

XDry Corporation Terms & Conditions

- Proposals: Are valid for 30 days and subject to change due to tariffs.
- Orders: All purchase orders are subject to XDry's approval.
- Payment Terms:
 - Dry Box Orders: Upon credit approval, 50% at the time of order, Net 30. Credit card payments accepted at the time of order for 100% of product and shipping cost.
 - Parts & Service Orders: Prepaid, Check, ACH or Credit Cards
- Shipping Terms: FOB XDry Warehouse, Prepaid & Add, LTL Air-Ride Trucking
- Order Cancelation: Stock orders 25%, Custom Orders 25-100% depending on percentage of completion.
- **Return Policy:** Returns are allowed within 30 days of delivery of the product with a 25% restocking fee plus insured shipping cost both ways in original packaging/crate. Returns without an RMA from XDry will not be accepted.
- Warranty: 2-year parts warranty, excluding user damage, power surges or acts beyond XDry's control.
 - XDry shall have no liability or responsibility for any costs, losses or damages due to defective or failed products.
 - In no event shall XDry be liable for consequential damages and in no case shall XDry be liable for any damages more than Customer's purchase price of any nonconforming Product. If any Third Party brings a cause of action against XDry for any alleged or actual defect in the Product, Customer shall indemnify and hold XDry harmless for any damages more than the original purchase price referred to above, including costs and attorney's fees reasonably necessary in defending said action.
 - XDry provides NO WARRANTY that their product is fit for the life support market or to be used in life support systems, critical care applications, human implantation, commercial aviation, nuclear facilities or systems or any other applications where product failure could lead to injury to persons, loss of life, or catastrophic property damage.
- **Delivery:** Stock unit typically ship within 2 days of order & payment. Delivery of nonstock units will be quoted at the time of the order.
- Corporate Information:
 - Tax ID (EIN): 85-4252894
 - Mailing Address: PO Box 191, Anna Texas 75409 USA
 - \circ Shipping Address: 3301 S. Hardin Blvd, Suite 110 Box 117, McKinney, TX 75070 USA
 - USA Sales & Support: 214-296-4868, Worldwide Sales & Support 833-265-9440
 - Email: Accounting <u>AP@XDry.com</u>, General Information: <u>info@Xdry.com</u>
 - Website: XDry.com