



GENERAL TERMS AND CONDITIONS FOR SALES/RENTALS

Effective: August 5, 2026

These General Terms and Conditions for Sales/Rentals govern all sales and rentals of products by Scafom USA, Inc. and its subsidiaries and affiliates (collectively, “**Scafom**”) to any person or entity (“**Customer**”). These Terms supersede and replace all previous terms and conditions. Scafom reserves the right to modify these Terms at any time upon notice to Customer, and Customer's continued use of Scafom's Equipment following such notice shall constitute acceptance of such modifications.

1. APPLICABILITY AND PRECEDENCE OF TERMS

The Agreement, including these Terms, constitutes the exclusive and complete understanding between the parties regarding the subject matter hereof.

These Terms supersede and take precedence over any purchase order, quotation, proposal, confirmation, business form, website terms, or other communication or document from Customer, whether existing now or in the future.

Scafom expressly objects to and hereby rejects any additional, different, or supplemental terms or conditions proposed by Customer in any form, including but not limited to any purchase order, proposal, confirmation, website, or other document or media, whether oral or written, even if received or acknowledged after these Terms.

No Customer form, course of performance, course of dealing, or usage of trade, shall modify, supplement, or waive these Terms. Neither Scafom’s commencement of performance, shipment, nor acceptance of payment shall constitute acceptance of any Customer terms. Scafom’s failure to specifically object to conflicting or additional terms shall not operate as a waiver or acceptance thereof.

Acceptance of products or services from Scafom constitutes an agreement by Customer to these Terms and an express waiver by Customer of its own supplemental or conflicting terms. Unless otherwise specified in a written, signed agreement between Scafom and Customer, these Terms shall control. Unless otherwise specified in a quotation, any quotation issued by Scafom shall expire thirty (30) days from its date and may be modified or withdrawn by Scafom prior to receipt of Customer’s conforming acceptance.

2. DEFINITIONS

“**Agreement**” means either the separate written agreement signed by both parties, or the purchase order signed by Customer and accepted by Scafom in writing, for the sale or rental of Equipment, together with these Terms and Conditions, Scafom’s final quotation, and Scafom’s order acknowledgement, but expressly excluding any additional or different terms proposed by Buyer in accordance with Section 1 above. Unless expressly agreed to in writing and signed by

seller, the Terms and Conditions shall take precedence over other documents included in the Agreement.

“Equipment” means the equipment, parts, materials, supplies and other goods Scafom has agreed to supply Customer under the Agreement.

“Terms” means these Terms and Conditions, including any modifications or additional provisions specifically agreed upon by Scafom in writing, which form part of the Agreement.

3. DELIVERIES

If the Customer does not issue instructions as to the method of shipment by the time Equipment is ready for shipment or if the Customer has not issued such instructions by the time Equipment is ready for shipment, Scafom may select any reasonable method of shipment without liability by reason of its selection. If and to the extent that Equipment sold or rented hereunder is to be delivered from any Scafom facility, Scafom shall have the right to require the execution of an access agreement prior to granting Customer, its carriers, contractors or agents, access to such facility. Customer agrees that it, and its carriers, contractors and agents, will comply with all of Scafom's safety rules and regulations when they are at any of Scafom's facilities.

For all deliveries under these Terms, Customer is solely responsible for offloading or unloading of all Equipment and customer warrants that all hazardous materials will be unloaded in compliance with all applicable laws regarding the handling and transportation of hazardous materials.

Within two (2) days after Scafom's request from time to time, Customer will provide Scafom with appropriate documentation to verify the final destination and location of any Equipment delivered hereunder. Customer acknowledges and agrees that unless another location is approved in writing by Scafom, Customer's authorized right to use Equipment is limited to the final destination set forth in the Agreement. Use of any Equipment at unauthorized locations may be reported by Scafom to the appropriate authorities.

