

Alamon Customer Terms of Sale and Service

 alamon.com/terms-and-conditions-customer

July 31, 2026

Customer-facing terms for goods sold and services provided by Alamon, Inc. Vendor purchase order terms are published separately.

Version

1.0

Effective Date

July 31, 2026

Applies to

Every Quote, Order, order acknowledgment, and invoice issued by Alamon on or after the Effective Date that references this page. The version of these Terms in effect on the date Alamon accepts an Order governs that Order, notwithstanding later updates. If Customer and Alamon have signed a Master Customer Agreement or other written agreement, that signed agreement controls over these Terms to the extent of conflict.

Prior versions

<https://alamon.com/terms-and-conditions-archive>

Standard Terms of Sale and Service

These Standard Terms of Sale and Service (these “Terms”) govern all goods (“Goods”) sold and services (“Services”) provided by Alamon, Inc. (“Alamon”) to a customer (“Customer”) under any Quote, purchase order, order acknowledgment, statement of work, or invoice that references these Terms (each, an “Order”).

1. Acceptance; Order of Precedence

Customer accepts these Terms by issuing an Order to Alamon, accepting delivery of Goods, or permitting Services to commence. Any preprinted or standard terms on Customer’s purchase order or other form that add to, vary from, or conflict with these Terms are expressly rejected and have no effect, and Alamon’s failure to object to them is not acceptance. A written agreement signed by both parties (including a Master Customer Agreement) controls over these Terms; otherwise, precedence is: (a) a signed change order; (b) these Terms; (c) the applicable signed statement of work; (d) the Order or Quote.

2. Quotes; Orders

Quotes are valid for thirty (30) days unless otherwise stated and are not binding until Alamon accepts the resulting Order in writing or commences performance. Prices are exclusive of sales, use, and similar taxes and of shipping, insurance, and duties, all of which are Customer's responsibility. Alamon will separately state and invoice the transaction taxes it is required to collect; Customer will provide valid, state-specific exemption or resale certificates prior to invoicing; if Customer fails to provide a valid certificate prior to invoice generation, Alamon will charge all applicable taxes, and Customer must seek any subsequent tax refunds or adjustments directly from the appropriate taxing authority.

3. Payment

Payment is due within thirty (30) days of the invoice date (Net 30). Past-due amounts accrue interest at 1.5% per month (or the maximum lawful rate, if lower) beginning ten (10) days after the due date. All Orders are subject to credit approval; if Customer's financial condition becomes impaired or Customer fails to pay when due, Alamon may suspend or cancel further deliveries or work, require prepayment or other security, and/or accelerate outstanding invoices. Customer grants Alamon a purchase money security interest in Goods sold until paid in full and authorizes Alamon to file financing statements to perfect it. Alamon reserves all mechanic's, materialman's, and similar lien rights available under applicable law, and waives lien rights only by a statutory waiver executed upon receipt of the corresponding payment.

4. Changes; Out-of-Scope Work

Changes to an Order require a written change order signed by both parties before the changed work proceeds; the parties will negotiate any resulting cost or schedule adjustment in good faith. Out-of-scope work, and downtime caused by Customer, performed at Customer's request will be billed at the rates specified in the applicable Quote, SOW, or change order for the type of work being performed or, if no rate is specified for that work, as provided in Section 15. Materials furnished in connection with such work are billed as provided in Section 15.

5. Customer Responsibilities; Site Conditions; Hazardous Materials; Underground Utilities

For on-site Services, Customer will provide, at no cost to Alamon: timely and safe site access; accurate site information, drawings, and utility locates; reasonable access to power, water, and staging areas; the permits, easements, rights-of-way, and owner or landlord consents required for the work (Alamon maintains its own contractor licenses); a designated point of

contact with authority to give approvals; and timely decisions and approvals. Delays or standby time caused by Customer's failure to provide the foregoing are billable as customer-caused downtime under Section 4.

