



DESERT PACIFIC SALES

SALES TERMS AND CONDITIONS

Effective Date: May 2026

1. Introduction and Scope

These Sales Terms and Conditions ("Terms") govern all quotations, purchase orders, sales, and transactions between Desert Pacific Sales ("Company," "we," "us," or "our") and any customer, buyer, or purchasing entity ("Customer" or "you"). Desert Pacific Sales is a manufacturer's representative agency serving California, Nevada, and Arizona, providing products for water well, light industrial, municipal, commercial, agriculture, irrigation, plumbing, and waterworks applications.

By placing an order or accepting a quotation from Desert Pacific Sales, the Customer agrees to be bound by these Terms. Any conflicting or additional terms contained in any Customer purchase order or other document shall not apply unless expressly agreed to in writing by an authorized representative of Desert Pacific Sales.

2. Orders and Acceptance

2.1 All orders are subject to acceptance by Desert Pacific Sales. An order is deemed accepted only upon issuance of a written order acknowledgment or confirmation from Desert Pacific Sales.

2.2 Desert Pacific Sales reserves the right to decline any order, in whole or in part, at its sole discretion, without liability to the Customer.

2.3 Customer is responsible for ensuring that all specifications, quantities, and other details included in a purchase order are accurate and complete. Desert Pacific Sales shall not be liable for errors resulting from incorrect or incomplete Customer-supplied information.

2.4 Once an order has been accepted, modifications or cancellations may be subject to a restocking or cancellation fee, as determined by the applicable manufacturer's policies.

3. Quotations and Pricing

3.1 All quotations issued by Desert Pacific Sales are valid for thirty (30) days from the date of issue, unless otherwise specified in writing. Prices are subject to change without notice after the quotation expiration date.

3.2 Prices quoted are in U.S. dollars and are exclusive of all applicable taxes, freight, insurance, and any other charges unless expressly stated otherwise.



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3.3 Desert Pacific Sales acts as a manufacturer's representative and does not set manufacturer pricing. Prices are subject to change in accordance with manufacturer price lists and market conditions.

3.4 Any typographical, clerical, or other errors in quotations, invoices, or other documents issued by Desert Pacific Sales shall be subject to correction without liability.

4. Payment Terms

4.1 Unless otherwise agreed in writing, payment terms are net thirty (30) days from the date of invoice. Desert Pacific Sales reserves the right to require payment in advance or other security for orders from new Customers or Customers whose credit standing is, in Desert Pacific Sales' judgment, unsatisfactory.

4.2 Overdue amounts shall accrue interest at the rate of one and one-half percent (1.5%) per month, or the maximum rate permitted by applicable California law, whichever is lower, from the due date until the date of full payment.

4.3 Desert Pacific Sales reserves the right to suspend shipment of pending orders if any Customer account is past due.

4.4 The Customer shall not withhold payment or offset any amounts owed to Desert Pacific Sales without prior written authorization.

5. Delivery, Shipping, and Risk of Loss

5.1 Delivery dates provided by Desert Pacific Sales are estimates only and are not guaranteed. Desert Pacific Sales shall not be liable for delays in delivery caused by factors beyond its reasonable control, including but not limited to manufacturer lead times, carrier delays, labor disputes, or acts of God.

5.2 Unless otherwise agreed in writing, all shipments are made FOB (Free on Board) origin. Risk of loss or damage to products passes to the Customer upon delivery to the carrier.

5.3 The Customer is responsible for inspecting all shipments upon receipt. Any claims for shortage or visible damage must be noted on the carrier's delivery receipt at the time of delivery and reported to Desert Pacific Sales in writing within five (5) business days of receipt.

5.4 Freight charges, insurance, and applicable duties are the responsibility of the Customer unless otherwise agreed in writing.



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6. Returns and Restocking

6.1 No product may be returned without prior written authorization from Desert Pacific Sales in the form of a Return Merchandise Authorization (RMA) number. Unauthorized returns will not be accepted and may be returned to the Customer at the Customer's expense.

6.2 Authorized returns are subject to the return policies of the applicable manufacturer. Restocking fees, typically ranging from fifteen percent (15%) to twenty-five percent (25%) of the original invoice value, may apply.

6.3 Products must be returned in their original, unopened, and undamaged packaging in a resalable condition. Products that have been installed, used, modified, or damaged will not be accepted for return.

6.4 Special order, custom, or made-to-order products are non-returnable and non-refundable.

7. Warranties and Disclaimers

7.1 Desert Pacific Sales is a manufacturer's representative and does not manufacture the products it sells. All product warranties are those of the respective manufacturer. Desert Pacific Sales will, to the extent possible, pass through any available manufacturer warranties to the Customer.

7.2 DESERT PACIFIC SALES MAKES NO EXPRESS OR IMPLIED WARRANTIES WITH RESPECT TO ANY PRODUCTS, INCLUDING ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, BEYOND THOSE PROVIDED BY THE MANUFACTURER.