Scafom shall not be liable for any non-delivery of equipment or any failure of customer to receive equipment from carrier. Customer shall bear sole responsibility for all freight charges and restocking fees in the event that delivery cannot be completed within twenty-four (24) hours at Customer's designated location.

4. TITLE AND RISK OF LOSS; DELIVERY

Title to Equipment shall pass to Customer, and risk of loss or damage to the Equipment shall transfer to Customer, upon delivery of the Equipment at Scafom's designated shipping point under Ex Works (EXW) terms as defined by Incoterms 2020. Customer is responsible for all shipping, handling, and insurance costs from the point of delivery onward. For rental Equipment, title at all times remains with Scafom; Customer assumes risk of loss or damage upon delivery.

5. INSPECTION AND ACCEPTANCE OF EQUIPMENT

Customer shall, at its sole expense and risk, inspect all Equipment immediately upon receipt and, in no event later than ten (10) days following delivery ("Inspection Period"). Customer shall provide written notice to Scafom of any alleged defect, nonconformity, or shortage within the Inspection Period, specifying in reasonable detail the nature of such claim. Any use of the Equipment beyond reasonable inspection and testing during the Inspection Period, or failure to provide such written notice within the Inspection Period, shall constitute irrevocable acceptance of the Equipment and a waiver of all claims relating to defects, shortages, or nonconformities. Following acceptance, Customer shall have no right to reject the Equipment, and Scafom shall have no liability for any claimed defects, shortages, or nonconformities except as expressly provided in the applicable warranty provisions herein.

6. PRICE

The price of Equipment shall be as stated in Scafom's order acknowledgment, invoice, or price quotation. All prices are exclusive of taxes, shipping, handling, insurance, and any other charges unless expressly stated otherwise.

Price quotations are valid only for thirty (30) days from the date of issue unless otherwise stated in writing by Scafom, and may be amended or revoked at any time prior to written acceptance by Customer.

Scafom reserves the right, at any time prior to shipment, to adjust pricing for undelivered Equipment due to increases in Scafom's costs, changes in market conditions, or other causes beyond Scafom's reasonable control. Scafom will provide written notice to Customer of any such price adjustment.

Upon notice of a price increase, Customer may, by written notice to Scafom received within ten (10) days of such price increase notice, cancel only the affected undelivered portion of an order; provided, however, that Customer shall remain liable to pay Scafom the full contract price for all Equipment completed or in progress at the time of cancellation. All other cancellations are subject to Scafom's prior written consent.

All prices and other commercial terms shall be considered strictly confidential, and Customer shall not disclose any such information to any third party except as required by law.

7. TAXES

The prices quoted to Customer do not include any applicable taxes, duties, tariffs, consular fees, levies, penalties, or other charges imposed by any governmental authority, whether currently or in the future, on the rental of Equipment to Customer (collectively referred to as the "**Taxes**"). Scafom is legally obligated to charge Taxes and will add all applicable Taxes to the invoice as a separate line item, which the Customer is required to pay. The Customer agrees to indemnify and hold harmless Scafom against any Taxes, including all penalties, interest, costs, and expenses resulting from such Taxes, and shall make all such payments within 30 days of receiving notice

from Scafom. Scafom will accept valid tax exemption certificates from the Customer and adjust tax charges accordingly.

8. PAYMENT TERMS

Customer shall pay all invoiced amounts in U.S. dollars by wire transfer, ACH, or other method approved in writing by Scafom. Alternative forms of payment (e.g., bank check drawn on a U.S. bank) are permitted only with Scafom's prior written approval.

Unless otherwise expressly stated in the Agreement or invoice, full payment is due no later than thirty (30) days from the invoice date. Time is of the essence with respect to payment.

Any amounts not received by Scafom by the due date shall accrue interest, without notice or demand, at a rate of one and one-half percent (1.5%) per month, or the maximum rate permitted by applicable law, whichever is lower, compounded monthly, from the day after the due date until paid in full. Customer shall also pay all costs of collection, including reasonable attorneys' fees.

