TERMS & CONDITIONS OF SALE (TEXAS GOVERNING LAW)

1. Acceptance of Terms
All sales **SunField LLC ("Seller")** are expressly conditioned upon Buyer's acceptance of these Terms & Conditions. Buyer's issuance of a purchase order, acceptance of goods, or payment constitutes acceptance.

2. Payment Terms
Buyer shall make payment in accordance with the payment terms agreed upon in writing between Buyer and Seller. If no payment terms have been agreed upon in writing, the payment terms stated on Seller's invoice shall apply. Seller reserves the right to suspend or cancel shipments for non-payment.

3. Late Fees & Interest
Past-due balances shall accrue interest at **1.5% per month (18% annually)** or the **maximum rate allowed under Texas law**, whichever is higher, from the due date until paid.

4. Collection Costs & Attorney's Fees
Buyer agrees to pay **all costs of collection**, including but not limited to **reasonable attorney's fees, court costs, expert fees, and enforcement costs**, incurred by Seller in collecting any unpaid amounts.

5. Title & Risk of Loss
Title and risk of loss shall pass per the applicable **FOB terms** stated on Seller's invoice or sales order.

6. Prices
All Prices are subject to change without notice.

7. No Setoff / Withholding
Buyer may not withhold payment, set off, or deduct any amounts for alleged claims, disputes, or counterclaims without Seller's prior written consent.

8. Warranty Disclaimer
Except as expressly stated in writing, Seller disclaims all warranties, express or implied, including merchantability and fitness for a particular purpose.

9. Limitation of Liability
Seller's liability shall not exceed the invoice amount paid for the goods giving rise to the claim. Seller shall not be liable for consequential, incidental, or lost-profit damages.

10. Governing Law & Venue
These Terms shall be governed by the laws of the **State of Texas**, without regard to conflict-of-law rules. **Exclusive venue** shall lie in **state or federal courts located in Texas**, and Buyer consents to personal jurisdiction therein.

11. Severability
If any provision is held unenforceable, the remaining provisions shall remain in full force and effect.

Version 101226

Date 10/12/2026