

Galaxy Design Group Terms and Conditions

Updated July 7, 2026

1. Contract Terms.

1.1 Parties and Scope. These Terms and Conditions of Sale (these “**Terms**”), together with the terms of each Order (as defined below), constitute a legally binding contract between **Galaxy Design, LLC** (“**Galaxy**,” “**we**” or “**us**”) and the customer (“**Customer**” or “**you**”) identified on the applicable Order. These Terms shall govern our sale of the products and services specified on each Order (the “**Products/Services**”) to you.

1.2 Quotations. We may issue you a written quotation setting forth the fees, specifications, assumptions and other terms and conditions related to Products/Services (each a “**Quotation**”). Unless otherwise stated on the quotation, the prices and other terms stated on a Quotation will remain valid for no more than 14 days from the date of the Quotation (the “**Validity Period**”). If you accept a Quotation, you must sign and return such Quotation to us, without modification, by the end of the applicable Validity Period. If you fail to do so by the end of the applicable Validity Period, then such Quotation will be null and void and Galaxy will have no obligations with respect to such Quotation. You may request changes to a Quotation. Galaxy is under no obligation to agree to any changes to a Quotation; however, if Galaxy agrees to make any changes to a Quotation, then Galaxy will issue a new Quotation to you that reflects such changes, and the previous Quotation will be deemed to be null and void.

1.3 Orders If you sign and return a Quotation to us, without modification, by the end of the applicable Validity Period, then that Quotation will be an “**Order**” for the purposes of these Terms and will constitute a binding contract between Galaxy and you for the purchase and sale of the Products/Services, solely on the terms and conditions set forth in such Order and these Terms (the “**Contract**”). To the extent any terms set forth on an Order conflict with any of these Terms, these Terms will control except to the extent otherwise expressly provided in the Order. We expressly reject

any terms or conditions that are different from or in addition to the Order and these Terms, whether such different or additional terms and conditions are set forth in a purchase order issued by you or in any other document exchanged by the parties. Neither our delivery of the Products/Services nor any other action, conduct or performance shall constitute acceptance of terms or conditions different from or in addition to the Terms and the applicable Order.

1.4 Scope Changes. Any modifications, additions, or deviations from the Order must be documented through a written Change Order that is signed by both parties (a “**Change Order**”). Each Change Order will be deemed to be an amendment to the Order, and is incorporated into the Contract by reference. No additional services, materials, or alterations will be performed unless and until a Change Order has been paid in full in advance, unless otherwise agreed in writing by the Galaxy. Customer acknowledges and agrees that failure to promptly sign a required Change Order may result in project delays, and that Galaxy may adjust project timetables accordingly and reschedule a project based on such delay.

Galaxy reserves the right to suspend work on any requested changes until these conditions are met. Verbal requests or informal communications shall not be deemed authorization to proceed with changes.

2. Provision of Products/Services.

2.1 We will provide the Products/Services in accordance with the terms set forth in the applicable Order and in these Terms. We may engage subcontractors to perform any services included in the Products/Services .

2.2 Unless otherwise expressly stated in the Order, we will place orders with our third party suppliers of Products/Services (the “**Suppliers**”) promptly after the Order date. You acknowledge and agree that: (a) we will be incurring costs on account of placing such orders, and that you will be subject to a Cancellation Charge (as defined below) in the event of any cancellation of this Order and (b) you will be subject to storage fees (at Galaxy’s then-current rate) (the “**Storage Fees**”) if you do not accept delivery of Products/Services on the scheduled delivery date (or if you fail to schedule a delivery date that is within a reasonable time after the products included

in the Products/Services are ready for delivery to you). You will bear all risk of loss for such products while they are being stored by Galaxy on your behalf.

2.3 Without limiting any of your other obligations under the Contract, you will provide us with reasonable cooperation, information and access as required for the provision of the Products/Services.

2.3 Any timetables set forth on the Order are estimates only, and may be adjusted due to Supplier delays, weather, material availability, permitting delays, scope changes, or other conditions beyond Galaxy's control.

