly agreed to in writing by an authorized representative of Seller. Buyer's issuance of a purchase order, acceptance of delivery, payment for goods, or any conduct recognizing the existence of a contract shall constitute acceptance of this Agreement. In the event there are any conflicting terms between this Agreement and any purchase order or other agreement, the terms of this Agreement shall control.

2. ENTIRE AGREEMENT

This Agreement, together with any applicable quotation, proposal, order acknowledgment, invoice, specification sheet, or mutually executed written amendment, constitutes the complete and exclusive agreement between Seller and Buyer and supersedes all prior or contemporaneous oral or written communications, negotiations, representations, or agreements relating to the subject matter herein. No modification, waiver, or amendment shall be binding unless made in writing and signed by an authorized representative of Seller.

3. QUOTATIONS AND PRICING

3.1 Quote Validity

Unless otherwise stated in writing, all quotations issued by Seller are valid until the expiration date listed on the quote.

3.2 Quote Valuation

Quoted pricing is based on then-current availability and may change if available stock levels, supplier pricing, freight, or market conditions change prior to Seller's acceptance of Buyer's order.

3.3 Pricing Adjustments

Prices are subject to change without notice to Buyer prior to Seller's written acceptance of Buyer's order. Seller reserves the right to adjust pricing due to increases in raw material costs, supplier pricing changes, freight or transportation increases, tariffs, duties, governmental charges, currency fluctuations, market shortages, force majeure events, or other commercial factors impacting Seller's costs. If such changes materially affect Seller's costs after order acceptance but prior to shipment of the order, Seller reserves the right to provide revised pricing to Buyer for approval.

3.4 Taxes

Prices do not include sales or other taxes imposed on the sale of goods or services. Taxes now or hereafter imposed upon sales, shipments or services shall be the Buyer's sole responsibility and will be added to the purchase price. Buyer agrees to reimburse Seller for any such tax or provide Seller with an acceptable tax exemption certificate.

4. PAYMENT TERMS

4.1 Standard Terms

Unless otherwise expressly approved in writing by Seller, all orders are subject to payment in full prior to shipment or such other payment terms as Seller may specify in its quotation, invoice, or order acknowledgment. Net 30 payment terms are not automatic and shall apply only if Seller, in its sole discretion, approves Buyer for such terms after review of Buyer's credit application, credit history, payment history, references, and account status. Seller may modify,



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suspend, revoke, or condition any credit terms at any time based on Buyer's creditworthiness, payment performance, or other factors deemed relevant by Seller. Buyer shall pay all amount when due without offset, deduction, recoupment or withholding for any reason.

4.2 Credit Approval

All orders are subject to Seller's credit approval. Seller reserves the right, in its sole discretion, to require full or partial prepayment, deposits, progress payments, letters of credit, personal guarantees, or alternate payment arrangements as a condition of order acceptance or continued performance.

4.3 Late Payments

Past due balances shall accrue interest at one and one-half percent (1.5%) per month or the maximum rate permitted by applicable law, without notice to Buyer. Buyer shall reimburse Seller for all of Seller's collection costs, including reasonable attorneys' fees, court costs, and collection agency fees.

4.4 Credit Card Payments

Seller reserves the right to not accept any payment by credit card. If Seller accepts payments by credit card, Seller reserves the right to charge Buyer a convenience fee for payments made by credit card.

4.5 Suspension Rights

Seller may suspend performance, production, shipment, or delivery for overdue accounts or if Buyer fails to comply with this Agreement.

5. ORDERS AND CHANGES

5.1 Order Acceptance

No order shall be binding upon Seller until accepted in writing or fulfilled through shipment.

5.2 Order Changes

Buyer-requested changes, including modifications to quantities, specifications, delivery schedules, or destinations, are subject to Seller approval and may result in revised pricing and lead times.

5.3 Minimum Order Quantities

Seller reserves the right to establish minimum order quantities, minimum order values, packaging requirements, and case or pallet quantities.

6. CANCELLATION AND RETURNS

6.1 Cancellation

All sales are final. No cancellations will be allowed unless expressly approved by Seller in writing. Seller may permit cancellation of standard stocked items prior to shipment in its sole discretion and subject to applicable cancellation fees.

