



Ronk Terms and Conditions Effective March 2026

Ronk Electrical Industries is herein referred to as "Seller" and the customer or person or entity purchasing goods ("Goods") from Seller is referred to as the "Buyer". These terms and conditions of sale ("Terms and Conditions"), any price list or schedule, quotation, acknowledgment, or invoice from Seller relevant to the sale of the Goods and all documents incorporated by specific reference herein or therein, constitute the complete and exclusive statement of the terms of the agreement governing the sale of Goods by Seller to Buyer. Buyer's acceptance of Goods will manifest Buyer's assent to these Terms and Conditions. Seller reserves the right in its sole discretion to refuse orders. SELLER HEREBY REJECTS ANY CHANGES TO THE TERMS AND CONDITIONS, AND ANY ADDITIONAL OR DIFFERENT TERMS OR CONDITIONS PROPOSED BY BUYER, WHETHER OR NOT CONTAINED IN ANY OF BUYER'S BUSINESS FORMS OR ON BUYER'S WEBSITE, AND SUCH CHANGES, ADDITIONAL OR DIFFERENT TERMS AND CONDITIONS SHALL BE VOID AND OF NO EFFECT UNLESS IN WRITING SIGNED BY SELLER SPECIFICALLY REFERRING TO AND AGREEING TO THE CHANGE. In addition, no site usage agreement, or any other click through agreement on a website will have any applicability or binding effect whether Seller clicks on an "ok", "I accept" or similar acknowledgement.

1. PRICES: Unless otherwise specified by Seller in writing and signed by an officer of Seller, the price of Goods shall be the price in effect at the time order is received by Seller. Prices are subject to change without notice.

2. TAXES: Seller's prices do not include sales, use, excise, or similar taxes. All sales are deemed made in Nokomis, Illinois USA for purposes of this Terms and Conditions Agreement and Illinois law. However, Seller will collect and remit sales, use, or similar taxes in accordance with the laws of each jurisdiction in which Seller has nexus and is required to do so. Applicable taxes will be added to the price charged to a Buyer who is the final purchaser or user of the Goods being purchased. If the Buyer is not the final purchaser or user, or the Buyer is exempt from such taxes, the Buyer is responsible for submitting satisfactory tax exemption documentation to Seller. Any tax or governmental charge, or increases thereto, which affect the Seller's costs of production, sale, delivery, shipment, or which Seller is otherwise required to pay or collect, in connection with the sale, purchase, delivery, storage, processing, use or consumption of Goods purchased, shall be added to the price to be paid by Buyer.

3. TERMS OF PAYMENT: For Buyers with satisfactory credit as determined by Seller in its sole discretion, the terms are 2% 10 days, Net 30, where a 2% discount can be taken if paid within 10 days from the date of the invoice or payment in full is due within 30 days from the date of invoice. Payments must be made in U.S. currency. For Buyers without satisfactory credit as determined by Seller in its sole discretion, Seller reserves the right to demand payment in full or Buyer's credit card information prior to shipment of the Goods. Seller shall have the right, among other remedies, either to terminate this agreement or to suspend further performance under this and / or other written agreements with Buyer in the event Buyer fails to make any payment to Seller when due. If any amount owed to Seller is not paid when due, it shall accrue interest, at the lesser of (1) Seller's current borrowing rate plus 2% percent per annum or (2) the maximum amount allowable by Illinois law, from the date on which it is due until it is paid in full. Buyer hereby grants Seller a security interest in all Goods sold to Buyer by Seller, which security interest shall continue until all such Goods are fully paid for, and Buyer, upon Seller's demand, shall execute and deliver to Seller such instruments as Seller requests to protect and perfect such security interest. Buyer authorizes Seller to file one or more UCC financing statements without Buyer's signature and agrees that Seller's security interest extends to all proceeds of the Goods. Buyer shall be responsible for all costs of collection incurred by Seller, including reasonable attorneys' fees, court costs, and collection agency fees.