If Customer fails to make timely payment of any amount due, or if Scafom determines, in its sole discretion, that Customer's creditworthiness or performance is impaired or unsatisfactory, Scafom may (i) suspend performance, shipment or delivery, (ii) require advance payment or adequate security, or (iii) terminate the Agreement and declare all unpaid sums due immediately, in addition to any other rights or remedies available to Scafom at law or in equity.

If Scafom retains an outside vendor or attorney for collection of amounts due, Customer shall pay all costs and expenses incurred by Scafom (including, without limitation, attorneys' fees and court costs), regardless of whether a lawsuit is commenced.

Customer may not withhold, set off, or reduce any payment due to Scafom for any reason, including disputes or counterclaims, without Scafom's prior written consent.

All amounts paid or payable by Customer are non-refundable unless otherwise agreed in writing by Scafom.

9. COMPLIANCE WITH LAW

Customer will be responsible for compliance with all laws, treaties, conventions, directives, statutes, ordinances, rules, regulations, orders, writs, judgments, injunctions or decrees of any governmental authority having jurisdiction applicable to Equipment, following the Equipment's delivery by Scafom. This includes, but is not limited to, laws pertaining to operations, safety, maintenance, equipment, size and capacity, erection, dismantling and pollution prevention. Customer shall, at its own cost and expense, obtain all necessary licenses or consents from any governmental or other authority required for the acquisition, carriage, or use of the Equipment.

10. USE, MAINTENANCE, INSPECTION AND RETURN OF RENTED EQUIPMENT

10.1. Rental Period

The rental period under the Agreement shall begin on the day that the Equipment is deemed “delivered” to Customer under Section **Error! Reference source not found.** and shall terminate upon the return of the Equipment in pursuant to Section 10.4.

10.2. Use and Maintenance

Customer acknowledges the inherent hazards in handling, unloading, storing, transporting, erecting, dismantling, or otherwise using (“Use”) the Equipment. Customer shall Use all Equipment in a careful and proper manner and in compliance with all applicable laws, regulations, and manufacturer specifications and manuals. Customer, at its sole cost and expense, shall maintain the Equipment in good order, repair, appearance, and working condition (ordinary wear and tear excepted) throughout the rental period, including prompt replacement (at Customer’s expense) of any part that becomes lost, stolen, damaged, destroyed, worn, or otherwise unfit for use. All replacement parts, mechanisms, devices, upgrades, and improvements shall be deemed the property of Scafom and subject to this Agreement.

10.3. Ownership and Identification of Rental Equipment

All rental Equipment is, and shall remain, the property of Scafom, and Customer shall have no right, title or interest therein or thereto. The parties expressly agree that all rental Equipment shall be severable from any real estate to which it may be attached and shall remain the property of Scafom, free of any and all claims of anyone, including Customer, having or hereafter acquiring any interest in such real estate. At the request of Scafom from time to time, Customer shall affix tags, decals, or plates provided by Scafom to all rental Equipment indicating Scafom's ownership and shall not permit their removal or concealment.

10.4. Return of Equipment

Upon expiration or earlier termination of the rental period for any reason, Customer shall, at its sole expense, promptly return all Equipment to Scafom’s designated delivery point Delivered Duty Paid (DDP) in accordance with Incoterms 2020, free and clear of all liens, claims, encumbrances, and rights of third parties. Returned Equipment must:

- (a) Be in the same condition as received, ordinary wear and tear excepted,
- (b) Be thoroughly cleaned and free from all debris, residues, and hazardous materials, including but not limited to gunite, concrete, chemicals, oil, and carbon black,
- (c) Include all original documents, manuals, and all upgrades or improvements furnished during the rental period, and
- (d) Be properly banded or prepared for transport as originally delivered.

If Equipment is not returned in satisfactory and compliant condition, Customer shall be responsible for all costs incurred by Scafom for cleaning, repair, restoration, or replacement, and rental charges shall continue to accrue until all such deficiencies are remedied.