6.2 Return Authorization

Seller may issue an RMA in its sole discretion, including for damaged, defective, or nonconforming goods. Issuance of an RMA does not constitute acceptance of liability or approval of credit.

6.3 Return Conditions

Approved returns must be returned within thirty (30) days of receipt and must be unused, in original packaging, and in resalable condition.

6.4 Restocking Fees

Accepted returns may be subject to restocking fees, inspection charges, repackaging costs, freight charges, and any other costs incurred by Seller in connection with the return. Freight on returned goods shall be prepaid by Buyer unless otherwise agreed.



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7. DELIVERY, SHIPMENT, AND RISK OF LOSS

7.1 Delivery Dates

Any delivery dates provided by Seller are estimates only and are not guaranteed.

7.2 Shipping Terms

Unless otherwise agreed in writing, shipments are FOB Shipping Point and risk of loss transfers to Buyer upon delivery to the carrier.

7.3 Freight

Freight terms may include Prepaid & Add, Collect, Third Party Billing, Delivered Pricing, or FOB Destination arrangements. Seller reserves the right to determine routing and method of shipment unless otherwise agreed in writing.

7.4 Partial Shipments

Seller may make partial shipments and invoice separately.

7.5 Delays

Seller shall not be liable for delays caused by supplier shortages, transportation interruptions, weather events, labor disputes, utility interruptions, government actions, port congestion, pandemics, force majeure events, or any other causes beyond Seller's reasonable control. In the event of any such delay, Seller's time period for delivery or performance shall be extended accordingly. In the event of the impossibility of delivery or performance resulting from any of the aforementioned causes, Seller shall have the right to cancel any order without further liability to Buyer.

7.6 Storage Charges

If Buyer delays shipment or delivery, Seller may store products at Buyer's expense, invoice products upon completion, and charge reasonable storage and handling fees, as determined by Seller in its sole discretion.

8. INSPECTION AND ACCEPTANCE

Buyer shall inspect all products immediately upon receipt. Claims for shortages, shipping damage, incorrect items, or visible defects must be submitted in writing within three (3) business days of delivery. Failure to provide timely notice constitutes acceptance of the products. Concealed damage claims must comply with carrier requirements.

9. LIMITED WARRANTY

9.1 Product Warranty

Seller warrants that products sold by Seller shall be free from material defects in workmanship under normal and proper use for a period of one year (365 days) from the date of shipment unless otherwise specified in writing.

9.2 Exclusive Remedy

Buyer shall give Seller written notice of any alleged defect within the warranty period. Buyer may be required to return to Seller all products that are alleged to be defective and covered by Seller's warranty herein for Seller's inspection. No warranty claim shall be accepted by Seller unless Seller has received and inspected the products and determined, in Seller's sole discretion, that such products are defective and covered by Seller's warranty. Costs of freight or shipping back to Seller will be the responsibility of the Buyer. Seller's sole obligation and Buyer's exclusive remedy shall be limited, at Seller's option, to repair, replacement, or credit for the defective product. For products manufactured by third parties, Seller's warranty obligations are limited to passing through to Buyer any manufacturer warranty actually made available to Seller, to the extent transferable. Seller does not independently manufacture, test, or warrant third-party products except as expressly stated in writing.

9.3 Warranty Exclusions



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This warranty does not apply to products subjected to improper installation, misuse, abuse, negligence, unauthorized modifications, improper storage, normal wear and tear, environmental conditions, third-party damage, acts of God, or any other conditions outside Seller's reasonable control.

9.4 Disclaimer of Warranties

EXCEPT AS EXPRESSLY PROVIDED HEREIN, SELLER DISCLAIMS ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND NON-INFRINGEMENT.