2.4 For clarity, we are not responsible for permitting, plumbing, electrical, drilling, drywall, mechanical, running of conduits and chases or other construction work unless explicitly stated in the Order.

3. Financial Terms.

3.1 **Fees.** The fees for the Products/Services are as set forth in the Order (the "Fees"). We will invoice you for us the Fees in accordance with the payment schedule set forth in the Order. We will not place any orders for goods that are included in the Order until we receive your initial payment. In addition, payment must be received from you in full before we will commence any installation or other services that are included in the Order. If payment is not received in advance of services, such services may be delayed.

3.2 **Additional Charges.** Under certain circumstances, you may be subject to other additional charges as described on **Appendix A** (collectively with any Storage Fees, the "Additional Charges"). We will invoice you for any Additional Charges as they are incurred.

3.3 **Payment; Late Fees.** Payment of each invoice is due immediately upon receipt. If you are late in making payment, without affecting our other rights, we may suspend delivery or cancel the Contract, reject your future orders, and/or charge you a late-payment charge, from the due date until paid, at the rate of one percent (1.5%) per month (18% per year) or, if less, the maximum amount allowed by law. You agree to pay this late charge when we demand. If we appoint a collection agency or an attorney

to recover any unpaid amounts, we may charge you, and you agree to pay, all reasonable costs of collection, including all associated reasonable attorneys' fees.

3.4. Sales Tax and Exemptions. Sales tax will be applied on a state-by-state basis, determined by the applicable rates for the products in the Customer's state at the time of invoicing. You are responsible for providing any known exemptions and submitting a valid exemption certificate to the sales representative in advance of invoicing to avoid taxes being applied.

3.5. Credit Card Processing Fees. A Credit Card Processing Fee will be added to all credit card transactions once the transaction is completed. This fee will range from 2.75% to 4%, depending on the transaction and card used. The fee is due upon receipt.

3.6 Payment Method.

You may make payments to Galaxy by credit/debit card, ACH check or wire transfer. For credit/debit card and ACH payments, you are required to set up automated payments with our designated third party payment processor (currently **Maxio**), and provide written authorization for us to automatically charge all Fees and other amounts due under this Contract to your credit/debit card and/or bank account via ACH.

4. Supplier Warranties; Disclaimer

4.1 Each Supplier may offer a limited warranty with respect to their respective Products/Services as set forth in the Supplier's applicable warranty documentation. Some Products/Services may not be covered by any Supplier warranty, or may only be covered by a Supplier warranty that is not transferable to you as the end purchaser. Any warranties with respect to the Products/Services are made by the applicable Supplier, not Galaxy. To the extent you have any claim under such warranties, you will make such claims solely against the applicable Supplier and not Galaxy. However, Galaxy will provide you with reasonable assistance with respect to any such claims, provided that in no event will Galaxy be required to incur any costs in connection with the foregoing. In the case where a Supplier warranty for a Product/Service is made to Galaxy and is not transferable to you as the end purchaser, Galaxy will provide you with reasonable assistance to submit a warranty claim to the

Supplier and to pass through to you any benefit received from the Supplier with respect to such warranty claim.

4.2 Without limiting any warranties provided by the Suppliers, Galaxy Design LLC does not provide any warranties with respect to the Products/Services. ALL PRODUCTS/SERVICES ARE PROVIDED ON AN "**AS-IS**" BASIS. WE MAKE NO REPRESENTATIONS OR WARRANTIES OF ANY KIND WHATSOEVER RELATING TO ANY PRODUCTS/SERVICES OR OTHERWISE, EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION ANY IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, OF NON-INFRINGEMENT, OR REGARDING RESULTS OBTAINED THROUGH THE USE OF ANY PRODUCT/SERVICE, WHETHER ARISING FROM A STATUTE OR OTHERWISE IN LAW OR FROM A COURSE OF PERFORMANCE, DEALING OR USAGE OF TRADE, ALL OF WHICH ARE EXPRESSLY DISCLAIMED.

