

Terms and Conditions of Sale

These terms apply to every quotation, order acknowledgement, sale and shipment of goods and services by Innovation Group DBA Innovation Fasteners LLC.

EFFECTIVE SEPTEMBER 18, 2026

1. Agreement and order of precedence

In these terms, "Seller" means Innovation Group DBA Innovation Fasteners LLC, and "Buyer" means the person or company that requests a quotation from or places an order with Seller. "Goods" means the fasteners, machined components, materials and related services described in Seller's quotation or order acknowledgement.

These terms, together with Seller's quotation or order acknowledgement, form the entire agreement for each sale. Where a quotation or acknowledgement states a specific term (for example a price, quantity, delivery date, specification or payment term), that specific term prevails over these general terms.

Seller's acceptance of any order is expressly conditional on Buyer's assent to these terms. Any additional or different terms in Buyer's purchase order, portal, website or other documents are objected to and rejected, and do not form part of the agreement unless Seller agrees to them in a writing signed by an authorized Seller representative. Buyer's acceptance of delivery confirms its assent to these terms.

These terms are published at <https://www.innovationfasteners.com/terms-of-sale>. The version in effect on the date of Seller's order acknowledgement applies to that order.

2. Quotations

A quotation is an invitation for Buyer to place an order, not an offer that Buyer can accept to form a contract. Unless the quotation states otherwise, it remains valid for thirty (30) days from its date.

Prices are based on the quantities, specifications, material grades, certifications and delivery terms stated in the quotation. Seller may decline an order for a smaller quantity or re-quote a changed

specification. Seller may correct clerical and typographical errors in any quotation, acknowledgement or invoice.

Where a quotation states that material pricing is subject to mill surcharges or market adjustment, the price of the affected material will be adjusted to the surcharge or market price in effect when the material is purchased.

3. Orders and acceptance

An order becomes binding only when Seller issues a written order acknowledgement or ships the Goods, whichever occurs first. Submitting a purchase order, including through Seller's website, does not reserve inventory or fix pricing until Seller confirms it.

Buyer is responsible for the accuracy of its order, including part numbers, drawings, revision levels, material grades, coatings, quantities, certification requirements and ship-to details.

4. Prices, charges and taxes

Prices are in United States dollars and do not include sales, use, excise or similar taxes, duties, tariffs, or freight, which Buyer will pay in addition to the price. If Buyer claims an exemption from sales or use tax, Buyer must provide a valid resale or exemption certificate before shipment.

Orders may be subject to minimum order charges and to separate charges for certifications, third-party testing, special inspection, special packaging, expediting and freight, as shown on the quotation or acknowledgement.

5. Payment

Unless otherwise stated on the acknowledgement, payment is due thirty (30) days from the date of invoice, subject to credit approval. Seller may require payment in advance, a deposit, or other security for any order, including where Buyer's account is past due or its credit standing changes.

Overdue amounts bear interest at the lesser of one and one-half percent (1.5%) per month or the highest rate permitted by applicable law, from the due date until paid. Buyer will reimburse Seller's reasonable costs of collecting overdue amounts, including attorneys' fees.

If Buyer fails to pay any amount when due, Seller may suspend or cancel further shipments on any order until all overdue amounts are paid. Buyer may not withhold or set off any amount against invoices without Seller's written consent.

6. Quantities

Because production runs and material yields vary, Seller may ship up to ten percent (10%) more or fewer pieces than ordered for Goods manufactured to order. Buyer will accept and pay for the quantity shipped at the unit price. Goods shipped from stock are supplied in the quantity ordered.

7. Delivery, title and risk of loss

Unless the acknowledgement states otherwise, Goods are delivered FOB Seller's facility in Houston, Texas. Risk of loss passes to Buyer when the Goods are delivered to the carrier or collected by Buyer. Title passes to Buyer on shipment, subject to Seller's security interest in section 14.

Delivery and lead-time dates are estimates based on current conditions and the timely receipt of Buyer's information and approvals. Seller will use reasonable efforts to meet them and to tell Buyer promptly of any expected delay, but is not liable for delay. Seller may make partial shipments and invoice them separately.

If Buyer fails to collect Goods within fourteen (14) days after they are ready, or delays shipment, Seller may invoice the Goods, store them at Buyer's risk and charge reasonable storage and handling.