10. LIMITATION OF LIABILITY; EXCLUSION OF DAMAGES

TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, SELLER'S TOTAL LIABILITY ARISING OUT OF OR RELATING TO ANY ORDER, QUOTATION, AGREEMENT, PRODUCTS, SERVICES, DELAY, NON-DELIVERY, DEFECT, NONCONFORMITY, WARRANTY CLAIM, COMPLIANCE CLAIM, OR ANY ACT OR OMISSION OF SELLER SHALL BE LIMITED TO THE LESSER OF: (A) THE PURCHASE PRICE ACTUALLY PAID TO SELLER FOR THE SPECIFIC PRODUCTS OR SERVICES GIVING RISE TO THE CLAIM; OR (B) THE REPAIR, REPLACEMENT, OR REFUND VALUE OF SUCH SPECIFIC PRODUCTS OR SERVICES, AT SELLER'S SOLE OPTION.

IN NO EVENT SHALL SELLER BE LIABLE FOR ANY INCIDENTAL, CONSEQUENTIAL, INDIRECT, SPECIAL, EXEMPLARY, PUNITIVE, CONTINGENT, LIQUIDATED, OR DELAY DAMAGES OF ANY KIND, WHETHER ARISING UNDER CONTRACT, WARRANTY, TORT, NEGLIGENCE, STRICT LIABILITY, STATUTE, INDEMNITY, EQUITY, OR ANY OTHER LEGAL THEORY, EVEN IF SELLER HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

WITHOUT LIMITING THE FOREGOING, SELLER SHALL NOT BE LIABLE FOR LOSS OF PROFITS, LOSS OF REVENUE, LOSS OF BUSINESS, LOSS OF GOODWILL, LOSS OF ANTICIPATED SAVINGS, LOSS OF USE, LOSS OF DATA, COST OF CAPITAL, COST OF SUBSTITUTE GOODS OR SERVICES, DOWNTIME, SHUTDOWN OR SLOWDOWN COSTS, PROJECT DELAYS, LABOR COSTS, REMOVAL COSTS, INSTALLATION OR REINSTALLATION COSTS, TESTING COSTS, INSPECTION COSTS, RECALL COSTS, PENALTIES, FINES, LIQUIDATED DAMAGES, GRANT OR FUNDING DISALLOWANCE, DOMESTIC PREFERENCE OR COMPLIANCE-RELATED LOSSES, OR CLAIMS OF BUYER'S CUSTOMERS, END USERS, CONTRACTORS, GOVERNMENTAL AUTHORITIES, OR OTHER THIRD PARTIES.

BUYER ACKNOWLEDGES THAT THE PRICING, TERMS, AND CONDITIONS OFFERED BY SELLER ARE BASED UPON THIS ALLOCATION OF RISK, AND THAT SELLER WOULD NOT HAVE ENTERED INTO THE TRANSACTION OR PROVIDED THE PRODUCTS OR SERVICES AT THE STATED PRICE WITHOUT THE LIMITATIONS AND EXCLUSIONS SET FORTH HEREIN. THE LIMITATIONS IN THIS SECTION SHALL APPLY NOTWITHSTANDING ANY FAILURE OF ESSENTIAL PURPOSE OF ANY LIMITED REMEDY AND SHALL SURVIVE ACCEPTANCE, DELIVERY, INSTALLATION, PAYMENT, TERMINATION, CANCELLATION, OR EXPIRATION OF ANY AGREEMENT BETWEEN THE PARTIES.

11. FORCE MAJEURE

Seller shall not be liable for any failure or delay in performance caused by circumstances beyond its reasonable control, including but not limited to natural disasters, fire, flood, pandemic, epidemic, labor shortages, war, terrorism, government action, supply chain disruptions, transportation delays, material shortages, utility failures, or similar events. During any force majeure event, Seller may allocate available inventory among customers in its sole discretion.

12. COMPLIANCE WITH LAWS

Buyer shall comply with all applicable federal, state, and local laws and regulations relating to the use, installation, resale, export, or operation of the products. Buyer shall not export or re-export products in violation of applicable export laws or sanctions regulations.

13. INTELLECTUAL PROPERTY

All drawings, specifications, designs, technical information, quotations, and documentation provided by Seller shall remain confidential and proprietary information. No intellectual property rights are transferred except as expressly stated in writing.