5. Supplier Delays. 5.1 Galaxy shall not be held liable for any delays in the delivery of Products/Services that are caused by the Supplier, including but not limited to production issues, supply chain disruptions, backorders, shipping delays, or other reasons. Estimated delivery dates are provided for convenience only and are subject to change based on manufacturer timelines.

5.2 Customer acknowledges that Galaxy is acting solely as an independent distributor and has no authority or ability to control or expedite Supplier lead times. In the event of a delay, Galaxy will make reasonable efforts to communicate updates and expected timelines but shall not be responsible for any resulting damages, penalties, or claims related to such delays.

6. Site Readiness

The Customer is responsible for ensuring that the designated installation site is adequately prepared and ready to accept delivery and installation per the requirements outlined in this Agreement. Failure to adequately prepare the site may result in additional charges for any travel costs or delays incurred by Galaxy or its subcontractors, including but not limited to flights, storage, shipping, accommodation, and transportation fees. Without limiting the foregoing, Customer must ensure that all

of the following conditions are met prior to delivery and installation (to the extent necessary):

- Paved parking with clear access to all building entrances
- A 42" door or opening to accommodate large equipment
- Onsite dumpster for packaging and crating materials
- Interior and exterior conditions must align with the detailed plans (ceiling grid, floor finishes, electrical outlets, etc.)
- If Customer has declined to purchase White Glove Services (as defined below) Customer is also responsible for having necessary equipment/resources to receive deliveries.

Any delays or site readiness issues may incur Additional Charges as provided in Appendix A.

7. Site Specifications:

7.1 To the extent required by Galaxy, it is the responsibility of the Customer to supply Galaxy accurate and complete drawings, specifications and other information required to ensure that the Products/Services in the Order are appropriate for the Customer location where they are to be installed including, but not limited to, architectural drawings, elevations, mechanical, electrical and/or plumbing drawings, rough drawings, roof plans (including all corresponding schedules for any of the foregoing), and any other drawings, specifications and documentation relevant to the equipment operating parameters and/or the location of equipment placement (collectively, “**Site Specifications**”). Customer represents and warrants that it has provided accurate and complete Site Specifications to Galaxy prior to Galaxy’s issuance of the Quotation. Galaxy is not responsible for any issues arising from Customer’s failure to provide such accurate and complete Site Specifications.

7.2 Any drawings supplied by Galaxy are for reference only, cannot be used as final working drawings, and must be reviewed and approved by the Customer. It is the responsibility of the Customer to ensure the accuracy of the documents provided to Galaxy. Galaxy assumes no responsibility for design, layout, and dimensioning, and/or local code requirements.

8. **Delivery**

It is the responsibility of the Customer to schedule all deliveries with sufficient time needed to coordinate with vendors. If applicable, any hood and ventilation systems will deliver directly to the project site and must be unloaded, inspected, accepted, and installed by others, unless stated in writing and separately listed. If applicable, any walk-in panels and associated refrigeration systems will deliver directly to the project site and must be unloaded, inspected, accepted, and installed by others, unless stated in writing and separately listed. Customer will inspect all equipment and other items delivered and notify Galaxy within 24 hours of receipt as to any damaged items, incorrect items or other issues.

9. **Termination.** You may not cancel an Order without Galaxy's written approval. Galaxy likely will not be able to approve any request to cancel an Order for custom Products/Services. As a condition to approving your request to cancel an Order, Galaxy reserves the right to: (a) retain an amounts paid by you in advance and (b) to the extent not covered by the amounts described in the preceding clause (a) charge you a cancellation fee equal to (i) all costs incurred and non-cancellable commitments made by Galaxy as of the date of cancellation (including all such costs and non-cancelable commitments with respect to ordering of any Products/Services), plus (ii) 20% of the total Order value (the "**Cancellation Charge**").

If Galaxy approves of Customer's cancellation of an Order, Galaxy will invoice any applicable Cancellation Charge (and any other outstanding charges) to Customer, and Customer agrees to pay such invoice within five (5) days of receiving the final invoice.

