NEXUS

NEXUS INDUSTRIAL GROUP, LLC
10601 Clarence Dr, Ste 250
Frisco, TX 75033 · USA
713.282.7440 · nexusindgroup.com

TERMS AND CONDITIONS OF SALE.

STANDARD TERMS · GOODS AND MATERIALS

DOC NO.	VERSION	STATUS
NXS-LEGAL-TCS	1.0 · 2026	Draft for counsel review

These Terms apply to all sales of Goods by Nexus Industrial Group, LLC, a Texas limited liability company. They are referenced on every Nexus quotation, order acknowledgment, and invoice and are available at nexusindgroup.com.

01
SECTION

APPLICABILITY

These Standard Terms and Conditions of Sale ("Terms") apply to every quotation, order acknowledgment, invoice, and sale of products, materials, parts, and related services ("Goods") by Nexus Industrial Group, LLC ("Nexus") to the purchaser ("Buyer"). Together with the applicable quotation or order acknowledgment, these Terms are the entire agreement for each sale.

Nexus objects to any additional or different terms in Buyer's purchase order, request for quotation, or other document. Those terms do not apply unless Nexus accepts them in a writing signed by an authorized Nexus representative. Buyer's acceptance of delivery confirms acceptance of these Terms.

02
SECTION

DEFINITIONS

GOODS	The products, materials, parts, and incidental services identified in the applicable quotation or order acknowledgment.
ORDER	A purchase order or other written request from Buyer to buy Goods, once accepted by Nexus.

ORDER ACKNOWLEDGMENT	The written confirmation Nexus issues on accepting an Order, stating Goods, quantities, prices, and delivery dates.
SPECIFICATIONS	The drawings, grades, dimensions, tolerances, and technical requirements stated or referenced in the order acknowledgment.

03 SECTION — QUOTATIONS AND ORDERS

Quotations are valid for thirty (30) days from issue unless the quotation states otherwise, and may be withdrawn or revised by Nexus before acceptance of an Order. Quotations are based on the quantities, Specifications, and delivery schedule stated in them.

An Order is binding only when Nexus issues an order acknowledgment or ships the Goods. Nexus may decline any Order, including for credit reasons. Buyer may change an accepted Order only with Nexus's written agreement, and Nexus may adjust price and delivery dates to reflect the change.

04 SECTION — PRICES

Prices are stated in U.S. dollars and are those in the order acknowledgment. Unless stated otherwise, prices exclude freight, packaging beyond Nexus's standard, insurance, testing or certification beyond standard mill or manufacturer documentation, and expediting.

Where Goods include steel, alloys, or other commodity materials, Nexus may adjust prices for documented changes in material cost, mill surcharges, tariffs, or duties that take effect between acknowledgment and shipment. Nexus will notify Buyer of any adjustment before shipment.

05 SECTION — PAYMENT TERMS

Payment is due thirty (30) days from the invoice date (Net 30), subject to approval of Buyer's credit application. Nexus may require payment in advance, a deposit, or a letter of credit for new accounts, special-order Goods, or where Buyer's credit standing changes.

Overdue amounts accrue a late charge of 1.5% per month or the maximum rate allowed by law, whichever is lower. Buyer will reimburse Nexus's reasonable collection costs, including attorneys' fees. Nexus may suspend shipments while any amount is past due. Buyer may not withhold or set off payment against amounts Buyer claims from Nexus.

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SECTION

TAXES

Prices exclude sales, use, excise, and similar taxes. Buyer will pay all such taxes or provide a valid exemption or resale certificate before shipment. Nexus is responsible only for taxes on its own income.

07

SECTION

DELIVERY

Unless the order acknowledgment states otherwise, Goods are delivered FCA Nexus's or its supplier's shipping point (Incoterms 2020). Nexus will select the carrier and method of shipment unless Buyer gives written routing instructions with its Order.

Delivery dates are estimates. Nexus will make reasonable efforts to meet them but is not liable for delay. Nexus may make partial shipments and invoice each separately. If Buyer fails to accept delivery, Nexus may store the Goods at Buyer's risk and expense and invoice them as delivered.

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SECTION

TITLE AND RISK OF LOSS

Risk of loss passes to Buyer on delivery to the carrier at the shipping point. Title passes to Buyer on full payment. Buyer will file freight claims for loss or damage in transit directly with the carrier, and Nexus will provide reasonable assistance.

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SECTION

INSPECTION AND ACCEPTANCE

Buyer will inspect Goods within ten (10) days of receipt. Claims for shortage, incorrect Goods, or visible damage or nonconformity must be made in writing within that period, with the order number, heat or lot number where applicable, and supporting photographs or documentation. Goods not rejected in writing within that period are accepted.

Buyer will hold rejected Goods for Nexus's inspection and will not process, alter, or return them without Nexus's written return authorization.

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SECTION

RETURNS AND CANCELLATION

Goods may be returned only with a Nexus return material authorization (RMA). Returns of conforming stock Goods may be subject to a restocking charge of up to 25% plus freight. Goods cut, processed, or manufactured to Buyer's Specifications, special-order Goods, and Goods that have been used or altered are not returnable.

