



## **Terms & Conditions**

*Revised 02/04/2026*

JRA, LLC (d/b/a Jorban-Riscoe) would like to take this opportunity to thank you, our valued customer (also known as “Buyer”), for your continued support and business. In an attempt to minimize confusion, we would like to clarify our credit terms and express our desire to do everything we can to help everyone, most importantly our Buyers, get paid in a timely manner. These Terms and Conditions are a binding part of every purchase made by the Buyer and are incorporated into every purchase order, invoice, etc.

The acceptance of any order by Jorban-Riscoe from the buyer referenced on the face hereof or attached hereto (the “Buyer”), and/or Buyer’s acceptance of the equipment and merchandise referenced on the face hereof or attached hereto (the “Equipment”) constitutes Buyer’s acceptance of all the terms and conditions contained herein. Written purchase orders and change orders are required for all orders placed. Any inconsistent or additional terms contained in the Buyer’s purchase order are hereby rejected. The terms and conditions as stated herein shall not be modified other than in writing signed by Jorban-Riscoe and Buyer.

### **1. Prices and Quotes:**

All quotes are valid for thirty (30) days from the bid date noted on the quote. All prices for the Equipment are subject to change without notice. Equipment will be billed at the prices in effect at the time of shipment and are F.O.B. original shipping point. Prices do not include applicable federal, state and/or local taxes. Minimum order size is \$25.

### **2. Terms:**

The obligation of Jorban-Riscoe to fulfill any Buyer order in accordance with these terms and conditions is conditioned upon Buyer paying in full the purchase price for all Equipment related to the order. Unless otherwise agreed to by Jorban-Riscoe, payment of the full purchase price for the Equipment, plus taxes and freight where applicable, shall be due net thirty (30) days from the date of invoice (the “Payment Term”) with a service charge of one and one-half percent (1 ½%) of the invoiced amount applying to the unpaid balance for each month, or fraction thereof, for invoices not paid in full after thirty days. Jorban-Riscoe offers a “Pay Now” link offering Bank Transfer, ACH, and credit card options. Jorban-Riscoe imposes a convenience fee on any ACH or credit card transactions. Past due accounts could be placed on hold, could have intent to lien letters sent, or liens filed at Jorban-Riscoe’s discretion. If, in the sole discretion of Jorban-Riscoe, Buyer’s credit is impaired at any time, Jorban-Riscoe shall have the right, without incurring any liability, to change the terms of payment, stop shipment, and/or cancel any order.

### **3. Title and Risk of Loss:**

Title in and risk of loss for all Equipment sold hereunder shall pass to Buyer upon delivery to carrier F.O.B, Jorban-Riscoe’s facility or Jorban-Riscoe’s supplier, as applicable.



#### **4. Cancellation, Return, Change Orders, Delivery:**

Jorban-Riscoe is entitled to rely upon the receipt of either a written purchase order or email acknowledgement from Buyer in sufficient detail to enable it to fulfill any order. No orders may be withdrawn, canceled or returned by Buyer, nor may they be deferred when ready, unless Jorban-Riscoe shall have approved such withdrawal, cancellation, return or deferral in writing and Jorban-Riscoe shall have been paid a withdrawal, cancellation, return or deferral charge of a reasonable amount acceptable to Jorban-Riscoe. In the event Buyer shall request changes in its order after receipt thereof by Jorban-Riscoe, it shall be responsible for all charges reasonably incurred by Jorban-Riscoe with respect to such changes. Only Jorban-Riscoe stock Equipment inventory will be considered for return. No special-order items may be returned under any circumstances. In the event Jorban-Riscoe agrees to a return of stock Equipment inventory, all such Equipment shall be returned within thirty (30) days of delivery in new condition and in its original packaging and containers. All accepted returns are subject to a twenty-five percent (25%) restocking and/or handling fee. All accepted returns must include a copy of the original sales order, and a complete return goods authorization form. Any dates or schedules which may be specified for the delivery of the Equipment have been stated only approximately and are estimated from the date of release of Buyer's order, with complete specifications, designs, samples and other information reasonably requested by Jorban-Riscoe. Jorban-Riscoe shall not incur any liability, either direct or indirect, nor shall any order be canceled, because or as a result of any delays in meeting such dates or schedules. Jorban-Riscoe shall not be responsible or liable for any delays or failures in manufacture or delivery due to any cause or condition beyond the control of Jorban-Riscoe including, without limitation, strikes or labor difficulties, fire, floods, inability to secure transportation facilities, actions of the elements, shortage of materials or equipment, riots or other civil commotions, acts of God and war. Jorban-Riscoe is not responsible for any delays caused by third party suppliers of Jorban-Riscoe or the inability of any such third parties to deliver their goods. It is understood by Buyer that Jorban-Riscoe's quote may be based on a quote from a third party and Jorban-Riscoe shall not be bound by its own quote if any third party fails to provide its goods or services as agreed.

#### **5. Limited Warranty:**

Jorban-Riscoe makes no warranty whatsoever, except as to title, with respect to the Equipment. All Equipment is sold with the understanding that Buyer has independently determined the suitability or compatibility of such Equipment for its purposes. Any statements, technical information or recommendations concerning Equipment sold by Jorban-Riscoe are based upon data provided to Jorban-Riscoe by its suppliers and believed to be accurate, but do not constitute a guarantee or warranty.