4. SHIPPING AND DELIVERY: Goods will be shipped FOB SHIPPING POINT by a carrier chosen by Seller unless otherwise specified in writing on the purchase order. Title to the Goods shall pass to Buyer upon Seller's delivery of the Goods to the carrier at the shipping point, regardless of freight terms. While Seller will use all reasonable and commercial efforts to maintain the delivery date(s) acknowledged or quoted by Seller, all shipping dates are approximate and not guaranteed. Seller will make partial shipments unless instructed otherwise. Seller, at its option, shall not be bound to tender delivery of any Goods for which Buyer has not provided shipping instructions and other required information. If the shipment of the Goods is postponed or delayed by the Buyer for any reason, Buyer shall be responsible for all storage costs and other additional expenses resulting from the Buyer's postponement. Any claims for shortages or damages suffered in transit are the responsibility of the Buyer and shall be submitted by Buyer directly to the carrier. All other claims must be made in



writing to Seller within three (3) days after receiving the goods. Failure of Buyer to give such written notification to Seller shall constitute irrevocable acceptance of the Goods and a waiver of all claims by Buyer. Buyer waives any right to revoke acceptance of the Goods under UCC § 2-608 after acceptance has occurred.

5. **RETURNS.** At Ronk, we strive to provide solutions tailored to your needs, including custom products and specialty items sourced from third-party suppliers. Because of the unique nature of Ronk's products, returns can often be complex. Returns are accepted solely at Seller's discretion and only in accordance with Seller's then-current return authorization procedures. To help facilitate that process:

- **Return Authorization Required**

No products may be returned without prior written authorization from Ronk (Returned Material Authorization, "RMA").

- **Custom & Special-Order Products**

Products that are custom-made or specially sourced for your order are **non-returnable**. This ensures we can continue offering flexible, customer-specific solutions.

- **Condition & Shipping**

All approved returns must be:

- Freight prepaid by the customer, as directed by us.
- Securely packaged and in good condition upon arrival.

- **Restocking & Inspection**

Standard products accepted for return will be subject to a restocking fee and inspection charges, which will be communicated during the RMA process.

- **Warranty Status**

EXCEPT AS EXPRESSLY SET FORTH IN WRITING SIGNED BY AN AUTHORIZED OFFICER OF SELLER, SELLER MAKES NO WARRANTIES, EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION ANY IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR NON-INFRINGEMENT. ALL GOODS ARE PROVIDED "AS IS" AND "AS AVAILABLE." NO AFFIRMATION OF FACT, DESCRIPTION, SAMPLE, MODEL, OR SPECIFICATION, WHETHER WRITTEN OR ORAL, SHALL BE DEEMED TO CREATE ANY WARRANTY UNLESS EXPRESSLY SET FORTH IN A WRITTEN AGREEMENT SIGNED BY AN AUTHORIZED OFFICER OF SELLER. PRODUCTS THAT ARE OUT OF WARRANTY ARE NOT ELIGIBLE FOR RETURN.

6. **CHANGES:** Buyer may request changes or additions to the Good consistent with Seller's specifications and criteria. Upon acceptance of such changes, Seller may revise price and/or dates of delivery. Seller reserves the right to update product designs or specifications at any time to improve quality or performance. These updates will not affect custom made-to-order products. Such updates will apply only to future production, and Seller has no obligation to make such updates to Goods previously manufactured.

7. **CANCELLATION:** Orders may be canceled only with written approval from Seller. If Buyer requests cancellation, Buyer will be responsible for all costs incurred, including materials, labor, and any products already manufactured or specially ordered but not yet shipped. Seller reserves the right to cancel any order or portion of an order if necessary, including for reasons such as material availability or other unforeseen circumstances.

8. **ASSIGNMENT:** Buyer shall not assign its rights or delegate its duties hereunder or any interest herein without the prior written consent of Seller, and any such assignment, without such consent, shall be void.