Buyer may cancel an accepted Order only with Nexus's written consent. Buyer will pay for Goods completed or shipped before cancellation, work in process, non-cancellable materials purchased for the Order, and any supplier cancellation charges.

11 SECTION — SPECIFICATIONS AND DOCUMENTATION

Goods will conform to the Specifications in the order acknowledgment within the applicable industry tolerances for the product, including ASTM, ASME, API, or other standards stated. Where Goods are supplied with mill test reports or certificates of conformance, those documents are provided as issued by the mill or manufacturer.

Buyer is responsible for the suitability of the Goods and Specifications for Buyer's intended use, including selection of grade, size, and finish, unless Nexus has expressly agreed in writing to a fitness-for-purpose requirement.

12 SECTION — LIMITED WARRANTY

Nexus warrants that, at delivery, the Goods will conform to the Specifications and be free from defects in material and workmanship. This warranty applies to claims made in writing within twelve (12) months of delivery and does not cover normal wear, corrosion, improper storage, handling, installation, or use, modification by anyone other than Nexus, or designs and materials furnished by Buyer.

Where Goods are manufactured by a third party, Nexus will pass through the manufacturer's warranty to Buyer to the extent permitted. Nexus's sole obligation and Buyer's exclusive remedy for breach of warranty is, at Nexus's option, repair, replacement, or credit of the purchase price of the nonconforming Goods.

13 SECTION — DISCLAIMER

EXCEPT AS STATED IN SECTION 12, NEXUS MAKES NO WARRANTY OF ANY KIND, EXPRESS OR IMPLIED, INCLUDING ANY IMPLIED WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR ARISING FROM COURSE OF DEALING OR USAGE OF TRADE.

14 SECTION — LIMITATION OF LIABILITY

NEXUS IS NOT LIABLE FOR ANY INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL, OR PUNITIVE DAMAGES, INCLUDING LOST PROFITS, LOSS OF PRODUCTION, DOWNTIME, OR COST OF REMOVAL OR REINSTALLATION, HOWEVER CAUSED. NEXUS'S TOTAL LIABILITY ARISING FROM ANY ORDER WILL NOT EXCEED THE PRICE PAID FOR THE GOODS GIVING RISE TO THE CLAIM.

Any claim against Nexus must be brought within one (1) year after the cause of action accrues.

15 SECTION — BUYER-FURNISHED DESIGNS AND INDEMNITY

Where Nexus manufactures or sources Goods to Buyer's drawings, designs, or Specifications, Buyer warrants that they do not infringe any third party's rights and will defend, indemnify, and hold Nexus harmless from claims, losses, and costs arising from them, or from Buyer's use, processing, or resale of the Goods.

16 SECTION — SECURITY INTEREST

To secure payment, Buyer grants Nexus a purchase-money security interest in the Goods and their proceeds until paid in full. Buyer authorizes Nexus to file financing statements and take other steps needed to perfect that interest.

17 SECTION — FORCE MAJEURE

Nexus is not liable for delay or failure to perform caused by events beyond its reasonable control, including acts of God, severe weather, fire, flood, epidemic, war, terrorism, government action, tariffs or trade restrictions, labor disputes, mill or supplier allocation or shortage, and transportation disruption. Nexus may extend delivery dates or allocate available Goods among its customers during such an event.

18 SECTION — COMPLIANCE AND EXPORT

Each party will comply with laws applicable to its performance. Buyer will not export, re-export, or transfer Goods in violation of U.S. export control or sanctions laws, and is responsible for any licenses required for Buyer's export of the Goods.

19 SECTION — CONFIDENTIALITY

Pricing, quotations, drawings, and other non-public information Nexus provides are confidential. Buyer will use them only to evaluate and buy Goods from Nexus and will not disclose them without Nexus's written consent.

20 SECTION — DEFAULT

If Buyer fails to pay when due, breaches these Terms, becomes insolvent, or makes an assignment for the benefit of creditors, Nexus may, in addition to its other remedies, cancel or suspend open Orders, stop Goods in transit, declare all amounts owed

immediately due, and require advance payment for future shipments.

21 SECTION — GOVERNING LAW AND VENUE

These Terms and each sale are governed by the laws of the State of Texas, including the Texas Business and Commerce Code, without regard to conflict-of-laws rules. The United Nations Convention on Contracts for the International Sale of Goods does not apply. The parties submit to the exclusive jurisdiction of the state and federal courts located in Harris County, Texas.

22 SECTION — GENERAL

Buyer may not assign an Order without Nexus's written consent. Failure to enforce a provision is not a waiver. If a provision is held unenforceable, the remainder stays in effect. Notices must be in writing to the addresses in the order acknowledgment. Sections 5, 8, and 12 through 22 survive completion or cancellation of an Order. Nexus may update these Terms from time to time; the version in effect on the order acknowledgment date applies.