Scafom will not accept, and Customer shall not attempt to return, any equipment that was not originally supplied by Scafom.

10.5. Inspection and Remedies

Scafom and its representatives may, upon reasonable notice, enter any premises where the Equipment is located to inspect its condition and, if Equipment is not being maintained as required, to remove such Equipment at Customer's expense. Exercise of this right is without prejudice to Scafom's other remedies hereunder and at law.

11. WARRANTIES AND DISCLAIMERS

11.1. Limited Warranty

Customer is solely responsible for determining the appropriateness of any Equipment purchased or leased.

For Equipment sold hereunder, Scafom warrants to the Customer that it will deliver good title to the Equipment, free and clear of liens and encumbrances.

To the extent the limitation or exclusion of liabilities or damages contained herein is not permitted under applicable law, this limited warranty will apply to the maximum extent allowed by applicable law.

11.2. Disclaimer of All Other Warranties

The above warranty is in lieu of all other warranties, express or implied, and all other obligations or liabilities of Scafom, all implied warranties, terms and conditions (whether statutory or otherwise) are excluded to the fullest extent permitted by law. In particular, Scafom makes no warranty respecting the merchantability of the equipment or their suitability or fitness for any particular purpose, non-infringement of third-party rights, and warranties against latent defects.

12. INDEMNIFICATION

To the fullest extent permitted by law, Customer shall defend, indemnify, and hold harmless Scafom, its parent companies, subsidiaries, affiliates, and their respective officers, directors, employees, agents, representatives, and consultants (collectively, "Indemnitees") from and against any and all claims, demands, lawsuits, liabilities, damages, losses, costs, and expenses (including, but not limited to, attorney's fees and court costs) arising out of or related to the sale, rental, use, or possession of the Equipment, or any breach by Customer of its obligations under this Agreement. This includes, but is not limited to, claims for personal injuries, death, property damage, or environmental liabilities, regardless of whether based on negligence, strict liability,

contract, breach of warranty, or any other legal theory. However, this indemnification obligation shall not apply to any claims arising solely from the gross negligence or willful misconduct of Scafom. All disclaimers, limitations on liability, and indemnities in these Terms shall apply even in the event of the sole, joint, and/or concurrent negligence, strict liability, or other legal fault of any of the Indemnitees.

13. LIMITATION OF LIABILITY AND LIMITED REMEDIES

IN NO EVENT WILL SCAFOM BE LIABLE TO CUSTOMER FOR ANY (i) INDIRECT, INCIDENTAL, CONSEQUENTIAL, SPECIAL, EXEMPLARY OR PUNITIVE DAMAGES; OR (ii) LOST OR PROSPECTIVE PROFITS, LOST EARNINGS OR BUSINESS INTERRUPTION, EVEN IF ADVISED OF THE POSSIBILITY THEREOF, WHETHER OR NOT BASED UPON SCAFOM'S NEGLIGENCE, BREACH OF WARRANTY, STRICT LIABILITY, IN TORT OR ANY OTHER CAUSE OF ACTION, EXCEPT FO THE EXTENT CAUSED BY SCAFOM'S GROSS NEGLIGENCE OR WILLFUL MISCONDUCT. FOR THE SAKE OF CLARITY, THE PRECEDING SENTENCE INCLUDES THOSE INCIDENTAL AND CONSEQUENTIAL DAMAGES REFERENCED IN §2-715 OF THE TEXAS BUSINESS AND COMMERCE CODE.

Customer's exclusive remedy for any cause of action under these Terms, is, at Scafom's option limited to (i) replacement of non-conforming Equipment; or (ii) refund to customer of the portion of the purchase price or rentals paid attributable to such equipment. In any event, customer agrees that the return of the full sales price or rentals paid for that equipment sold or rented that was the cause of the alleged loss, damage or injury will prevent the foregoing remedies from failing of their essential purpose, and that such remedy is fair and adequate.

