

# **WORLDWIDE RIGGING LLC CANCELLATION POLICY**

Effective Date: September 14, 2026

## 1. Scope and Relationship to Terms

This Cancellation Policy applies to requests to cancel orders placed with Worldwide Rigging LLC and any applicable selling affiliate collectively referred to as "Seller." "Buyer" means the person or entity that places or is responsible for the applicable order.

This Cancellation Policy supplements Seller's Terms and Conditions, the applicable quote, order acknowledgment, statement of work, and any other written agreement governing the transaction collectively referred to as the "Terms." Capitalized terms not defined in this Policy have the meanings stated in the Terms.

If this Cancellation Policy conflicts with a signed agreement expressly modifying the Terms or with an order acknowledgment that expressly addresses cancellation, the signed agreement or order acknowledgment will control. The version of this Cancellation Policy provided or made available to Buyer before Seller accepts the applicable order will govern that order.

This Cancellation Policy concerns cancellation of an order before completion or shipment. Returns of products after shipment or delivery are governed by Seller's separate Return Policy and the applicable warranty provisions of the Terms.

## 2. When an Order Becomes Binding

An order is not binding on Seller unless and until Seller accepts it as provided in the Terms. Seller's receipt of a purchase order, payment, deposit, drawing, specification, or other information does not by itself constitute acceptance unless Seller confirms otherwise in writing or accepts through performance as provided in the Terms.

Buyer may request withdrawal of an order before acceptance by delivering written notice to Seller. If Buyer separately authorized Seller to begin procurement, engineering, fabrication, testing, certification, or other work before formal order acceptance, Buyer remains responsible for the resulting work, materials, commitments, and charges.

After Seller accepts an order, Buyer may not unilaterally cancel it. Cancellation requires Seller's written approval except where applicable law gives Buyer a nonwaivable right to cancel.

## 3. How to Request Cancellation

Buyer must submit a cancellation request in writing to:

Email: [Mike@wwrigging.com](mailto:Mike@wwrigging.com)

The request must include:

- Buyer's name and account information;
- The applicable quote, purchase-order, order-acknowledgment, or invoice number;
- The products, services, quantities, or order lines Buyer seeks to cancel;
- The reason for the request;
- The date by which Buyer requests cancellation; and
- The name and contact information of the person authorized to act for Buyer.

A telephone call, voicemail, refusal of delivery, chargeback, stop-payment request, or failure to pay does not constitute an effective cancellation request. Nothing in this paragraph limits a payment-dispute or chargeback right that cannot lawfully be waived.

Buyer should submit a cancellation request as soon as possible. Delay may result in additional work, procurement, supplier commitments, testing, fabrication, shipment, or other costs and may make the order noncancelable.

## 4. Seller's Review and Approval

Seller may approve or deny a voluntary cancellation request in its discretion after considering:

- Whether Seller has accepted the order;

- Whether the order concerns standard stock products or custom, fabricated, modified, tested, certified, special-order, non-stock, or cut-to-length products;
- Whether Seller has allocated inventory;
- Whether materials or components have been ordered or committed;
- Whether engineering, drafting, programming, fabrication, modification, testing, certification, packaging, or other work has begun;
- Whether Seller or a supplier can stop or reverse the applicable work or commitment;
- Whether the products can reasonably be resold;
- Whether shipment has been arranged or completed; and
- The costs, losses, and administrative burden reasonably resulting from cancellation.

A cancellation is not effective unless and until Seller issues a written cancellation confirmation identifying the canceled portion of the order and any applicable charges, credits, or refund.

Unless Seller provides written confirmation, the order remains in effect, Seller may continue performance, and Buyer remains responsible for all payment and performance obligations.

Seller's acceptance of one cancellation does not require Seller to accept another cancellation or waive any provision of this Policy or the Terms.

## 5. Noncancelable Orders and Activities

Seller will not approve cancellation after:

- Fabrication of the affected product has begun; or
- The affected product has been delivered to a carrier or otherwise shipped.

Seller also may deny cancellation once any of the following has occurred:

- Materials or components have been ordered, purchased, reserved, or committed;
- Standard inventory has been specially allocated to Buyer;
- Cutting, splicing, assembly, modification, tagging, labeling, or packaging has begun;
- Engineering, drafting, programming, inspection, proof testing, load testing, certification, or other specialized work has begun;
- A noncancelable commitment has been made to a manufacturer, supplier, subcontractor, testing facility, carrier, or other third party; or
- Seller has otherwise materially changed its position in reliance on the accepted order.

Custom, fabricated, modified, proof-tested, certified, special-order, non-stock, and cut-to-length products are generally noncancelable once Seller has begun work or incurred a commitment specifically for Buyer's order.

Seller may make an exception in a written agreement signed or approved by an authorized representative of Seller. An exception does not establish a course of dealing or waive Seller's rights concerning any other order.

## 6. Cancellation Charge

Seller may condition an approved voluntary cancellation on Buyer's payment of a cancellation charge of up to twenty-five percent (25%) of the price of the canceled portion of the order.

The cancellation charge is not automatic. Seller may determine the charge based on the circumstances existing when Seller receives the cancellation request, including:

- Order-entry and administrative work;
- Inventory reservation and handling;
- Production scheduling and disruption;
- Lost production capacity;
- Lost sales opportunity or anticipated profit;

- Difficulty reselling the affected products;
- Supplier-cancellation requirements; and
- Other losses that are difficult to calculate precisely when the order is accepted.

The cancellation charge is intended to compensate Seller for reasonably anticipated or actual loss and administrative burden. It is not intended as a punishment or penalty and will not exceed the maximum amount permitted by applicable law.

