

## Customer Terms & Conditions

These Terms & Conditions (“Terms”) apply to all orders placed for **MAXTERRA**® and other **NEXGEN** products (“Products”). These Terms are incorporated into every order. Before or at the time an order is submitted, Customer must be provided with or have access to these Terms, the applicable **NEXGEN** Limited Warranty (“Limited Warranty”), and the applicable installation guide or other required installation document (“Installation Guide”). By submitting an order, Customer confirms that it has reviewed and accepts those documents and is authorized to bind the purchasing entity. All documents can be found on the company website at [www.nexgenbp.com/policy](http://www.nexgenbp.com/policy).

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### ■ Document Set for Each Order

- These Terms apply to all orders unless a separate written agreement signed by **NEXGEN** and Customer expressly governs the transaction.
- Each order is governed by: (i) these Terms, (ii) the applicable Limited Warranty, and (iii) the applicable Installation Guide.
- If an order includes more than one product family, the applicable Limited Warranty and Installation Guide for each product family will apply to that portion of the order.

## 1. Acceptance

Customer acceptance of the order documents occurs upon submission of an order by any method, including but not limited to an online portal, purchase order, email, or other written or electronic communication. By submitting an order, Customer confirms it has reviewed and accepts the order documents and is authorized to bind the purchasing entity.

In addition, placing an order, issuing a purchase order, requesting delivery or will call, dispatching a carrier, or accepting Product constitutes Customer’s agreement to the order documents. Where an electronic acknowledgment process is used, it is confirmation of acceptance but not the exclusive means of acceptance.

## 2. Pricing, Payment, and Order Changes

Prices and freight quotes are subject to change until confirmed in writing or, for freight, until shipment is completed. Quotes are valid for thirty (30) days unless otherwise stated.

**Standard payment terms are 1% discount if paid within 10 days, net 30, unless otherwise agreed in writing.**

Any change to quantities, ship dates, destinations, shipping method, or similar order details after order placement requires **NEXGEN** approval and may result in revised pricing, freight, or lead times.



### 3. Freight, Delivery, and Storage

Unless otherwise agreed in writing, standard freight terms are FOB Destination – Customer Delivery Location. Shipping charges are billed separately and may include, without limitation, fuel surcharges, peak or seasonal surcharges, accessorial charges, and charges for special equipment or services, including but not limited to liftgate service, jobsite delivery, limited access locations, detention, re-delivery, or appointment scheduling. All such charges are subject to change based on carrier rates and site conditions at the time of shipment.

Customer is responsible for providing accurate delivery information and a safe, accessible delivery location. Additional charges may apply if conditions differ from those represented.

Title and risk of loss pass to Customer upon delivery. **NEXGEN** may hold inventory for up to ninety (90) days after receipt of a valid purchase order, subject to storage or handling charges. Storage or extended hold fees may apply for Customer-caused delays.

**NEXGEN** is not liable for delays caused by events beyond its reasonable control.

### 4. Will Call Pickups

Will call pickups are customer-arranged transportation and are subject to **NEXGEN's** Will Call Policy available at [www.nexgenbp.com/policy](http://www.nexgenbp.com/policy), as may be updated from time to time. Customer is responsible for compliance with that policy and for carrier selection.

Pickups are by appointment only. Customer must provide required carrier and driver information in advance. **NEXGEN** may refuse unsafe or non-compliant carriers.

Drivers must follow all procedures and verify product condition prior to departure. Title and risk of loss transfer upon loading. Signing the bill of lading constitutes acceptance except for noted discrepancies.

### 5. Inspection, Shortages, and Damage Claims

Customer must inspect Product at delivery or pickup and before use or installation. Visible issues must be documented on the bill of lading. Concealed issues must be reported within three (3) business days.

**Installation or use of the Product constitutes acceptance and waiver of claims for visible defects.**

Failure to properly inspect or report issues may affect claim, return, or warranty eligibility.

### 6. Returns

All returns require prior written approval and a Returned Goods Authorization (RGA). Requests must be made within thirty (30) days and include required documentation.

Returns are limited to unused, resalable Product in original packaging. Non-resalable material is not eligible.

Customer pays return freight. Approved returns are subject to a 30% restocking fee and inspection.



## 7. Warranty and Installation Documents

Each order is subject to the applicable Limited Warranty and Installation Guide available at [www.nexgenbp.com/policy](http://www.nexgenbp.com/policy), as updated from time to time.

Customer must strictly follow all installation, handling, and storage requirements.

**Any installation or use that deviates from or fails to strictly comply with the applicable Installation Guide will void the Limited Warranty in its entirety.**

Except as expressly stated in the Limited Warranty, **NEXGEN** disclaims all other warranties, express or implied.

Product subject to a claim must not be altered or removed before **NEXGEN** has had an opportunity to inspect, unless required for safety.

## 8. Limitation of Liability

To the fullest extent permitted by law, **NEXGEN's** total liability shall not exceed the purchase price of the Product giving rise to the claim.

**NEXGEN** shall not be liable for indirect, incidental, consequential, or special damages, including removal, reinstallation, delay damages, lost profits, or loss of use.

## 9. No Backcharges

Customer may not withhold payment, offset, or assert backcharges without **NEXGEN's** prior written consent.

## 10. Force Majeure

**NEXGEN** shall not be liable for failure or delay due to events beyond its reasonable control, including but not limited to weather, fire, labor disputes, carrier shortages, port congestion, supply chain disruptions, raw material shortages, supplier failures, or governmental actions.

## 11. Product Suitability / No Design Responsibility

Customer is solely responsible for determining Product suitability and compliance with project requirements and codes. **NEXGEN** is not responsible for design or system performance.

## 12. Color / Shade / Natural Variation

Product may exhibit natural variations in color or texture. Such variations do not constitute defects.



### 13. Cure Opportunity

NEXGEN must be given a reasonable opportunity to inspect and cure any alleged defect before repair or replacement. Failure to do so may void claims.

### 14. Payment and Lien Rights

NEXGEN reserves all rights to file liens, bond claims, or other security interests to secure payment.

### 15. Taxes

Prices do not include taxes. Customer is responsible for all applicable taxes unless exemption documentation is provided.

### 16. Order Cancellations

Orders may not be canceled or modified without written approval. Approved cancellations may include fees.

### 17. Attorney's Fees and Collection Costs

Customer agrees to pay all reasonable collection costs, including attorneys' fees.

### 18. Prevailing Terms

These Terms control over any conflicting Customer terms. Any additional or conflicting terms are expressly rejected unless agreed in writing by NEXGEN.

### 19. General

These Terms in effect at the time of order govern that order. These Terms, together with the Limited Warranty and Installation Guide, constitute the complete and exclusive agreement.

Customer acknowledges it has not relied on any representations not expressly set forth herein.

If any provision is unenforceable, the remainder remains in effect. These Terms are governed by Florida law with venue in Manatee County, Florida.

NEXGEN may maintain records of acceptance, including electronic or other evidence, together with the applicable version of documents.