



## Terms and Conditions of Sale

All goods and/or services that Sparkstone Electrical Group and/or any of its affiliated companies (individually or collectively, "Seller") may provide to you ("Buyer") are subject to the general terms and conditions listed below ("Seller's Terms"). Any accompanying or applicable quotation, confirmation of sale, and/or invoice of Seller (individually or collectively, the "Sales Confirmation" and, together with Seller's Terms the "Sales Agreement") comprise the entire agreement between Seller and Buyer, and supersede all prior or contemporaneous communications, understandings, agreements, negotiations, representations and warranties, both written and oral. For good and valuable consideration, Buyer agrees as follows:

### 1. Order Terms

Terms and conditions hereof shall apply to all orders placed by Buyer in lieu of any terms and conditions in Buyer's purchase orders. SELLER'S TERMS SHALL PREVAIL OVER ANY TERMS AND CONDITIONS, GENERAL OR SPECIFIC, WRITTEN OR ORAL, THAT BUYER MAY SET FORTH AS PART OF ITS PURCHASE OF ANY GOODS AND/OR SERVICES FROM SELLER EITHER IN A PURCHASE ORDER OR OTHERWISE. IF BUYER'S PURCHASE ORDER SETS FORTH ANY TERMS AND CONDITIONS THAT DIFFER FROM, OR ARE IN ADDITION TO, SELLER'S TERMS; SUCH DIFFERING OR ADDITIONAL TERMS AND CONDITIONS IN BUYER'S PURCHASE ORDER ARE EXPRESSLY REJECTED. Should unknown conditions be a variance with the conditions indicated by the Sales Agreement, or should unknown physical conditions, or concealed or unknown conditions of an unusual nature, differing materially from those ordinarily encountered and generally recognized as inherent in work of the character provided for in this Sales Agreement be encountered, the prices shall be equitably adjusted by change order upon a claim by either party made within twenty (20) days after the first observance of the conditions.

### 2. Prices and Taxes

- 2.1 Prices quoted are predicated on payment made by check, ACH, or wire transfer and are exclusive of taxes, freight, and merchant fees (if applicable and allowed under applicable law), unless otherwise noted in writing, and are valid for thirty (30) days from date of quote issuance unless otherwise published on Seller's quote.
- 2.2 All clerical errors are subject to correction. Seller determines the date of quote issuance, based on project factors, including whether: (a) the order is released to manufacturing with complete engineering details; (b) approvals of all goods meet the quoted lead times; and (c) drawings are returned within ten (10) business days from the date of initial submittal to the Buyer and are marked as APPROVED or APPROVED AS NOTED.
- 2.3 Re-submittal of drawing packages for any reason outside of Seller error, including end-user or utility delays, does not extend the ten days. Should the Buyer cause any delay that impacts shipment or return of approval drawings, the pricing shall be increased by 1% per month or a fraction thereof up to a maximum of six months from the date of the Buyer's order.
- 2.4 Pricing for orders with any delays in shipment beyond six months of the Buyer's originally quoted lead times may be renegotiated at the Seller's request.
- 2.5 For any order held, delayed, or rescheduled at the request of the Buyer, Seller may, at its sole option, (i) require payment to be based on any reasonable basis, including but not limited to the contract price, and any additional expenses, or cost resulting from such a delay; (ii) store goods at the sole cost and risk of loss of the Buyer; and/or (iii) charge to the Buyer those prices under the applicable price policy. Payment for such price, expenses, and costs, in any such event, shall be due by Buyer within thirty (30) days from the date of Seller's invoice. Any order so held delayed or rescheduled beyond six (6) months (from date of Sales Agreement) may be treated as a Buyer termination.
- 2.6 Prices do not include any federal, state, local, use, sales, excise, value-added or other taxes or tariffs. Buyer is responsible for all taxes or tariffs associated with any order and agrees to indemnify Seller from such expenses. Prices are considered firm at the time Seller issues a written order acceptance to Buyer. Should any raw materials, component parts, or whole or partial equipment, used, incorporated, or otherwise supplied by Seller to Buyer, be subject to governmental regulation, tariffs, taxes, or cost increases beyond Seller's control, Seller, at its option, may reprice such goods or services or otherwise impart those regulations, tariffs, taxes, or costs to Buyer.

