

Hamilton Industries, LLC

Standard Terms & Conditions of Sale

Version 4.0 · Effective August 31, 2026

We've updated our terms to help us better serve you. They set the same clear expectations — payment timing, shipping, returns — across every Hamilton Industries account, so you always know where things stand. If you have a question about anything here, your account representative is happy to walk through it with you.

These Standard Terms and Conditions of Sale (these “terms”) apply to every quotation, sales order, invoice, and customer purchase order of Hamilton Industries, LLC and its subsidiaries, affiliates, and successor entities (“Hamilton,” “we,” or “us”) — current and future (each, an “order”). “You” means the customer named on the quote or order. These terms replace all prior versions and govern each order unless a separate written agreement signed by both parties expressly states otherwise. We may update these terms from time to time; the version in effect on the date of your quote applies to that order.

1. These Terms and Your Order

Placing a purchase order against a Hamilton quote, accepting delivery, or asking us to proceed - whichever happens first - confirms your acceptance of these terms. Any different or additional terms presented on your purchase order or other documentation shall not be considered binding unless formally acknowledged by us in a signed written agreement. The terms of the executed primary agreement, which includes your order, will govern should any discrepancies arise. Quotes are valid for 30 days from their date unless the quote says otherwise, and all orders are subject to our acceptance and to product availability. We may correct clerical or typographical errors in any quote, acknowledgment, or invoice.

2. Pricing and Taxes

Prices are as shown on your quote and, unless stated otherwise, do not include taxes, shipping, handling, insurance, or special packaging or expedite fees - those are added to the invoice where they apply. You are responsible for applicable sales and similar taxes unless you give us a valid exemption or resale certificate before invoicing. If a supplier raises its price, if you reschedule or reconfigure an order, or if a price was quoted in error, the price may be adjusted; if we notify you of an increase, you may cancel the undelivered portion of that order by written notice before shipment and within 10 days of our notice.

3. Payment

Payment is due within 30 days of the invoice date, on approved credit. Where credit has not been established, or circumstances warrant, we may ask for other arrangements, including a deposit or payment in advance.

Undisputed balances that go past due are charged a finance charge of 1.5% per month, or the maximum rate allowed by law, whichever is less, together with reasonable costs of collection, including attorneys' fees. We may also pause shipments or work while an undisputed balance is past due — something we'd much rather avoid, so please reach out early if there's ever a billing question.

Please raise any questions about an invoice in writing within 15 days of receiving it. Invoices not disputed within that window are considered accepted. Disputing part of an invoice does not change the due date for the remainder, and you may not withhold, offset, or deduct any amount against other invoices or orders without our written agreement.

On orders placed directly by a U.S. Government agency, interest on late payment is governed by the Prompt Payment Act (31 U.S.C. Chapter 39) and its implementing regulations rather than by this section. Orders from prime contractors, systems integrators, resellers, distributors, and other commercial customers are subject to this section in full, regardless of the end user.

Until an order is paid in full, we retain the purchase money security interest in the products and in any proceeds of their resale, and you authorize us to file the financing statements needed to perfect it.

4. Shipping, Delivery, and Title

Unless your quote says otherwise, shipments are FOB Origin, freight prepaid and added to the invoice. Title and risk of loss pass to you when the products are handed to the carrier - except on U.S. Government destination-acceptance orders, where they pass as the applicable contract requires. Delivery dates are good-faith estimates based on manufacturer and distributor commitments; we will keep you posted on material changes, but we are not liable for delays outside our reasonable control. We may ship and invoice in partial shipments.

5. Receiving Your Order

Please inspect your order when it arrives and let us know in writing within 10 business days of delivery about any shortages, shipping damage, defects, or incorrect products. After 10 business days, products are considered accepted. Regarding confirmed issues, we shall arrange for the replacement of the implicated products or issue a credit corresponding to their invoiced amount.

6. Returns and Cancellations

Once custom-ordered materials are placed with the manufacturer, project-specific orders and custom configurations cannot be cancelled. Furthermore, software that is licensed cannot be returned. To handle any outstanding issues, please contact us for a return authorization (RMA) prior to sending back items. Restocking fees may apply to returns and cancellations, as these are subject to the manufacturer's or distributor's policy. No returns are accepted for orders that feature value-added services like assembly, configuration, kitting, or customization. Please note that using these services may invalidate the manufacturer's warranty. Items can be returned in their original, unopened packaging with all original materials if they are sent with freight costs paid within the RMA timeframe.

7. Warranties

Where available, we pass the manufacturer's warranty through to you, and warranty service is provided by the manufacturer. We warrant products we assemble, configure, or customize against defects caused solely by that work for 90 days after delivery, and we will perform any services in a professional and workmanlike manner.

EXCEPT AS STATED IN THIS SECTION, HAMILTON MAKES NO OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING ANY IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR NON-INFRINGEMENT.

8. Software and Subscriptions

Software and cloud subscriptions are licensed, not sold. They are governed by the publisher's license or subscription agreement, which you accept by installing or using them; we convey only the rights the publisher makes available to us as a reseller.

9. Our Liability to Each Other

TO THE MAXIMUM EXTENT THE LAW ALLOWS, NEITHER OF US IS LIABLE FOR INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL, OR PUNITIVE DAMAGES, OR FOR LOST PROFITS, REVENUE, DATA, OR USE, AND HAMILTON'S TOTAL LIABILITY ON ANY ORDER WILL NOT EXCEED WHAT YOU PAID US FOR THE PRODUCTS GIVING RISE TO THE CLAIM. THIS SECTION DOES NOT LIMIT LIABILITY THAT CANNOT BE LIMITED BY LAW.

10. Exports and Government Orders

Products may be subject to U.S. export control and sanctions laws; please do not export, re-export, or divert them contrary to law, and you are responsible for any export licenses on shipments you direct outside the United States. Country-of-origin, ECCN, and compliance designations (TAA, RoHS, and similar) are as our suppliers provide them - we pass them through in good faith but do not independently warrant them. On orders under a U.S. Government contract or subcontract, only the federal clauses that law or regulation requires to flow down to commercial-item subcontractors apply, and only to that extent; DPAS-rated orders are accepted per 15 C.F.R. Part 700 (please identify the rating on your order), and orders under a contract vehicle, including NASA SEWP, are also subject to that vehicle's terms.

11. Confidentiality

Each party shall safeguard the confidential business, technical, and pricing information of the other, exercising the same degree of care as they do for their own proprietary data, and shall restrict its use solely to the fulfillment of the order. Hamilton's quotations and associated costs are considered proprietary information and must not be disclosed to external entities without prior authorization, unless legally mandated.

12. The Legal Basics

Neither of us is liable for delay or failure to perform (other than payment) caused by events beyond our reasonable control — including supply chain or carrier disruption and manufacturer allocation or discontinuation — and we will each comply with the laws that apply to our side of the order. These terms and each order are governed by Virginia law (the UN Convention on Contracts for the International Sale of Goods does not apply); we will each try in good faith to resolve any dispute through direct discussion first, and any court action belongs exclusively in the state courts of Fairfax County, Virginia, or the U.S. District Court for the Eastern District of Virginia. The entirety of the agreement for the order is comprised of these terms and the specified quotation. Orders and these terms cannot be assigned without our written consent, except that either of us may assign to a successor in a merger, reorganization, or sale of substantially all assets — including a reorganization among Hamilton's affiliated entities. Amendments need a signed writing, and the sections that by their nature should survive (payment, warranty disclaimer, liability limits, confidentiality, and governing law) do.

Questions about any of this? Just ask — we're happy to walk through it.