Alamon's pricing assumes site conditions as represented by Customer and reasonably observable; if Alamon encounters concealed, unknown, or materially different site conditions, the parties will execute an equitable change order. Alamon is not responsible for the identification, handling, abatement, or remediation of pre-existing hazardous materials (including asbestos, lead, mold, PCBs, or contaminated soil); if such materials are encountered, Alamon may suspend the affected work until the condition is remediated by Customer at Customer's expense, and the schedule and price will be equitably adjusted.

Underground Utilities and Locates. Alamon assumes no liability for utility damage, service outages, or project delays resulting from inaccurate, missing, or delayed underground markings. Regardless of which party submits public "one-call" (e.g., 811) tickets, Alamon is not responsible for errors made by public or third-party locators. Customer is responsible for identifying and explicitly disclosing all private, lateral, or customer-owned utilities (e.g., private power, irrigation, or data lines) via accurate site maps or private locate services. Whether private locators are hired directly by Customer or by Alamon on Customer's behalf, Alamon is not liable for damages involving private utilities not accurately disclosed or marked. Alamon will excavate in accordance with applicable state one-call regulations.

6. Shipping; Title; Risk of Loss; Delivery

Unless otherwise agreed, Goods ship FOB Shipping Point (Origin); title and risk of loss pass to Customer on delivery to the carrier, and freight is prepaid and added to the invoice. Quoted delivery and completion dates are estimates. Alamon is not liable for delays caused by conditions beyond its reasonable control.

7. Inspection; Returns; Cancellations

Customer will inspect Goods on receipt and notify Alamon of any shortage or non-conformity within three (3) business days, after which the Goods are deemed accepted. No Goods may be returned without a written Return Merchandise Authorization ("RMA") number issued by Alamon; returns shipped without an authorized RMA number will be rejected at Customer's sole expense. Cancellations after Goods are in process are subject to a 15% restocking fee or the cost to Alamon, whichever is greater; special-order and non-stocked items are final sale. If Customer delays scheduled Services within two (2) business days of the scheduled start, Alamon may charge the applicable day rate per scheduled technician plus incurred travel and

per-diem costs. Equipment rentals are for one month or any portion thereof unless otherwise stated.

8. Warranties; Disclaimer

Goods: Alamon warrants Goods will conform to the Order for one (1) year or the manufacturer's warranty period, whichever is longer, and assigns to Customer all assignable manufacturer warranties. **Services:** Alamon warrants Services will be performed in a good and workmanlike manner, in conformance with industry standards and the Order, using new materials unless otherwise approved, for one (1) year after completion or per any applicable manufacturer's warranty, whichever is longer; Alamon will, at its option, re-perform or correct non-conforming Services. These warranties do not cover damage or defects caused by misuse, neglect, improper storage, operation, or maintenance, modification or repair by anyone other than Alamon, normal wear and tear, or events beyond Alamon's reasonable control, and warranty claims must be reported in writing within thirty (30) days after discovery.

EXCEPT FOR THESE EXPRESS WARRANTIES, ALAMON DISCLAIMS ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.

9. Limitation of Liability

NEITHER PARTY IS LIABLE FOR INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL, OR PUNITIVE DAMAGES, OR LOST PROFITS OR REVENUE. EACH PARTY'S TOTAL LIABILITY ARISING OUT OF AN ORDER WILL NOT EXCEED THE AMOUNTS PAID OR PAYABLE BY CUSTOMER UNDER THAT ORDER DURING THE TWELVE (12) MONTHS PRECEDING THE CLAIM. THESE LIMITS DO NOT APPLY TO A PARTY'S INDEMNIFICATION OBLIGATIONS, CUSTOMER'S PAYMENT OBLIGATIONS, BREACH OF CONFIDENTIALITY, OR A PARTY'S GROSS NEGLIGENCE OR WILLFUL MISCONDUCT. Except for Customer's payment obligations, no claim arising out of an Order may be brought more than one (1) year after the cause of action accrues.

10. Indemnification

Each party will indemnify the other against third-party claims to the extent arising from the indemnifying party's gross negligence or willful misconduct. Customer will also indemnify Alamon against claims arising from Customer's or its end user's misuse, storage, or modification of Goods; Customer's failure to comply with applicable laws or safety standards; and Goods produced to Customer's specifications. Because Alamon resells Goods it does not manufacture, claims regarding defects or infringement inherent in such Goods are directed to

the manufacturer, and Alamon's liability is limited to the manufacturer's indemnification of Alamon.