9. **GENERAL PROVISIONS:** Buyer acknowledges that these Terms and Conditions are commercially reasonable and were negotiated or accepted in an arms-length transaction. These Terms and Conditions supersede all other communications, negotiations and prior oral or written statements regarding the subject matter of these terms and conditions. No change, modification, rescission, discharge, abandonment, or waiver of these terms and conditions shall be binding upon the Seller unless made in writing and signed on its behalf by a duly authorized representative of Seller. No conditions, usage of trade, course of dealing or performance, understanding or agreement purporting to modify, vary, explain, or supplement these terms and conditions shall be binding unless hereafter made in writing and signed by the party to be bound. No modification or additional terms shall be applicable to this agreement by Seller's receipt, acknowledgment, or acceptance of purchase orders, shipping instruction forms, or other documentation containing terms at variance with or in addition to



those set forth herein. Any such modifications or additional terms are specifically rejected and deemed a material alteration hereof. If this document shall be deemed an acceptance of a prior offer by Buyer, such acceptance is expressly conditional upon Buyer's assent to any additional or different terms set forth herein. No waiver by either party with respect to any breach or default or of any right or remedy, and no course of dealing, shall be deemed to constitute a continuing waiver of any other breach or default or of any other right or remedy, unless such waiver be expressed in writing and signed by the party to be bound. All typographical or clerical errors made by Seller in any quotation, acknowledgment or publication are subject to correction.

The validity, performance, and all other matters relating to the interpretation and effect of this agreement shall be governed by the law of the State of Illinois. Buyer and Seller agree that the proper venue for all actions arising in connection herewith shall be only in the state and federal courts located in Montgomery County, Illinois and the parties agree to submit to such jurisdiction. No action, regardless of form, arising out of transactions relating to this contract, may be brought by either party more than two (2) years after the cause of action has accrued. The U.N. Convention on Contracts for the International Sales of Goods shall not apply to this agreement.

10. EXCLUSIVE REMEDY; LIMITATION OF LIABILITY: Buyer's sole and exclusive remedy for any claim relating to the Goods shall be, at Seller's option, repair or replacement of the non-conforming Goods or refund of the purchase price. Such remedy shall not be deemed to have failed of its essential purpose. TO THE MAXIMUM EXTENT PERMITTED BY ILLINOIS LAW, IN NO EVENT SHALL SELLER BE LIABLE FOR ANY INDIRECT, INCIDENTAL, CONSEQUENTIAL, SPECIAL, EXEMPLARY, OR PUNITIVE DAMAGES, INCLUDING WITHOUT LIMITATION LOST PROFITS, LOSS OF USE, OR BUSINESS INTERRUPTION, WHETHER IN CONTRACT, TORT, OR OTHERWISE, EVEN IF ADVISED OF THE POSSIBILITY. SELLER'S TOTAL AGGREGATE LIABILITY ARISING OUT OF OR RELATING TO THE GOODS OR THIS AGREEMENT SHALL NOT EXCEED THE AMOUNT PAID BY BUYER FOR THE SPECIFIC GOODS GIVING RISE TO THE CLAIM.

11. INDEMNIFICATION: Buyer shall indemnify, defend, and hold harmless Seller and its officers, employees, and agents from and against any and all claims, damages, losses, liabilities, costs, and expenses (including reasonable attorneys' fees) arising out of or related to: (a) Buyer's misuse or improper application of the Goods; (b) Buyer's breach of these Terms and Conditions; or (c) Buyer's violation of applicable laws or regulations.

12. Force Majeure. Seller shall not be liable for delay or failure to perform due to events beyond its reasonable control, including acts of God, labor disputes, material shortages, transportation interruptions, governmental actions, or supplier failures.

13. Survival. Provisions relating to payment obligations, warranties, limitation of liability, indemnification, governing law, and venue shall survive termination or completion of these Terms and Conditions.

14. Successors and Assigns. These Terms and Conditions shall be applicable to and inure to the benefit of the successors and assigns of Seller and Buyer.

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