10. **Optional White Glove Service:**

Galaxy offers **White Glove Service** for the delivery, unloading, uncrating, assembly, and placement of equipment, and fixtures **at an additional cost** (the "**White Glove Service**"). If White Glove Service is not expressly stated in the Order, it is not included in the sold services. Th White Glove Service includes:

- assembly and placement of items as per the Customer's specifications set forth in the Order (for clarity, electrical and plumbing hook ups are not included);
- Careful handling of all products to ensure their safe arrival; and
- Removal of all packaging materials for a clean, finished installation.

While White Glove Service may in some cases be added pursuant to a Change Order process, White Glove Service must be arranged at the **time of the Quotation** to ensure availability and avoid additional charges. Notwithstanding anything to the contrary, the Fees set forth in the Order for White Glove Service are subject to field evaluation of site conditions, and are subject to change based on the results of such conditions. If you do not accept any such changes to the Fees, we reserve the right to cancel or limit the scope of the White Glove Service.

Any rescheduling of delivery or failure to meet site readiness requirements may result in cancellation fees, as outlined in this Agreement. See Appendix A.

11. Completion

Upon completion of delivery or any services under an Order, Galaxy, or its subcontractors, will provide the Customer with a acceptance document (which may be titled System Acceptance Form, Job Completion Form or by another name) outlining the items delivered and any services performed. Customer agrees to review and sign off on the form within 48 hours of delivery and job completion, confirming satisfactory delivery and completion of any applicable services.

If Customer fails to provide written notice of any defects, concerns, or punch list items within that time frame, or if the Customer fails to sign the completion form without reasonable cause, the items delivered and services provided shall be deemed accepted and completed.

Any use, occupancy, or benefit derived from the delivered items or completed work may also constitute implied acceptance.

Galaxy shall not be liable for any claims related to items delivered or services provided under an Order after acceptance has been provided or deemed given.

12. Product Returns

Product returns require **written consent** from Galaxy. All returns are subject to restocking fees, including freight, handling, and manufacturer charges. **Custom and special order items are non-returnable.**

13. Indemnity

The Customer agrees to indemnify, defend, and hold harmless Galaxy and affiliates and its and their respective employees and contractors from any third party claims, suits, actions and fines (“**Third Party Claims**”), and will pay all settlements, awards and costs and expenses of defense (including reasonable attorneys’ fees) with respect to Third Party Claims, in each case to the extent arising from the installation or use of the Products/Services, including, but not limited to, any failure to comply with local codes.

14. Liability

TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, WE WILL NOT BE LIABLE UNDER ANY LEGAL THEORY (INCLUDING BUT NOT LIMITED TO CONTRACT, NEGLIGENCE, STRICT LIABILITY IN TORT OR WARRANTY OF ANY KIND) FOR ANY INDIRECT, SPECIAL, INCIDENTAL, PUNITIVE, MULTIPLE, EXEMPLARY OR CONSEQUENTIAL DAMAGES (INCLUDING BUT NOT LIMITED TO COSTS OF COVER, LOST PROFITS, LOSS OF BUSINESS, LOSS OF GOODWILL OR LOSS OF REVENUE) THAT YOU OR ANY OF YOUR AFFILIATED ENTITIES OR CUSTOMERS MIGHT INCUR ARISING OUT OF OR IN CONNECTION WITH THE CONTRACT, OR THAT MAY ARISE FROM OR IN CONNECTION WITH ANY PRODUCTS/SERVICES, EVEN IF WE HAD NOTICE OF THE POSSIBILITY OF SUCH DAMAGES. IN ADDITION, OUR MAXIMUM AGGREGATE LIABILITY ARISING OUT OF OR IN CONNECTION WITH THE CONTRACT, OR ANY PRODUCT/SERVICE, IS LIMITED TO THE AMOUNT YOU PAID TO US FOR THE PRODUCT/SERVICE AT ISSUE. TO THE EXTENT ANY OF THE FOREGOING EXCLUSIONS AND LIMITATIONS OF LIABILITY ARE NOT ENFORCEABLE UNDER APPLICABLE LAW, SUCH EXCLUSIONS AND

LIMITATIONS SHALL BE ENFORCED TO THE MAXIMUM EXTENT PERMITTED UNDER APPLICABLE LAW.