7.3 The Customer is solely responsible for determining the suitability of any product for its intended application. Desert Pacific Sales does not assume responsibility for the selection, use, or suitability of products for any specific application.

7.4 Technical advice, application guidance, and product recommendations provided by Desert Pacific Sales are offered in good faith as a convenience to the Customer and do not constitute a warranty or guarantee of results.

8. Limitation of Liability

8.1 IN NO EVENT SHALL DESERT PACIFIC SALES BE LIABLE FOR ANY INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL, EXEMPLARY, OR PUNITIVE DAMAGES OF ANY NATURE, INCLUDING WITHOUT LIMITATION, LOSS OF PROFITS, LOSS OF DATA, LOSS OF BUSINESS, OR COST OF SUBSTITUTE GOODS OR SERVICES, ARISING OUT OF OR IN CONNECTION WITH THESE TERMS OR THE SALE OR USE OF ANY PRODUCTS, EVEN IF DESERT PACIFIC SALES HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.



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8.2 THE TOTAL CUMULATIVE LIABILITY OF DESERT PACIFIC SALES FOR ANY CLAIMS ARISING OUT OF OR RELATED TO THESE TERMS OR ANY ORDER SHALL NOT EXCEED THE PURCHASE PRICE ACTUALLY PAID BY THE CUSTOMER FOR THE SPECIFIC PRODUCTS GIVING RISE TO THE CLAIM.

9. Intellectual Property

All trademarks, trade names, product names, logos, and other intellectual property appearing in Desert Pacific Sales materials, catalogs, and communications are the property of Desert Pacific Sales or the respective manufacturers. No license or right is granted to the Customer to use any such intellectual property without prior written consent.

10. Regulatory Compliance and Product Standards

10.1 Products sold through Desert Pacific Sales are intended for the specific applications and industries described herein, including water well, municipal, commercial, irrigation, agricultural, plumbing, and waterworks uses. The Customer is responsible for verifying that any product selected meets all applicable local, state, and federal regulatory requirements for its intended use.

10.2 The Customer shall comply with all applicable laws and regulations governing the purchase, use, installation, and disposal of products, including but not limited to California state regulations and federal EPA guidelines pertaining to water and wastewater systems.

11. Force Majeure

Desert Pacific Sales shall not be in default or liable for any delay or failure to perform its obligations under these Terms to the extent that such delay or failure is caused by circumstances beyond its reasonable control, including but not limited to acts of God, natural disasters, pandemics, governmental actions, manufacturer production delays, labor disputes, transportation disruptions, or material shortages. In such events, Desert Pacific Sales shall notify the Customer as soon as reasonably practicable.

12. Confidentiality

Any pricing, technical, or commercial information disclosed by Desert Pacific Sales to the Customer in connection with a transaction is confidential and proprietary. The Customer agrees not to disclose such information to any third party without the prior written consent of Desert Pacific Sales, and to use such information solely for the purpose of evaluating or completing the relevant transaction.

13. Governing Law and Dispute Resolution

13.1 These Terms and all transactions between Desert Pacific Sales and the Customer shall be governed by and construed in accordance with the laws of the State of California, without regard to its conflict of law provisions.

13.2 Any dispute, claim, or controversy arising out of or relating to these Terms or any transaction hereunder



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that cannot be resolved through good-faith negotiation shall be submitted to binding arbitration administered by the American Arbitration Association (AAA) in accordance with its Commercial Arbitration Rules. The arbitration shall take place in California, and judgment on the award rendered may be entered in any court of competent jurisdiction.

13.3 Notwithstanding the foregoing, either party may seek injunctive or other equitable relief in a court of competent jurisdiction to prevent irreparable harm pending arbitration.

14. Severability and Waiver

14.1 If any provision of these Terms is held to be invalid, illegal, or unenforceable under applicable law, such provision shall be modified to the minimum extent necessary to make it enforceable, and the remaining provisions shall continue in full force and effect.

14.2 The failure of Desert Pacific Sales to enforce any right or provision of these Terms shall not constitute a waiver of such right or provision. Any waiver must be made in writing and signed by an authorized representative of Desert Pacific Sales.

15. Entire Agreement and Amendments

These Terms, together with any written order acknowledgment issued by Desert Pacific Sales, constitute the entire agreement between the parties with respect to the subject matter hereof and supersede all prior or contemporaneous negotiations, representations, warranties, or agreements relating thereto. These Terms may be amended only by a written instrument signed by an authorized representative of Desert Pacific Sales.

16. Contact Information

For questions regarding these Terms and Conditions, please contact:

Desert Pacific Sales

Manufacturer's Representative — Water & Wastewater Industries
Serving California, Nevada, and Arizona

Website: www.desertpacificsales.com

ACKNOWLEDGMENT

By placing an order with Desert Pacific Sales, the Customer acknowledges that it has read, understood, and agrees to be bound by these Terms and Conditions in their entirety.