



CONFIDENTIAL TERMS AND CONDITIONS

SUPPORT AND SERVICE Sunway Inc., dba Stratis Industries (Stratis), takes pride in our Customer Service and our excellent Support Tools. In order for us to provide this excellent support and service, our trained staff will be available to answer all questions and assist you. Our Customer Service Center is available at 1-800-969-9708 or 715-598-9020, Monday – Friday, 8:00 am to 4:30 pm CST, or Fax at 715-598-9022, or E-mail CustCare@StratisIndustries.com. For additional information and support tools Online, visit us at: www.StratisIndustries.com. Below you will find additional information and procedures for ordering, shipping, support, and service.

ORDERING PROCEDURES

TO PLACE AN ORDER There are several easy methods for placing orders with Stratis Industries. Orders may be placed via E-mail at Orders@StratisIndustries.com, phone at 800-969-9708 (715-598-9020), website (where applicable), or Fax at 715-598-9022. When ordering via E-mail you may use your own Purchase Order form. All Stratis terms and conditions will apply when using your own Purchase Order form. Upon receipt of order, a confirmation will be returned to sender. Upon approval of order, Stratis will send you an order acknowledgement.

BACKORDERS Backorders are priced at the time of the original order. You will be notified of any items that are backordered. Normal shipping terms shall apply to backorders.

PRICE CHANGES All products are subject to price changes without notice. We will do our best to give you advanced notice. An order acknowledgement will be sent for any orders with price discrepancies.

ORDER ACKNOWLEDGEMENT Order acknowledgements will be sent via fax or e-mail. These are automatically sent on all orders.

TERMS An open account must be approved by Stratis. Upon approval, your terms will be established for your account. Please pay from invoice. Invoices are payable within the established terms. Accounts that are 15 days past due will be put on hold until a current status is retained. Past due invoices may be subject to finance charges, collection fees, and attorney/court expenses. Stratis also accepts credit cards (Visa, MasterCard, and American Express), wire transfer, and ACH. All shipments are FOB Factory unless otherwise specified. Stratis reserves the right to put orders on “hold” for any account with an outstanding balance.

TAXES Unless otherwise specified, the purchase price does not include sales, use, excise, or similar taxes and such taxes shall be paid by the Customer. Applicable taxes will be charged unless Customer supplies Stratis with appropriate tax exempt certification.

FREIGHT AND DELIVERY Orders ship F.O.B. Factory unless otherwise specified. Charges will be prepaid and added to invoice total unless otherwise specified. Prepaid freight programs: these programs may apply from time to time and will ship freight prepaid. (GROUND SHIPMENTS ONLY TO 48 CONTIGUOUS STATES). Stratis will drop ship orders for customers. A drop ship charge may apply. Orders ship via UPS/FedEx/Spree-Dee and common carrier, ground service, unless otherwise specified. Air shipments may be arranged if specified by customer. If no carrier is specified, Stratis will use its own discretion.

If additional services (ex. Lift gate, inside delivery, hazardous materials, etc.) are required on shipments, additional charges will apply. These charges may be added to invoice or invoiced separately. Upon request for a freight quote, please notify Stratis of any additional services needed for delivery. Freight charges provided by Stratis on quotes are estimates.

For shipments within the continental US, Buyer acknowledges that once Stratis delivers goods to the carrier, title to the goods and risk of loss will pass to Buyer, and customer is responsible for seeking appropriate recourse against the carrier, which shall be customer’s sole recourse for goods damaged in transit (refer to Damage Policy below).

For product lead times, refer to terms stated on Price Lists or Quotes. Lead times may vary on custom orders or large quantity orders. You will be notified of any delays in shipping. Although Stratis shall make every effort to meet delivery dates; delivery dates are approximate, and Stratis shall not be liable for any loss or expense incurred by Customer in the event products are not delivered to Customer on a scheduled delivery date.

For shipments to Canada, Hawaii, Alaska, and Foreign Countries contact the Stratis Customer Care Center for information and quotes.