15. Governing Law

This Agreement will be governed by and interpreted in accordance with the laws of the Commonwealth of Virginia, without regard to any provisions regarding conflict of laws. The United Nations Convention on Contracts for the International Sale of Goods shall not apply to the Contract. Any disputes arising from this Agreement will be resolved in the state or federal courts located in Virginia. Each party hereby consents, agrees and submits to the exclusive jurisdiction of such courts for all suits, actions or proceedings directly or indirectly arising out of or relating to the Contract, and waives any and all objections to such courts, including but not limited to objections based on improper venue or inconvenient forum.

16. Force Majeure

Galaxy shall not be liable for any failure or delay in performance under this Agreement if such failure or delay is caused by events beyond its reasonable control, including but not limited to acts of God, fires, floods, storms, earthquakes, strikes, civil unrest, war, government regulations, pandemics, or other unforeseen circumstances or events outside of Galaxy's reasonable control. In the event of a force majeure occurrence, Galaxy will promptly notify the Customer and work diligently to resolve the situation. However, the timeframe for performance may be extended as necessary to accommodate the delay.

- 17. Miscellaneous.** The Contract represents the entire agreement between you and us regarding the Products/Services we provide to you under it, and supersedes and replaces any previous agreements between us (whether written or oral). The Contract cannot be amended or modified unless you and we agree in writing. Our failure to exercise any rights under the Contract is not a waiver of our rights to damages for your breach of contract and is not a waiver of any subsequent breach. If any provision or part of the Contract is found by any court of competent jurisdiction to be invalid or unenforceable, such invalidity

or unenforceability will not affect the other provisions of the Contract. No person other than you or us will have any rights under the Contract. Headings are for convenience only and shall not be used in the interpretation of these Terms.

Appendix A

Customer will be responsible for additional charges under certain circumstances, in addition to those listed in the Order. A list of additional charges is set forth below, and is subject to updating by Galaxy based on then-current market price.

Service Type	Description
White Glove Service	Delivery with setup, installation, or premium handling.
Liftgate Service	Delivery requiring a liftgate for unloading.
Forklift or Crane Service	Delivery requiring specialized equipment for unloading.
Storage Fee	Temporary storage if customer is unavailable at delivery.
Late/Rescheduled Delivery	Customer not available at the time of delivery.

Site Condition Fee	Unclear or inadequate site conditions for unloading (e.g., no access, uneven ground).
Re-delivery Fee	Additional delivery when the customer is not ready to receive the equipment.
No-Show or Access Denied Fee	If customer is unavailable or refuses delivery.
Site Preparation Fee	Additional fee for preparing the delivery site (e.g., clearing space, providing support structures).

Automated Payment Authorization Addendum

This Automated Payment Authorization Addendum (the “Addendum”) is incorporated into the Service Agreement (the “Agreement”) between Galaxy Design, LLC (“Company”) and [Customer Name] (“Customer”), effective as of the date last signed below. By signing this Addendum, Customer authorizes Company to automatically collect payment of invoices as described herein. This Addendum remains in effect until revoked in writing as provided below.

Authorization of Automatic Payments

- **ACH Authorization:** Customer authorizes Company to initiate Automated Clearing House (ACH) debit entries (and, if necessary, credit entries to correct erroneous debits) to the Customer’s designated checking or savings account, for payment of all invoices when due. Customer agrees that such ACH transactions will comply with all applicable laws.

- Card Authorization: Customer also authorizes Company to charge Customer's designated credit or debit card for invoice payments when due. Customer agrees that such Card transactions will comply with all applicable laws.