14. CONFIDENTIALITY

Any confidential or proprietary information disclosed by Seller shall remain confidential and shall not be disclosed to third parties without Seller's prior written consent.

15. ASSIGNMENT



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Buyer may not assign or transfer its rights or obligations under this Agreement without Seller's prior written consent. Any attempted assignment without Seller's prior written consent shall be void.

16. GOVERNING LAW AND VENUE

This Agreement shall be governed by and construed in accordance with the laws of the State of Wisconsin, without regard to conflict of law principles. Any legal action arising from this Agreement shall be brought exclusively in the state or federal courts located in Brown County, Wisconsin. Buyer consents to the jurisdiction and venue of such courts.

17. SEVERABILITY

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

18. WAIVER

Failure by Seller to enforce any provision of this Agreement shall not constitute a waiver of such provision or any other rights.

19. NO THIRD-PARTY BENEFICIARIES

This Agreement is intended solely for the benefit of Seller and Buyer and does not create any rights in any third party.

20. ACCEPTANCE OF TERMS

Buyer acknowledges and agrees that placement of an order, acceptance of products, or payment of any invoice constitutes acceptance of these Terms & Conditions.

21. PRODUCT COMPLIANCE

Buyer acknowledges that certain products may be subject to telecommunications, utility, infrastructure, or broadband regulations. Buyer is solely responsible for ensuring compliance with all project-specific requirements.

22. BUY AMERICA / BABA DISCLAIMER

Unless expressly agreed to in a separate writing signed by an authorized representative of Seller prior to order acceptance, Seller does not represent or warrant compliance with Buy America requirements, the Buy American Act, Build America Buy America ("BABA") requirements, or other domestic preference requirements. Any request for certification must be submitted and approved in writing prior to order placement.

23. VENDOR COMPLIANCE REPRESENTATIONS; RELIANCE; LIMITATION OF SELLER LIABILITY

Seller may resell or supply products represented by a manufacturer, vendor, supplier, distributor, or other upstream source as compliant with the Buy American Act, Buy America, Build America, Buy America Act, "BABA," BEAD Program requirements, or similar domestic preference requirements.

Buyer acknowledges that Seller may reasonably rely on such upstream representations, certifications, product literature, country-of-origin information, or other documentation, and Seller does not independently verify, audit, test, or certify such compliance unless expressly agreed in writing by an authorized officer of Seller.

If a product is later determined not to comply with any such requirement despite being represented by an upstream source as compliant, Seller shall not be liable for any penalties, grant disallowance, project delays, removal or replacement costs, lost profits, consequential damages, incidental damages, or other losses arising from such noncompliance, except to the extent finally determined by a court of competent jurisdiction that Seller knowingly made a false written certification directly to Buyer.

Buyer's sole remedy shall be limited to any remedy actually made available to Seller by the applicable upstream source, and Seller's total liability shall not exceed the amount paid by Buyer for the specific noncompliant product.

24. CUSTOM PRODUCTS



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Custom-manufactured or private-labeled products may require extended lead times, deposits, and supplier minimums. Artwork, branding, and specifications approved by Buyer shall be deemed final. These products will not be subject to cancellations or returns.

25. STORAGE AND INVENTORY HOLD PROGRAMS

If Seller agrees to hold inventory for Buyer, Buyer shall remain obligated to purchase such inventory and pay any applicable storage fees as determined by Seller. Seller reserves the right to invoice products as products become available.

26. BUYER INDEMNIFICATION

Buyer shall defend, indemnify, and hold harmless Seller and its officers, directors, employees, agents, suppliers, and affiliates from and against any and all causes of action, claims, damages, losses, liabilities, penalties, costs, and expenses, including reasonable attorneys' fees, arising out of or relating to Buyer's selection, installation, use, resale, modification, storage, handling, or incorporation of products; Buyer's breach of this Agreement; Buyer's failure to comply with applicable laws, project specifications, grant requirements, domestic preference requirements, or end-customer requirements; or any claims asserted by Buyer's customers, contractors, end users, governmental authorities, or other third parties, except to the extent caused by Seller's gross negligence or willful misconduct.



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