## Terms and Conditions of Sale

### 3. Payment Terms

Unless otherwise specified by Seller in writing, terms of payment are in United States Dollars due in full within thirty (30) days from the date of invoice. Invoices for any pro-rata payments become due on the date of shipment. Orders greater than five hundred thousand dollars (\$500,000 USD) are subject to milestone payments, as follows:

- (i) upon Seller's receipt of purchase order, twenty percent (20%) of the full purchase order price shall be due;
- (ii) upon Seller's submission of drawings for approval, forty percent (40%) of the full purchase order price shall be due;
- (iii) upon Seller's shipment of the goods, the remaining balance shall be due within thirty (30) days.

All past-due accounts are subject to finance charges at an interest rate the greater of 1.5% per month or the maximum rate allowed by law. Buyer shall indemnify and reimburse Seller for all costs incurred in connection with collecting late payments or prosecuting any other breach by Buyer of this Sales Agreement, including, without limitation, Seller's reasonable attorneys' fees and costs. In addition to all other remedies available under this Sales Agreement or at law (which Seller does not waive by the exercise of any rights hereunder), Seller shall be entitled to suspend, cancel, or otherwise terminate the delivery of any goods and/or performance of any services if Buyer fails to pay any amounts when due hereunder. Acceptance of all orders is subject to the Buyer meeting the Seller's credit requirements. Failure to meet credit requirements may change payment terms. If in the judgment of the Seller, the financial condition of the Buyer does not justify the terms of payment specified, the Seller may require full or partial payment in advance. If Buyer fails to pay the Seller for goods and services, Seller reserves the right to file in its sole discretion any liens, charges, security interests, or similar encumbrances against the applicable property, building, land, or goods and services, and Buyer consents to such filings and registrations. The above payment terms will defer to specific proposal language, where applicable.

### 4. Delivery and Schedule

- 4.1 Dates for delivery, scheduling, and manufacture of goods set out on purchase orders are subject to confirmation by the Seller and until such confirmation may be changed based on approval drawing schedule and existing production capacity. All dates are based on prompt receipt of the required information and the Seller may adjust dates if additional information is required or has not been provided. Unless Seller agrees otherwise in writing, risk of loss shall pass to Buyer upon Seller's making the goods available to Buyer, and Buyer agrees that it has accepted the goods and risk of loss upon such goods being made available by Seller to Buyer and agrees there are no conditions to Buyer's obligation to pay for such goods. Buyer shall pay for the goods pursuant to the terms of the applicable invoices whether or not it takes delivery of the goods. Buyer will not exercise any right of setoff against Seller to reduce the amount Buyer owes to Seller under the applicable invoices. Should Buyer fail to take possession of the goods upon Seller making the goods available to Buyer, Buyer agrees to pay a reasonable monthly inventory storage charge to Seller for the monthly storage of such goods. Shipping dates are approximate and are dependent on prompt receipt of all necessary information from Buyer.
- 4.2 Seller may, in its sole discretion, without liability or penalty, make partial shipment of goods to Buyer. Each shipment will constitute a separate sale, and Buyer shall pay for the units shipped whether such shipment is in whole or partial fulfillment of Buyer's Purchase Order.
- 4.3 Seller shall use reasonable efforts to meet any performance dates to render the services Seller provides to Buyer under this Sales Agreement, and any such dates shall be estimates only. With respect to such services, Buyer shall (i) cooperate with Seller in all matters relating to the services and provide such access to Buyer's premises, and such office accommodation and other facilities as may reasonably be requested by Seller, for the purposes of performing the services; (ii) respond promptly to any request from Seller to provide direction, information, approvals, authorizations, or decisions that are reasonably necessary for Seller to perform the services in accordance with the requirements of this Sales Agreement; (iii) provide such materials or information as Seller may reasonably request and Buyer considers reasonably necessary to carry out the services in a timely manner and ensure that such materials or information are complete and accurate in all material respects; and (iv) obtain and maintain all necessary licenses and consents and comply with all applicable laws in relation to the services before the date on which performance of the services are to start.



## Terms and Conditions of Sale

### 5. Freight

Freight policy will be quoted with one of the following freight terms:

- **FCA – P/S – Frt./Ppd. and Invoiced.** Goods are sold FCA point of shipment, freight prepaid, and invoiced to the Buyer.
- **FCA – P/S – Frt./Ppd. and Allowed.** Goods are delivered FCA point of shipment, freight prepaid, and included in the price.
- **DPU Destination – Frt./Ppd. and Allowed.** At Buyer's option, Seller will deliver the goods DPU (Delivered at Place Unloaded) destination, freight prepaid, and 2% will be added to the net price.