Payment Methods and Details

- ACH (Bank Account) Payments: Customer shall provide the bank name, routing number, account number, and account type (checking or savings) to be debited. The account must be a valid account in Customer's name. Customer is responsible for maintaining sufficient funds for each debit.
- Credit/Debit Card Payments: Customer shall provide card information (card type, number, expiration date, and cardholder name) and, if requested, CVV/CVC code and billing address. Customer must provide updated card information to Company if the card expires, is replaced, or if any information changes, to ensure payments can be processed.
- Security of Payment Data: Company will handle Customer's banking and card information securely and in compliance with applicable data protection laws and industry standards. Payment data will be transmitted and stored using strong encryption and safeguards (for example, in accordance with PCI DSS requirements). Company will use Customer's payment information only to process the authorized payments and will not share this data with third parties except with financial institutions or payment processors as needed to complete transactions.

Timing of Charges

- Company will initiate an ACH debit or card charge immediately upon issuing an invoice to Customer. By signing this authorization, Customer agrees that each invoice will be automatically charged without additional notice or re-authorization at the time of each invoice. Invoices will be provided concurrently with or immediately following the transaction for Customer's records.

Data Protection and Privacy

- Company will comply with all applicable data security and privacy laws. Customer's payment account data will be stored and used only for the purposes of this authorization. Company implements industry-standard security measures (such as encryption and secure networks) to protect payment information. Company will not disclose Customer's sensitive account details except to the extent necessary to process payments.
- Customer consents to Company retaining the provided payment information to process future payments under this Addendum. Company will notify Customer of any material changes to how payment data is used or stored in advance of implementing those changes (for example, by email or updated agreement).

Customer Responsibilities

- Account Updates: Customer must promptly update payment profile if the designated bank account or card information changes (for example, if the account is closed or the card expires). Customer must also ensure sufficient funds or credit are available for each scheduled payment.
- Reviewing Invoices: Customer is responsible for reviewing each invoice after issuance. If Customer disputes any invoiced amount, Customer must notify Company in writing within ten (10) business days of the

charge. Any adjustments or credits for billing errors will be handled in accordance with the Agreement, but payment will not be delayed or reversed solely due to a pending dispute, unless otherwise agreed in writing.

- Fees and Penalties: If a payment is returned or a charge is declined (due to insufficient funds, closed account, incorrect information, etc.), Customer is still obligated to pay the invoice. Customer may be responsible for any bank or processing fees assessed by financial institutions as a result of a failed or returned payment.

Revocation of Authorization

- How to Revoke: Customer may revoke or cancel this authorization at any time by notifying Company in writing. Customer may revoke this authorization at any time by notifying Company in writing. Revocation will take effect only for future invoices issued after the date of revocation. This authorization cannot be revoked retroactively for payments already processed. To prevent a scheduled payment, Company must receive Customer's revocation notice at least three (3) business days before the due date of the next invoice. The notice should be sent to the address or email provided by Company. Once a timely revocation notice is received, Company will not initiate the payment(s) scheduled after the effective revocation date.
- Regulation E Rights (if Customer is a Consumer): If Customer is a consumer, Customer has additional rights under the federal Electronic Fund Transfer Act. Specifically, Customer may notify Customer's bank to stop payment of a preauthorized debit by providing at least three (3) business days' notice before the scheduled transfer date. Customer should follow the bank's procedures to place a stop-payment order and confirm any bank requirements.

- Copy of Authorization: Customer may request a copy of this authorization form Company. Company will provide a copy upon request, as required by law.

General Provisions

- Governing Law: This Addendum is governed by the laws of the state specified in the Agreement (or, if none is specified, the state of Company's principal place of business), and by applicable federal law.
- Amendments: Any amendment or modification to this Addendum must be in writing and signed by both Company and Customer.
- Severability: If any provision of this Addendum is held unenforceable, the remaining provisions will continue in full force and effect.

IN WITNESS WHEREOF, the parties have executed this Addendum as of the dates written below. This authorization is valid whether signed with an ink signature or via an electronic signature, as long as the signature process complies with applicable law.

Customer: _____ Name: _____
_____ Title: _____ Date: _____