14. INSURANCE (RENTALS ONLY)

For the rental of Equipment, Customer agrees:

- (a) at its sole cost and expense, to maintain (i) property insurance on the Equipment for not less than the full replacement value (at Scafom's then current list price), naming Scafom as loss payee with all proceeds payable to Scafom, and (ii) commercial general liability insurance with an insurance company acceptable to Scafom, naming Scafom as an additional insured in a form satisfactory to Scafom, with limits of not less than \$1,000,000 for bodily injury, death or property damage, for any and all claims arising out of the use of the Equipment (collectively, the “**Required Insurance**”);
- (b) provide Scafom with: (i) a certificate showing proof of the Required Insurance; (ii) documentation showing Scafom is an additional insured; (iii) an endorsement stating that the Required Insurance is primary and any other insurance available to Scafom is excess and noncontributing; and (iv) if requested by Scafom, true and correct copies of any such applicable policies for the Required Insurance; and

- (c) ensure that Customer's Required Insurance policies contain a waiver of subrogation in favor of Scafom and that the certificate of insurance references the waiver of subrogation; and
- (d) notify Scafom within 24 hours after the occurrence of any claim, loss, damage or injury relating to the Equipment.

All deductibles or self-insured retention limits are the responsibility of Customer. Customer hereby appoints Scafom as its agent to make claim for, receive payment of, and execute and endorse all documents, checks, or drafts received in payment under any Required Insurance. The proceeds of Required Insurance, at Scafom's option, will be applied (i) toward the replacement, restoration, or repair of Equipment; or (ii) toward payment of Customer's obligations to Scafom.

If Customer fails to obtain or maintain the Required Insurance or fails to provide timely and reliable evidence satisfactory to Scafom that Customer has the Required Insurance, Scafom may, but is not required to, obtain insurance from an insurer of Scafom's choice in such form and amount as Scafom deems reasonable to protect Scafom's interests ("**Rental Insurance**"). Rental Insurance will cover only the rented Equipment and Scafom will not cover Customer, and will not cover any interest Customer has in the rented Equipment. Customer agrees to pay Scafom periodic charges for the Rental Insurance ("**Insurance Charges**") and Customer agrees that Scafom, at its option, may debit Customer's account under any previously authorized automatic payment for such Insurance Charges or by adding them to Customer's invoice.

Scafom shall have no duty to Customer or its insurers to review any certificates of insurance or copies of insurance endorsements furnished to Scafom or determine whether the certificates or endorsements comply with the insurance related portion of this Agreement.

Scafom's failure to detect Customer's non-submission of certificates or endorsements, or any other non-compliance with the insurance-related provisions of this Agreement, shall not constitute a waiver of Scafom's rights under this Section.

15. SECURITY INTEREST (SALES ONLY)

Scafom shall retain a security interest in the Equipment, including any replacements, and all proceeds and Equipment thereof until the Customer pays the full purchase price (including taxes, delivery and additional charges). Customer failure to pay any amount when due shall give Scafom the right to repossess and remove the Equipment. Such repossession and removal shall be without prejudice to any of Scafom's other remedies at law or in equity, and Customer hereby expressly waives any claims for damages or trespass arising from such repossession and grants Scafom and its agents the right to enter any premises where the Equipment may be located for purposes of repossession. Customer agrees that it shall do or cause to be done, execute and deliver, all such further acts and instruments as Scafom may reasonably request at any time in order to perfect and protect Scafom's security interest in the Equipment, including, without limitation, a financing statement appropriate for filing.

As collateral security for the full payment of the purchase price of the Equipment, Customer hereby grants to Scafom a lien on and security interest in and to all the right, title and interest of Customer in, to and under the Equipment, wherever located, and whether now existing or hereafter arising or acquired from time to time, and in all accessions thereto and replacements or modifications thereof, as well as all proceeds (including insurance proceeds) of the foregoing. The security interest granted under this provision constitutes a purchase money security interest under the Texas Business and Commerce Code (Texas UCC), and Customer authorizes Scafom to file UCC-1 financing statements and any amendments thereto without Customer's signature. Scafom shall have the right to file any and all documents and take any action it deems necessary to fully establish protection of its security interest in the Equipment; however, the failure of Scafom to file any such document shall not in any way act as a waiver of Scafom's right to such security interest.