The term "freight prepaid" means that freight charges will be prepaid to the accessible common carrier delivery point nearest the destination for shipments unless noted differently on the quotation. If the Buyer specifies a special method of transportation, type of equipment, routing/rerouting, or delivery requirements, the Buyer shall pay for any special freight and handling charges. When freight is included in the price, no special allowance will be made instead of transportation if the Buyer accepts shipment at Seller's factory, warehouse, or otherwise supplies its transportation. Unless otherwise agreed to by Seller, risk of loss or damage passes to Seller upon collection of the goods at the FCA point. Seller reserves the right to make shipments in installments unless stipulated in the specific purchase order. Except in the event of DPU destination shipments, the Seller will not participate in any settlement of claims for concealed damage. When a shipment has been made on an DPU destination basis, the Buyer must unpack immediately and, if any damage is discovered, must: (i) not move the goods from the point of examination; (ii) retain shipping container and packing material; notify the carrier in writing of any apparent damage; (iii) notify Seller representative within 72 hours of delivery; and (iv) send Seller a copy of the carrier's inspection report.

### 6. Termination

Any Sales Agreement may be terminated in writing by the Buyer with thirty days' notice to the Seller and upon payment of reasonable termination charges, including all progress billings and any costs and expenses associated with the applicable Sales Agreement plus profit. Cancellation fees will follow the standard Sparkstone Electrical Group schedule unless other terms are negotiated and agreed to in writing at the time of order acceptance, as follows:

- Drawings for Approval Submitted at 25%;
- After Customer Release to Manufacturing at 60%;
- Order is released to Shop Floor at 80%;
- Order Ready for Shipment at 100%.

In addition to any remedies that may be provided under this Sales Agreement, Seller may terminate any Sales Agreement with immediate effect upon written notice to Buyer, if Buyer: (i) fails to pay any amounts when due hereunder and such failure continues for five (5) days following written notice thereof; (ii) has not otherwise performed or complied, in whole or in part, with this Sales Agreement and Seller's Terms; or (iii) becomes insolvent, files a petition for bankruptcy or commences or has commenced against it proceedings relating to bankruptcy, receivership, reorganization or assignment for the benefit of creditors.

### 7. Force Majeure

The Seller shall not be liable for failure to perform or delay in performance due to fire, extreme weather, earthquakes, flood, or other natural disasters, strike, or other labor difficulties, an act of God, an act of any governmental authority or of the Buyer, riot, embargo, fuel or energy shortage, car shortage, wrecks, or delays in transportation, or due to any other cause beyond Seller's reasonable control. In the event of a delay in performance due to any such cause, the date of delivery or time for completion will be extended by a period reasonably necessary to overcome the effect of such delay. The Seller cannot be held liable, and the Buyer shall not be entitled to any damages and/or indemnifications, in case the Seller is prevented, hindered, or delayed from or in performing any of its obligations resulting from the impact of any future pandemic or epidemic for reasons not attributable to Seller.

### 8. Buyer's Acts or Omissions

Seller shall not be deemed in breach of this Sales Agreement for any failure or delay in fulfilling or performing this Sales Agreement, in whole or in part, or otherwise liable for any costs, charges or losses sustained or incurred by Buyer, in each case, to the extent arising directly or indirectly from such prevention or delay if Seller's performance of its obligations hereunder is prevented or delayed



## Terms and Conditions of Sale

by any act or omission of Buyer or its agents, subcontractors, consultants or employees, including but not limited to Buyer's failure or delay in supplying all necessary instructions, documents, licenses, authorizations, or other information as and when requested or specified by Seller. In the event delay in performance is caused by any of the foregoing, the time of performance shall be extended by a period of time equal to the period of the delay and its consequences. Seller will use its commercially reasonable efforts to give Buyer notice within a reasonable time after Seller becomes aware of any such delay or matters giving rise to such delay. Should the Buyer's actions cause a delay for any unreasonable time, then Seller has the option to implement an equitable adjustment to the contract price.

### 9. Acceptance and Returns

Goods are deemed accepted by Buyer ten (10) days after delivery.