8. Inspection and acceptance

Buyer must inspect the Goods promptly on receipt. Claims for shortage, visible damage or incorrect items must be made in writing within five (5) business days after receipt, with a copy of the delivery receipt noting any damage. Claims that Goods do not conform to the order must be made in writing within thirty (30) days after receipt and must include the order number, heat or lot number where marked, and a description of the nonconformity.

Goods not rejected in writing within these periods are deemed accepted. Acceptance does not affect warranty claims under section 9 for defects that could not reasonably have been found on inspection. Buyer may not return Goods without a return material authorization (RMA) number issued by Seller.

9. Limited warranty

Seller warrants to Buyer that, at the time of shipment and for twelve (12) months afterwards, Goods manufactured by Seller will conform to the specification, drawing revision and material grade stated on Seller's order acknowledgement and will be free from defects in material and workmanship.

This warranty does not cover Goods that have been misused, altered, improperly stored, installed or torqued, subjected to service conditions or environments beyond their specification (including corrosion, hydrogen embrittlement from Buyer's processing, fatigue or galling), or damaged after delivery. It does not cover the suitability of a design, grade, coating or specification selected or supplied by Buyer.

For Goods that Seller resells but does not manufacture, Seller passes through to Buyer, to the extent it is able, any warranty given by the manufacturer, and gives no warranty of its own.

If Goods do not meet this warranty and Buyer gives written notice within the warranty period, Seller will, at its option, repair or replace the nonconforming Goods or credit or refund their price. This is Buyer's sole and exclusive remedy for breach of warranty. The limitations in section 10 apply even if this remedy fails of its essential purpose.

EXCEPT FOR THE EXPRESS WARRANTY IN THIS SECTION, SELLER MAKES NO OTHER WARRANTY OF ANY KIND, EXPRESS OR IMPLIED. SELLER SPECIFICALLY DISCLAIMS ALL IMPLIED WARRANTIES OF MERCHANTABILITY AND OF FITNESS FOR A PARTICULAR PURPOSE, WHETHER OR NOT THE PURPOSE IS KNOWN TO SELLER, AND ANY WARRANTY ARISING FROM COURSE OF DEALING OR USAGE OF TRADE.

10. Limitation of liability

TO THE FULLEST EXTENT PERMITTED BY LAW, SELLER WILL NOT BE LIABLE FOR ANY INCIDENTAL, CONSEQUENTIAL, SPECIAL, INDIRECT, EXEMPLARY OR PUNITIVE DAMAGES, INCLUDING LOST PROFITS, LOSS OF PRODUCTION, DOWNTIME, COST OF REMOVAL OR REINSTALLATION, OR CLAIMS OF BUYER'S CUSTOMERS, HOWEVER CAUSED AND UNDER ANY THEORY OF LIABILITY. SELLER'S TOTAL LIABILITY ARISING OUT OF OR RELATING TO ANY ORDER WILL NOT EXCEED THE PRICE PAID BY BUYER FOR THE SPECIFIC GOODS GIVING RISE TO THE CLAIM.

Nothing in these terms limits liability that cannot be limited under applicable law.

11. Buyer's drawings, specifications and designs

Where Seller manufactures Goods to Buyer's drawings, specifications, samples or instructions, Buyer is solely responsible for the design, the selection of grade, coating and finish, and the suitability of the Goods for their intended application. Seller may rely on the information Buyer supplies without independently verifying it.

Buyer will defend, indemnify and hold Seller harmless from all claims, losses and costs, including reasonable attorneys' fees, arising from any claim that Goods made to Buyer's designs or specifications infringe a patent, trademark, copyright or other intellectual property right, or from defects in Buyer's design, except to the extent caused by Seller's failure to follow Buyer's drawings or specifications.

12. Certifications and traceability

Where an order calls for material test reports, certificates of conformance, EN 10204 3.1 inspection certificates or third-party witnessed (3.2) inspection, Seller will supply them as stated on the acknowledgement. Certification, testing and witnessing may carry separate charges. Requirements added after acknowledgement may affect price and delivery.

Seller maintains heat and lot traceability for Goods it manufactures and retains quality records in line with its ISO 9001:2015 quality management system.