Buyer's sole remedy for damaged or defective Equipment shall be through any warranty provided by the manufacturer of the Equipment (which will be made available upon request) and/or a claim against the shipper. All cartons/Equipment must be inspected, and any damage claim must be reported within forty-eight (48) hours of delivery. Jorban-Riscoe will use commercially reasonable efforts to assist Buyer in pursuing warranty.



claims with the manufacturer of the Equipment and resolving any claim for damages and/or losses in transit with the shipper.

EXCEPT FOR THE EXPRESS WARRANTY AS DESCRIBED ABOVE, THERE ARE NO OTHER WARRANTIES OR GUARANTEES, EITHER EXPRESS OR IMPLIED, WRITTEN, ORAL OR ARISING UNDER CUSTOM OF TRADE INCLUDING, WITHOUT LIMITATION, THE WARRANTIES OF MERCHANTABILITY AND FITNESS

FOR ANY PARTICULAR PURPOSE. NO WARRANTIES OR REPRESENTATIONS AT ANY TIME MADE BY ANY REPRESENTATIVE OF JORBAN-RISCOE SHALL BE EFFECTIVE TO VARY OR EXPAND THE ABOVE-REFERENCED EXPRESS WARRANTY OR ANY TERMS HEREOF.

**6. Limitation of Liability:**

In no event shall Jorban-Riscoe be liable to Buyer or to any third party for consequential, incidental or special damages, or for lost profits, resulting from or in any manner related to the Equipment, its delivery, non-delivery, design, use, or any inability to use the same, whether such damages be claimed under contract, tort or any other legal theory. Buyer understands that the sole and exclusive remedies of Buyer are those set forth in Section 5 hereof. Jorban-Riscoe's liability hereunder shall not exceed the purchase price of the Equipment that fails to meet Jorban-Riscoe's warranty of title. This limitation of liability shall survive the termination, expiration or cancellation of these terms and conditions.

**7. Indemnification:**

Buyer shall indemnify, defend and hold harmless Jorban-Riscoe against all claims, loss, liability and expense (including, without limitation, reasonable attorneys' fees) on account of: (A) any damaged property or injury or death of persons (including, without limitation, Buyer's employees) arising out of Buyer's unloading, storage, handling, use or disposal of the Equipment, or (B) Buyer's breach of these terms and conditions. This indemnity obligation of Buyer will survive the expiration, termination or cancellation of these terms and conditions.

**8. Tariffs:**

Jorban-Riscoe supplies equipment and products sourced from US manufacturers containing foreign components and equipment and products sourced from foreign manufacturers. In the event Jorban-Riscoe's cost of the equipment or products supplied in connection with this purchase order increases because of tariffs not in effect at the time of this purchase order, Jorban Riscoe shall be entitled to compensation to recover the costs of new tariffs passed on by its supplier or manufacturer.

**9. General:**

A. New Buyers without open account terms are welcome to purchase with a check, money order, ACH payment or credit card. Non-stock items require a 50% deposit to place the order with the balance due required prior to materials shipping.



B. Repairs to Equipment may be done by Jorban-Riscoe as mutually agreed by the parties. All repairs made by Jorban-Riscoe are on an F.O.B original shipping point basis and transportation charges on Equipment returned for repairs must be prepaid.

C. If Jorban-Riscoe initiates action or incurs any cost, fee, or expense in enforcing its rights hereunder, including, without limitation, Buyer's payment obligations (the "Enforcement Costs"), then Buyer agrees to reimburse Jorban-Riscoe upon demand for such Enforcement Costs. The Enforcement Costs shall include, but not be limited to, court costs and attorneys' fees incurred by Jorban-Riscoe in enforcing its rights.

D. There are no understandings between the parties as to the subject matter of these terms and conditions and the related transaction other than as set forth herein. All previous communications between the parties concerning the subject matter hereof, whether verbal or written, are abrogated and withdrawn, and these terms and conditions constitute the whole of the agreement between the parties.

E. These terms and conditions shall be determined and construed in accordance with, and shall be governed by, the laws of the State of Kansas. The parties agree that the United Nations Convention of Contracts for the International Sale of Goods will not apply to these terms and conditions. Further, Buyer and Jorban-Riscoe agree that the exclusive jurisdiction for purposes of resolving any dispute or claim arising in connection herewith shall be the local, state or federal courts within Johnson County, Kansas.

F. Nothing in these terms and conditions shall be construed as creating any act or beneficial right in or on behalf of any third party.

G. The failure of either party to insist or enforce in any instance strict performance of these terms and conditions or to exercise any rights hereunder conferred, shall not be construed as a waiver or relinquishment to any extent of its right to assert or rely upon such terms or rights on any future occasion.

H. In the event Buyer seeks to make payment in an amount less than the full amount of the invoice and Buyer intends such payment to be in full satisfaction of the invoice, Buyer must send such payment to Jorban-Riscoe, 9808 Alden Street, Lenexa, KS 66215, Attention: CEO.