### 10. Drawing Approval

Seller will design the goods in line with, in Seller's judgment, good commercial practice. If at drawing approval Buyer makes changes outside of the design as covered in their specifications, Seller will then be paid reasonable charges and allowed a commensurate delay in shipping date based on the changes made. Buyer shall submit a revised purchase order reflecting the new delivery date and price change.

### 11. Drawing Re-submittal

When Seller agrees to do so in its quotation, Seller shall provide Buyer with the first set of factory customer approval drawing(s) at Seller's expense. The customer approval drawing(s) will be delivered at the quoted delivery date. If Buyer requests drawing changes or additions after the initial factory customer approval drawing(s) have been submitted by Seller, the Seller, at its option, may assess Buyer drawing charges. Factory customer approval drawing changes required due to misinterpretation by Seller will be at Seller's expense.

### 12. Liquidated Damages

Contracts which include liquidated damage clauses for failure to meet drawing submittal and delivery or job completion promises are not acceptable or binding on the Seller unless such clauses are specifically accepted in writing by an authorized representative of the Seller at its headquarters office.

### 13. Services

On a case-by-case basis, Seller may provide Buyer certain services that may include:

**13.1** Witness Testing and Factory Inspection. Standard factory tests may be witnessed by the Buyer at the Seller's factory are potentially subject for an additional charge calculated at the rate of \$2,500 per day (not to exceed eight (8) hours) per good type. Buyer may final-inspect goods at the Seller's factory for \$1,000 per day per good type. Witness tests will add one (1) week to the scheduled shipping date, unless other schedule agreements are agreed upon. Seller will notify Buyer fourteen (14) calendar days before scheduled witness testing or inspection. In the event Buyer is unable to attend, the Parties shall mutually agree on a rescheduled date. However, Seller reserves the right to deem the witness tests waived with the right to ship and invoice goods. Buyer is responsible for paying all scheduled witness testing, whether or not Buyer attends.

**13.2** Commissioned Services. Additional services of Seller, as may be agreed in a written purchase order between Seller and Buyer.

### 14. Standard Warranty

**14.1** Seller warrants to Buyer that the goods manufactured by it will conform to Seller's applicable specifications and be free from failure due to defects in workmanship and material for one (1) year from the date of installation of the goods or eighteen (18) months from the date of shipment of the goods, whichever occurs first. Seller warrants to Buyer that services performed hereunder will be performed in a professional and workmanlike manner by trained and qualified personnel in accordance with industry standards. No other warranties, express or implied, related to services are provided.

## Terms and Conditions of Sale

- 14.2 Exclusive Warranty Remedies:** In the event of any warranty-covered defects or deficiencies in the goods or services above, the sole and exclusive obligation of Seller shall be to repair or replace the defective goods or part of the goods or correct the services, at Seller's sole discretion. Such warranty coverage is contingent on Buyer providing prompt notification to Seller once such defect or deficiency is reasonably apparent to Buyer.
- 14.3 Exclusions & Limitations:** This warranty shall not apply (a) to goods not manufactured by Seller (b) to goods that have been repaired or altered by anyone other than Seller so as, in Seller's judgment, affects the same adversely, (c) to goods that appear to be subjected to negligence, accident, or damage by circumstances beyond Seller's control, or improper operation, maintenance or storage, or to other than normal use or service, or to goods or services that are not paid for in a timely manner. The foregoing warranties do not cover reimbursement for labor, transportation, removal, installation, temporary power, or any other expenses that may be incurred in connection with repair or replacement. Seller's Standard Warranty is separate from any warranty offered by a third party, and to the extent that any Seller supplied goods are subject to any third-party warranty, Buyer shall look only to such third party for coverage or enforcement of such warranty. The inclusion of any third-party component, which is subject to a third-party warranty, shall not be deemed to extend the term or otherwise affect the coverage of any warranty provided by Seller.
- 14.4 Claims:** All warranty claims must be submitted to Seller in writing within 90 days of Buyer's discovery of alleged defect. Claims submitted more than 90 days after the applicable period expiration will not be considered. If directed by Seller, Buyer shall remove and ship to Seller any such nonconforming items. Otherwise, Buyer shall grant Seller access to the goods at all reasonable times for Seller to determine any nonconformity of the goods. Notwithstanding if items are considered chargeable or covered under warranty, Buyer shall be solely responsible at its cost to install and reinstall repaired/replaced items.
- 14.5 THESE WARRANTIES, CONDITIONS, AND EXCLUSIONS ARE EXCLUSIVE AND IN PLACE OF ALL OTHER EXPRESS OR IMPLIED WARRANTIES, CONDITIONS, REPRESENTATIONS, AND GUARANTEES (EXCEPT WARRANTIES OF TITLE), INCLUDING, BUT NOT LIMITED, TO IMPLIED WARRANTIES OF MERCHANTABILITY, WARRANTY OF NON-INFRINGEMENT OF INTELLECTUAL PROPERTY, MERCHANTABILITY QUALITY, AND FITNESS FOR A PARTICULAR PURPOSE. EXCEPT AS MAY BE PROVIDED IN WRITING BY THE SELLER, SELLER SHALL NOT BE SUBJECT TO ANY OTHER OBLIGATIONS OR LIABILITIES WHATSOEVER THAN AS STATED ABOVE ABOUT GOODS/PRODUCTS AND SERVICES SOLD BY THE SELLER TO THE BUYER.**