16. DEFAULT AND REMEDIES

16.1. Events of Default

The occurrence of any of the following constitutes a default ("Default") by Customer under these Terms:

- (a) Failure to pay any amount due hereunder or under any related agreement when due;
- (b) Failure to perform or observe any other covenant, obligation, or condition required by this Agreement or these Terms, and such failure remains uncured for ten (10) business days after written notice from Scafom;
- (c) The occurrence of any of the following "Bankruptcy Events": (i) the filing of a bankruptcy or insolvency petition by or against Customer not dismissed within sixty (60) days; (ii) the appointment of a receiver, trustee, custodian, or similar officer for Customer or a substantial portion of Customer's assets; (iii) Customer's making an assignment for the benefit of creditors, calling a meeting of creditors, or generally failing to pay debts as they become due; or (iv) the occurrence of any liquidation or dissolution event by Customer;
- (d) Misuse, misappropriation, unauthorized relocation, or failure to maintain rented Equipment as required by these Terms.

16.2. Remedies

Upon the occurrence of a Default, Scafom may, at its sole discretion and without prejudice to any other rights or remedies available at law or in equity:

- (a) Terminate any or all Agreements or any pending orders with Customer, effective immediately upon written notice;
- (b) Accelerate and declare immediately due and payable all amounts owed by Customer, regardless of previously agreed payment schedules;
- (c) Suspend performance, shipment, or delivery under any Agreement with Customer;

- (d) Enter any premises where Equipment is located and repossess such Equipment, with or without legal process, and at Customer's expense;
- (e) Recover all actual costs incurred by Scafom, including but not limited to reasonable attorneys' fees, court costs, collection agency fees, and expenses related to repossession, repair, transportation, and storage;
- (f) Continue to bill, and Customer shall pay, rental charges for Equipment not returned in satisfactory condition until all deficiencies are remedied;
- (g) Exercise any and all other remedies available under applicable law, including but not limited to specific performance, injunctive relief, or claim for damages;
- (h) Apply any security, deposits, or other Customer property in Scafom's possession toward amounts due without further notice.

16.3. Cumulative Remedies and Waiver

The rights and remedies provided herein are cumulative and not exclusive of any rights or remedies otherwise available at law or in equity.

17. FORCE MAJEURE.

Except for Customer's payment, insurance, ~~and~~ indemnification, and Equipment maintenance obligations hereunder, neither party shall be liable for any delay or failure to perform its obligations under these Terms to the extent such delay or failure arises from circumstances beyond such party's reasonable control, including without limitation: acts of God; fire; explosion; flood; severe or abnormal weather conditions; riots or civil disturbances; war; acts of terrorism; governmental actions; pandemic; compliance with any law or governmental order; labor disputes; or destruction or loss of electronic records or data.

18. SUCCESSOR AND ASSIGNS

These Terms shall be binding upon and inure to the benefit of both Customer and Scafom, as well as their respective successors and permitted assigns. Customer may not assign or delegate its rights or obligations under these Terms without Scafom's prior written consent; any attempted assignment in violation of this provision is void.

19. GOVERNING LAW

THE VALIDITY, PERFORMANCE, CONSTRUCTION AND ALL OTHER MATTERS ARISING OUT OF OR RELATING TO THE AGREEMENT AND THESE TERMS SHALL BE INTERPRETED IN ACCORDANCE WITH THE LAWS OF THE STATE OF TEXAS, WITHOUT REGARD TO ITS CONFLICT OF LAWS RULES. The United Nations Convention on Contracts for the International Sale of Goods or any subsequently enacted treaty or convention shall not apply or govern the Agreement or the performance thereof or any aspect of any dispute arising therefrom.