RETURN POLICY Stratis Industries will accept returns within 30 days. **All goods are subject to a minimum 30% restocking charge.** No returns will be accepted after 30 days from invoice date. Returned goods will not be accepted without prior written authorization from Stratis. Return Merchandise Authorizations (RMA#) will be issued by Stratis and must be visible on returned merchandise. All returned goods must be in original cartons and must have proper inner packing (goods should arrive at Stratis Industries in “like new” condition). RMA# will be valid for 30 days from issuance. Any products returned after this 30 day grace period will not be accepted and will be returned to customer at their expense. Unauthorized returns will be handled at customer's expense. If an error is made regarding your order by Stratis, we will take responsibility for return shipping fees and the original shipping fees where applicable. On customer order errors or defective merchandise, customer will be responsible for return shipping. Customer will be invoiced for all merchandise. Once merchandise is returned and accepted, a Credit Memo, or chargeback, will be issued to your account. Replacement merchandise will be invoiced at original amount (where applicable). All returns are subject to inspection and rejection. Stratis reserves the right to repair or replace defective or damaged merchandise. Custom, private label and special order items are not returnable. Contact Stratis' Customer Care Center prior to shipment for proper procedures and authorizations. Phone: 1-800-969-9708 E-mail: CustCare@StratisIndustries.com

DAMAGE POLICY All goods are carefully inspected prior to shipment. All goods should be thoroughly inspected upon receipt and prior to signing receipt. **Please notate any visible damage on the bill of lading or delivery receipt, with the driver, immediately.** If your order is shipped FOB factory, you will be responsible for notifying carrier of loss or damaged goods and making the appropriate claim(s) to the carrier. For common carrier claims, the carrier requires the recipient of the merchandise to file claims and receive reimbursement. Stratis Industries cannot file the claim and therefore cannot issue credit to your account. Call and file a claim with the carrier in order to receive reimbursement. Contact Stratis if further documentation is needed for resolution. Hold shipment for carrier inspection. If you sign a receipt for a shipment without notating problems or discrepancies, Stratis and the carrier are relieved of further responsibility. If you believe Stratis is at fault or there is concealed damage, you should file a claim with our Customer Service Center within 2 business days of delivery. Photos of damage are required. Customer waives right to place claim against Stratis if filed after 15 days of receipt of shipment. After notifying carrier, contact Stratis for replacement or repair of product or parts and for determination on return of damaged goods. Stratis reserves the right to repair or replace defective or damaged merchandise. Failure to follow these procedures may result in forfeiture of monies due to you.

CANCELLATION POLICY No order accepted by Stratis may be cancelled or altered by Customer within 20 business days prior to any scheduled ship date. At our sole discretion, it may grant Customer the ability to cancel or modify the order, but in that event, Stratis shall be entitled to impose reasonable material, labor, storage, and cancellation fees. Special order, custom, and private label goods are not cancellable (including any items not ordinarily stocked by Stratis)

WARRANTY LIMITATIONS AND EXCLUSIONS Each product sold by Stratis is associated with its own Limited Warranty specifications. Stratis warrants to the original Customer that it will replace or repair products, at its sole discretion, that are defective in material or workmanship under normal use and service. Unless otherwise specified in applicable warranty, the Customer is responsible for all freight and labor charges associated with the warranted item. (Refer to Limited Warranty for additional Disclaimers, Limitations, and Exclusions).

OTHER These Terms and Conditions together with the Sales Order, is the full, final, and integrated contract between Stratis and the Customer and supersedes all prior discussions or understanding regarding the products and services provided. No other Terms and Conditions supplied by Customer will supersede or amend this contract, unless a specifically signed document that clearly states which Terms and Conditions are to be replaced is signed by an authorized officer of Stratis. These Terms and Conditions are part of every Quote, Purchase Order received, Sales Order, and Warranty for Stratis products or services as if fully rewritten therein. The contract shall be governed by the laws of the State of Wisconsin without reference to its conflict of law's provisions. Customer expressly consents to the exclusive jurisdiction of the State and Federal courts of Wisconsin to resolve any dispute arising under this agreement or relating in any way to the product(s) or service(s) provided by Stratis, and hereby waive any jurisdictional or venue related defense associated with a proceeding brought in the State or Federal courts of Wisconsin.

FORCE MAJEURE Neither Customer nor Stratis will be liable nor in breach of its obligations under this contract (except the obligation to make payments when due) to the extent such performance is delayed or prevented due to causes beyond such party's reasonable control, including but not limited to Acts of God, terrorism, war, pandemic, material shortages; acts (or omissions) of the other party or its contractors, suppliers, employee or agents; acts of government, labor disputes, or transportation shortages.

CONFIDENTIAL: Effective June 2020

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