### 15. Extended Warranty

If requested by Buyer and specifically accepted in writing by Seller, the Standard Warranty for goods may be extended beyond the original warranty period. Optional 3-, 4-, and 5-year extended warranty service agreements are available as separately quoted line items on existing project or post-shipment on separate warranty contract. These agreements are contingent upon seller's acceptance of equipment installation, commissioning, and testing. Under the terms of the Extended Warranty, Seller may conduct periodic inspections and provide a formal report detailing findings, recommendations, and any conditions that may impact equipment uptime and reliability. The report may also include assessments of environmental factors—such as moisture, humidity, and other conditions—that could affect the expected lifespan of the equipment. All other terms, conditions, exclusions, and limitations of the Standard Warranty shall apply to the Extended Warranty, except as expressly modified herein.

### 16. Return of Goods

Authorization and shipping instructions for the return of any goods must be obtained from the Seller before returning the goods. When the return is due to Seller error, full credit including all transportation charges will be allowed.

### 17. Nuclear Regulations

Unless otherwise agreed in writing by Seller's authorized representative, goods sold hereunder are not intended for use in or in connection with any nuclear facility or activity. Buyer hereby represents and warrants that such goods shall not be used in or in connection with any nuclear facility or activity. If so used, Seller disclaims all liability for any damage, injury, or contamination; and Buyer agrees and indemnifies Seller against any such liability, whether arising because of a breach of contract, warranty, or tort (including negligence) or otherwise. Further certification will be required for use of the goods in any safety-related application in any nuclear facility licensed by the U.S. Nuclear Regulatory Commission.



## Terms and Conditions of Sale

### 18. Limitation of Liability

NOTWITHSTANDING ANY PROVISION OF THESE CONDITIONS OF SALE OR ANY OTHER CONTRACT DOCUMENT TO THE CONTRARY, IN NO EVENT SHALL EITHER PARTY, ITS OFFICERS, DIRECTORS, AFFILIATES, OR EMPLOYEES BE LIABLE FOR ANY FORM OF INDIRECT, SPECIAL, CONSEQUENTIAL, OR PUNITIVE DAMAGES, INCLUDING, BUT NOT LIMITED TO, LOSS OF USE, LOSS OF PRODUCTION, LOSS OF GOODS/PRODUCT, LOSS OF REVENUE, PROFITS OR LOSS OF DATA DAMAGES WHETHER SUCH DAMAGES ARISE IN CONTRACT OR TORT, IRRESPECTIVE OF FAULT, NEGLIGENCE OR STRICT LIABILITY OR WHETHER SUCH PARTY HAS BEEN ADVISED IN ADVANCE OF THE POSSIBILITY OF SUCH DAMAGES. SELLER SHALL NOT BE RESPONSIBLE FOR ANY, AND BUYER ASSUMES ALL, LIABILITY FOR PERSONAL INJURY AND PROPERTY DAMAGE RESULTING FROM BUYER'S NEGLIGENCE, ABUSE, OR MISUSE AND THE STORAGE, INSTALLATION, OPERATION, USE OR MAINTENANCE OF ANY GOODS SELLER PROVIDES TO BUYER UNDER THIS SALES AGREEMENT. LIABILITY IS RESTRICTED TO ONLY SELLER'S SPECIFIC EQUIPMENT OR THE PORTION OF EQUIPMENT SERVICED, AS APPLICABLE, AND DOES NOT EXTEND TO ATTACHED OR ADJACENT EQUIPMENT. NOTWITHSTANDING ANY OTHER PROVISION OF THESE CONDITIONS OF SALE OR ANY OTHER CONTRACT DOCUMENT TO THE CONTRARY, AND TO THE EXTENT PERMITTED BY APPLICABLE LAW, THE TOTAL CUMULATIVE LIABILITY OF THE SELLER ARISING FROM OR RELATED TO THIS CONTRACT WHETHER THE CLAIMS ARE BASED ON CONTRACT, IN TORT (INCLUDING NEGLIGENCE OR STRICT LIABILITY) OR OTHERWISE, SHALL NOT EXCEED THE PRICE OF THE GOODS OR SERVICES ON WHICH SUCH LIABILITY IS BASED.