20. ENTIRE AGREEMENT; AMENDMENT

These Terms supplement and are incorporated into any Agreement between the parties. In the event of any conflict between these Terms and a separate written Agreement between the parties, the Agreement shall control. If no separate Agreement exists, these Terms shall constitute the entire understanding between the parties. No amendment or modification of these Terms shall be valid unless in a written agreement signed by both parties.

21. NOTICES

All notices under these Terms must be in writing and delivered by certified mail, return receipt requested, or by nationally recognized overnight courier service to Scafom USA, Inc. at the following address: 1500 South 16th St, La Porte, TX 77571.

22. ARBITRATION

Any controversy or claim arising out of or relating to these Terms or any Agreement shall be settled exclusively by arbitration in Harris County, Texas in accordance with the following provisions:

- (a) There shall be three arbitrators, unless the parties mutually agree to a single arbitrator. In the absence of such agreement within ten (10) days after the initiation of an arbitration proceeding, Scafom shall select one arbitrator and Customer shall select one arbitrator, and those two arbitrators shall then select, within ten (10) days, a third arbitrator. If those two arbitrators are unable to select a third arbitrator within such ten (10) day period, a third arbitrator shall be appointed pursuant to the rules of the American Arbitration Association as provided herein. The decision in writing of at least two of the three arbitrators shall be final and binding upon the parties.
- (b) The arbitration shall be administered by the American Arbitration Association and the rules of arbitration shall be the Commercial Arbitration Rules of the American Arbitration Association.
- (c) The arbitrators shall be bound by and shall strictly enforce these Terms and any applicable Agreement and may not limit, expand or otherwise modify its terms. The arbitrators shall make a good faith effort to apply substantive applicable law, but an arbitration decision shall not be subject to review because of errors of law. The arbitrators shall be bound to honor claims of privilege or work product doctrine recognized at law, but the arbitrators shall have the discretion to determine whether any such claim of privilege or work product doctrine applies.
- (d) Each party shall bear its own fees and expenses with respect to the arbitration and any proceeding related thereto and the parties shall share equally the fees and expenses of the American Arbitration Association and the arbitrators.
- (e) The arbitrators shall have power and authority to award any remedy or judgment that could be awarded by a court of law in the State of Texas. The award rendered by arbitration shall be final and binding upon the parties, and judgment upon the award may be entered in any court of competent jurisdiction in the United States.

23. HEADINGS

The captions and section headings set forth herein are for convenience only and shall not be used in defining or construction of any of the terms and conditions of these Terms.

24. WAIVER

Waiver by either party of any breach of the terms and conditions contained herein will not be construed as a waiver of any other or continuing breach.

25. SEVERABILITY

The invalidity or unenforceability of any provision of these Terms shall not affect the validity or enforceability of its other provisions.

26. SURVIVAL

Neither the expiration nor the termination of these Terms or any Agreement shall impair the rights or obligations of either party that shall have accrued hereunder prior to or contemporaneously with such expiration or termination or arising under any other provisions which by their nature are meant to survive termination, including but not limited to all payment obligations, warranties, indemnifications, and confidentiality obligations; and without limiting the foregoing, the provisions related to Payment, Indemnification, Limitation of Liability, Governing Law, Dispute Resolution, and Non-Disclosure shall survive any expiration or termination of the Agreement.

27. NO THIRD-PARTY BENEFICIARIES

These Terms confer no rights or remedies on any third party unless expressly stated.

28. RELATIONSHIP OF PARTIES

Nothing herein constitutes a partnership or joint venture between the parties. Customer is an independent contractor and not an agent of Scafom.

CONTACT US

If you have any questions about these Terms, please contact Scafom USA, Inc. at team.northamerica@scafom-rux.com or (281) 470-7223 during normal business hours (Monday-Friday, 9:00 AM - 5:00 PM Central Time).