For deliverables Alamon itself creates, Alamon will indemnify Customer against claims of U.S. intellectual-property infringement, subject to standard exclusions (Customer specifications, combinations, modifications, continued use after a fix is offered); Alamon may cure by procuring rights, modifying or replacing the deliverable, or refunding amounts paid less reasonable depreciation, which is Customer's exclusive remedy for infringement.

11. Insurance; Site Performance

Where Alamon performs Services at Customer premises, Alamon maintains commercial general liability, statutory workers' compensation, employer's liability, and (where vehicles are used) automobile liability coverage, and will furnish certificates of insurance on request. Alamon's personnel will be properly trained and licensed as applicable, will comply with OSHA and reasonable site-specific safety rules provided in advance, and will leave work sites clean and orderly.

12. Confidentiality; Data

Each party will keep the other's non-public information confidential and use it only to perform, subject to customary exceptions (public information, prior knowledge, independent development, compelled disclosure with notice). Alamon may use operational and performance data generated during performance on a de-identified or aggregated basis to operate and improve its products and services, and will handle any Customer personal information it accesses in compliance with applicable data-protection laws.

13. Termination; Force Majeure

Either party may terminate an Order for material breach not cured within ten (10) business days after written notice. On termination, Customer will pay for all Goods delivered and Services performed through the effective date. Neither party is liable for delay or failure to perform (other than payment) caused by events beyond its reasonable control; if such an event continues more than thirty (30) days, either party may terminate the affected Order without liability.

14. Governing Law; Disputes; Miscellaneous

These Terms and each Order are governed by the laws of the State where the goods were delivered or the services were performed, without regard to conflict-of-laws rules, and the

U.N. Convention on Contracts for the International Sale of Goods does not apply. The parties will first attempt in good faith to resolve any dispute through negotiation between representatives with authority to settle; if the dispute is not resolved within sixty (60) days, it will be resolved by final and binding arbitration administered by the American Arbitration Association under its Commercial Arbitration Rules before a single neutral arbitrator, on an individual basis. **THE PARTIES WAIVE ANY RIGHT TO A JURY TRIAL AND TO PARTICIPATE IN A CLASS OR CONSOLIDATED PROCEEDING.** Hearings will be held by video or teleconference unless the arbitrator orders otherwise, and the award may be entered in any court of competent jurisdiction. Either party may seek injunctive relief in court to protect its confidential information or intellectual property. Each party will comply with all laws applicable to its performance, including, where applicable, export-control and sanctions laws and Section 889 of the National Defense Authorization Act. The prevailing party in any proceeding is entitled to its reasonable attorneys' fees. Alamon may set off amounts Customer owes against amounts Alamon owes Customer. Neither party may assign an Order without consent, except Alamon may assign to an affiliate or successor. Provisions that by their nature survive — warranties, disclaimers, limitations, indemnities, confidentiality, and payment obligations — survive completion or termination. Alamon is an independent contractor. If any provision of these Terms is held unenforceable, it will be modified to the minimum extent necessary or severed, and the remainder continues in effect; no failure or delay in exercising any right is a waiver.

15. Rates; Materials

Hourly and other rates for Services — including out-of-scope work and customer-caused downtime — are as set forth in the applicable Quote, SOW, or signed change order for the specific type of work being performed. If out-of-scope work or customer-caused downtime is performed and no rate for that work is specified in an applicable Quote, SOW, or change order, the work will be billed on a time-and-materials basis at Alamon's then-current standard rates for the applicable work type and location, available on request. The rates applicable at the time the work is performed govern.

16. Updates to These Terms

Alamon may update these Terms by posting a revised version with a new version number and effective date at this page. Updates apply only to Orders accepted on or after the revised effective date; the version in effect when an Order is accepted continues to govern that Order. Prior versions are available at the archive link above or on request.