### 19. Indemnification

Unless otherwise specified in writing and signed by Seller's duly authorized representative, Buyer shall indemnify Seller from, and defend and hold Seller harmless from and against, any claims, liabilities and/or losses, including monetary damages, expenses, costs (including reasonable attorneys' fees), suffered, incurred or sustained by Seller or to which Seller becomes subject, resulting from, arising out of or relating to any claim (i) that the goods/services Seller provides to Buyer under this Sales Agreement, as such goods/services are used or combined with other goods by Buyer, infringe upon the proprietary or other rights of any third party, (ii) that the goods/services Seller provides to Buyer under this Sales Agreement that are customized pursuant to Buyer's requests, infringe upon the proprietary or other rights of any third party, (iii) of loss or damage resulting from such goods and/or services and the use thereof, (iv) of unsafe work conditions at Buyer's premises, (v) of Buyer's breach of any obligation under this Sales Agreement, and (vi) of Buyer's acts or omissions.

### 20. Governing Law; Venue

The provisions of this Sales Agreement shall be governed by the laws of the State of Illinois, regardless of any conflicts of choice of laws or legal principles. The venue for all actions is DuPage County, IL. The United Nations Convention on Contracts for the International Sale of Goods (CISG) shall not apply.

### 21. Assignment; Waiver

Seller may assign this Sales Agreement without Buyer's consent. Buyer shall not assign any of its rights, including warranties, or delegate any of its obligations under this Sales Agreement without the prior written consent of Seller. Any purported assignment or delegation in violation of this Section is null and void. No waiver of Seller's rights or remedies hereunder shall be effective unless in writing and signed Seller; a waiver on one occasion shall not be construed as waiver of any right or remedy on a further occasion.

### 22. Relationship Nature; Intellectual Property

Buyer agrees that Seller is an independent contractor and nothing in these Conditions of Sales creates between Seller and Buyer a relationship of partners, joint venturers, or agents of each other, and no Party may so represent itself any of these manners. Unless otherwise agreed in written Sales Agreement, all intellectual property developed in connection with any goods or services provided by Seller to Buyer shall be the exclusive property of Seller. All other intellectual property owned or licensed by Seller shall remain with Seller. Unless otherwise stated in the applicable Sales Agreement, no intellectual property licensed from Seller to Buyer, except as reasonably necessary for Buyer's own use and enjoyment of such goods and services purchased from Seller and paid by Buyer.



## Terms and Conditions of Sale

### 23. Severability

If any provision, or portion thereof, of this Sales Agreement is held invalid or unenforceable under applicable statute or rule of law, only that provision shall be deemed omitted from this agreement, and only to the extent to which it is held invalid, and the remainder of the Sales Agreement shall remain in full force and effect.

### 24. Notices

All notices, requests, consents, claims, demands, waivers, and other communications hereunder shall be in writing and addressed to the parties at the addresses set forth on the face of the applicable order, quote, or to such other address that may be designated by the receiving party in writing. A notice shall be delivered by personal delivery, nationally recognized overnight courier (with all fees pre-paid), facsimile (with confirmation of transmission) or certified or registered mail (in each case, return receipt requested, postage prepaid). In addition to and not in lieu of delivery of a notice by one of foregoing methods, a courtesy copy of said notice may also be delivered by electronic mail. A notice is effective only (i) upon receipt by the receiving party, and (ii) if the party giving the notice has complied with the requirements of this Section.

### 25. Amendments

No amendment, supplement, modification, waiver, or termination of the Purchase Order or these Conditions of Sale are binding unless executed in writing by both parties.

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