



Terms and Conditions of Sale

These Terms and Conditions ("Terms") apply to all quotations, proposals, orders, and agreements for the sale of products and services by **Blackhawk Technologies LLC** ("Blackhawk") to the purchasing entity ("Customer"). These Terms take precedence over any previous agreements or understandings, whether oral or written, and override any conflicting terms found in Customer's documents, including purchase orders, contracts, or acknowledgments. Modifications to these Terms must be made in writing and signed by authorized representatives from both parties.

Acknowledgment of an order by Blackhawk does not signify acceptance of any conflicting terms included by Customer. Pricing, timelines, and project scope are subject to adjustment due to labor shortages, supply chain interruptions, material surcharges, or protocols related to public health emergencies. This includes any additional costs resulting from tariffs or government-imposed fees on imported goods.

1. Definitions

"Blackhawk" refers to **Blackhawk Technologies LLC**, or any related entity identified in the proposal or agreement. "Customer" refers to the individual or entity purchasing goods or services from Blackhawk. "Work" collectively refers to the goods and/or services provided under these Terms.

2. Pricing and Taxes

Unless explicitly agreed otherwise, prices exclude all applicable federal, state, or local taxes. Customer is responsible for all applicable taxes unless a valid exemption certificate is provided. Prices may be corrected for clerical or mathematical errors and do not include costs for specialized packaging unless noted.

3. Delivery and Performance

Estimated delivery and service dates are not guaranteed. Blackhawk will make reasonable efforts to meet such dates but is not liable for delays caused by uncontrollable factors, including material shortages, strikes, weather, or pandemics. Acceptance of Work is assumed unless written notice of rejection is received within seven (7) days. Blackhawk may pause its services if Customer fails to meet obligations.

4. Material Availability and Title Transfer

If materials become unavailable for reasons beyond Blackhawk's control, delivery timelines will be extended or materials substituted. Title transfers to Customer once payment is made in full; risk of loss passes upon shipment.

5. Scope of Work

Work is priced based on regular labor hours. Unless stated, tasks such as painting, patching, or installing "in-line" devices (e.g., valves, dampers) are excluded or must be completed by others under Blackhawk's direction. Customer must provide on-site utilities without cost to Blackhawk. Back charges require prior written approval.

6. Payment Terms

Blackhawk may invoice monthly based on materials delivered and work performed. Payment terms are net 30 days unless otherwise agreed. A 1.5% monthly interest (or

the highest lawful rate) applies to late payments. Blackhawk reserves the right to suspend or cancel services for unpaid accounts.

7. Cancellations and Changes

If Customer cancels an order, they will be charged the greater of 25% of the contract value or actual costs incurred by Blackhawk, including a reasonable profit margin. Changes to orders must be agreed upon in writing. Upon a change request, Blackhawk will issue a revised quote including any pricing or schedule impacts.

8. Limited Warranty

Blackhawk warrants its manufactured equipment against material or workmanship defects for one (1) year from delivery or installation (if installed by Blackhawk). Services are warranted for ninety (90) days from performance. Remedies are limited to repair, replacement, or re-performance at Blackhawk's discretion. Third-party products are covered only to the extent of the original manufacturer's warranty. Warranty does not cover misuse, unauthorized modifications, or damage from external causes. Labor or access costs for warranty work are excluded.
NO OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, APPLY.

9. Legal Compliance

Blackhawk will comply with all applicable laws and will obtain any temporary licenses needed for work performance. Permanent permits are the Customer's responsibility.

10. Limitation of Liability

Blackhawk shall not be liable for indirect, special, incidental, or consequential damages, including loss of profits or production. Blackhawk's total liability is limited to the contract value of the specific goods or services giving rise to the claim.

11. Hazardous Materials Exclusion

Unless explicitly agreed upon, Blackhawk is not responsible for handling hazardous substances (e.g., asbestos, PCBs). Any contractual language suggesting otherwise will not compel Blackhawk to perform such work without express written consent.

12. Workplace Safety

Both parties agree to notify each other immediately regarding any inspections or violations related to OSHA that may impact the project or site.

13. Governing Law and Arbitration

This agreement shall be governed by the laws of the state where the project is located, excluding conflict-of-law rules. Disputes shall be resolved by binding arbitration under the rules of the American Arbitration Association (AAA), conducted in Asheville, North Carolina. Arbitration costs, including attorneys' fees and expert fees, may be awarded to the prevailing party.

14. Indemnification

Blackhawk agrees to indemnify Customer from third-party claims only to the extent they arise from Blackhawk's own negligence or willful misconduct.

15. Insurance

Blackhawk shall maintain standard insurance coverage. Customer will not be added as an additional insured, and subrogation rights will not be waived. Proof of insurance will be provided upon request, including cancellation notices with 30 days' advance warning.

16. Entire Agreement and Assignment

These Terms constitute the full agreement and supersede all prior communications. No changes are valid unless signed by an authorized representative of Blackhawk. Blackhawk is not bound by terms of third-party contracts unless expressly agreed in writing. Invalid provisions will not affect the enforceability of the remainder. Assignments by the Customer require written approval by Blackhawk.

17. Equal Opportunity Compliance

Both parties agree to comply with applicable federal regulations regarding equal employment opportunity, affirmative action, and non-discrimination, as outlined in 41 CFR §§ 60-1.4(a), 60-300.5(a), 60-741.5(a), and 29 CFR Part 471, Appendix A.