13. Changes, cancellation and returns

Changes to an acknowledged order, including quantity, specification, drawing revision or schedule, require Seller's written agreement and may change the price and delivery date.

Buyer may cancel an order for stock Goods before shipment by written notice, subject to a cancellation charge of up to twenty-five percent (25%) of the order value. Orders for Goods manufactured, machined, coated or purchased to Buyer's requirements are non-cancellable once Seller has ordered material or started work. If Seller agrees to such a cancellation, Buyer will pay for all work performed and material purchased, plus a reasonable profit on that work.

Unused stock Goods in their original packaging may be returned within thirty (30) days of shipment with an RMA number, subject to a restocking charge of up to twenty-five percent (25%). Goods made or purchased to Buyer's requirements cannot be returned except under the warranty in section 9.

14. Security interest

Until Seller is paid in full for the Goods, Buyer grants Seller a purchase-money security interest in the Goods and their proceeds to secure payment. Buyer authorizes Seller to file financing statements and take any other step needed to perfect this security interest.

15. Tooling and intellectual property

Tooling, fixtures, CNC programs, processes and know-how that Seller develops or uses to make the Goods remain Seller's property, even where Buyer pays a tooling or setup charge, unless the acknowledgement expressly states otherwise. No license to Seller's intellectual property is granted by any sale.

16. Confidentiality

Seller will keep Buyer's drawings and specifications confidential and use them only to quote and fulfil Buyer's orders. Buyer will keep Seller's pricing, quotations and non-public technical information confidential. These obligations do not apply to information that is public, already known to the receiving party, independently developed, or required to be disclosed by law.

17. Compliance with laws

Each party will comply with the laws that apply to it in connection with the Goods, including anti-bribery laws such as the U.S. Foreign Corrupt Practices Act. Buyer will not export, re-export or transfer the Goods, or any technical data supplied with them, in violation of the U.S. Export Administration Regulations, the International Traffic in Arms Regulations where applicable, or sanctions administered by the U.S. Treasury's Office of Foreign Assets Control. Buyer represents that it is not, and is not owned or controlled by, a party on any U.S. restricted or sanctioned party list.

Government contract clauses, including FAR and DFARS clauses and specialty metals, domestic content or country-of-origin requirements, apply only when identified on Buyer's order and expressly accepted by Seller in writing, and may affect price and delivery.

18. Events beyond our control

Seller is not liable for any failure or delay in performance caused by events beyond its reasonable control, including fire, flood, storm or hurricane, epidemic, war, terrorism, civil unrest, government action, tariffs or trade restrictions, labor disputes, shortages or allocation of material, mill or supplier failures, utility or equipment failure, or transportation delays. Seller's time to perform is extended for the duration of the event. If the event continues for more than ninety (90) days, either party may cancel the affected portion of the order by written notice, and Buyer will pay for Goods shipped and work performed.

19. Default and insolvency

If Buyer breaches these terms, fails to pay when due, becomes insolvent, makes an assignment for the benefit of creditors, or becomes subject to bankruptcy or receivership proceedings, Seller may suspend performance, require payment in advance, or cancel any unshipped orders, in addition to its other rights and remedies.

20. Governing law and general terms

These terms and every sale are governed by the laws of the State of Texas, without regard to its conflict-of-laws rules. The United Nations Convention on Contracts for the International Sale of Goods does not apply. Any lawsuit relating to these terms or any sale must be brought in the state or federal courts located in Harris County, Texas, and each party submits to the jurisdiction of those courts.

In any action to enforce these terms, the prevailing party is entitled to recover its reasonable attorneys' fees and costs. Any action for breach must be commenced within two (2) years after the cause of action accrues, to the extent permitted by law.

If any provision is held unenforceable, the rest remain in effect. Seller's failure to enforce a provision is not a waiver of it. Buyer may not assign an order without Seller's written consent. The parties are independent contractors. Notices must be in writing and sent to the addresses on the acknowledgement or, for Seller, to Innovation Group DBA Innovation Fasteners LLC, 18401 Intercontinental Crossing Dr, Houston, TX 77073, or info@innovationfasteners.com. Sections that by their nature should survive completion or cancellation of an order will survive.