## 7. Additional Costs Resulting from Cancellation

In addition to the cancellation charge, Buyer must reimburse Seller for reasonable, nonrecoverable costs attributable to the canceled portion of the order, to the extent those amounts are not already included in the cancellation charge. These costs may include:

- Completed fabrication, modification, or other work;
- Engineering, drafting, programming, and setup;
- Materials, components, and inventory acquired or committed for the order;
- Noncancelable manufacturer, supplier, subcontractor, or third-party charges;
- Testing, proof testing, certification, inspection, and documentation;
- Special packaging, crating, freight, and carrier charges;
- Storage, handling, demobilization, and disposal costs;
- Reasonable costs incurred in stopping or modifying work; and
- Other reasonable costs directly caused by the cancellation.

Seller will not recover the same loss twice. In determining the final amount due, Seller will provide appropriate credit for:

- Costs Seller reasonably avoids because of the cancellation;
- Supplier refunds or credits actually received and attributable to the canceled portion;
- The reasonable net value of materials or completed products Seller retains and can use; and
- Net proceeds Seller receives from a commercially reasonable resale, to the extent required by the Terms or applicable law.

Buyer remains responsible for any balance due after these credits are applied.

## 8. Deposits, Prepayments, Credits, and Refunds

Seller may apply any deposit, advance payment, progress payment, account credit, or other amount held by Seller to:

- The cancellation charge;
- Completed work;
- Committed materials and supplier charges;
- Other reimbursable cancellation costs;
- Past-due invoices; and
- Any other amounts lawfully owed by Buyer under the Terms.

Seller will provide a final cancellation accounting after the applicable charges and credits can reasonably be determined.

If Buyer's payments exceed the amounts Seller is entitled to retain or offset, Seller will issue the remaining balance as a refund or account credit, consistent with the original payment method, the parties' account arrangement, and applicable law.

Seller will process any refund within the time required by applicable law. Nothing in this Policy creates a blanket forfeiture of a deposit or permits Seller to retain amounts exceeding its enforceable contractual charges, damages, and offsets.

Seller may require payment of the cancellation charge and other reasonably ascertainable amounts before approving or implementing a voluntary cancellation.

## 9. Partial Cancellations and Order Changes

Seller may approve cancellation of only part of an order. Charges will be calculated based on the canceled portion and the effect of the cancellation on the remaining order.

Cancellation of one order line does not cancel any other order line unless Seller's written confirmation expressly states otherwise.

A request to change quantity, dimensions, materials, specifications, testing, certification, delivery, or other requirements is an order-change request rather than a cancellation unless Seller determines otherwise.

An approved change may result in:

- A revised price;
- A new delivery or completion date;
- Additional engineering, material, testing, certification, handling, or administrative charges; or
- Treatment of the original product or work as canceled if the change makes completed or committed work unusable.

No cancellation or change is binding unless confirmed in writing by Seller.

## 10. Cancellation or Suspension by Seller

Seller may reject, suspend, stop, or cancel an order to the extent permitted by the Terms or applicable law, including when:

- Buyer fails to make a required payment;
- Buyer exceeds an approved credit limit or no longer satisfies Seller's credit requirements;
- Buyer fails to provide requested assurance of performance;
- Buyer provides inaccurate, incomplete, or misleading information;
- Buyer breaches the Terms or another agreement with Seller;
- Performance would violate an export-control, sanctions, safety, licensing, or other legal requirement;
- Seller reasonably identifies a product-safety, misuse, fraud, or compliance concern;
- A material pricing, specification, availability, or clerical error occurred;
- A manufacturer or supplier discontinues or cannot supply a required product or material;
- A force-majeure or other event outside Seller's reasonable control prevents or materially delays performance; or
- Seller otherwise has a cancellation or suspension right under the Terms or applicable law.

If Seller cancels an order without a breach or default by Buyer, Seller will refund or credit any payment attributable to products or services Seller will not provide, less any amount that Seller is lawfully entitled to retain.

If Seller cancels because of Buyer's breach, default, repudiation, or failure to provide adequate assurance, Seller may apply deposits and other payments against its enforceable charges, damages, costs, and offsets and may pursue any other remedy available under the Terms or applicable law.

## 11. Shipping Delays and Seller Nonperformance

Estimated delivery or completion dates are not guaranteed except where Seller expressly agrees otherwise in writing. Buyer may not cancel solely because of an estimated delay unless Seller approves the cancellation or the Terms or applicable law provides a cancellation right.

For a covered mail, Internet, or telephone order, Seller will provide any delay notice, cancellation option, adequate means of cancellation, and prompt refund required by applicable federal law.

Nothing in this Policy limits Buyer's rights, if any, when:

- Seller fails or refuses to deliver;
- Seller repudiates the order;
- Buyer rightfully rejects products;

- Buyer justifiably revokes acceptance;
- Seller materially breaches the applicable agreement; or
- Applicable law otherwise authorizes cancellation.

Seller may contest whether the legal requirements for any claimed cancellation, rejection, revocation, or breach have been satisfied.

## **12. Mandatory Consumer Cancellation Rights**

This Policy does not limit or waive a cancellation or cooling-off right that applicable law makes nonwaivable.

Certain consumer transactions entered into away from Seller's regular place of business may carry a statutory right to cancel without a fee or penalty. Where such a right applies, Seller will provide the required cancellation notice and will honor a timely cancellation in the manner required by law.

A statutory cancellation made under such a mandatory right is not subject to the discretionary-approval requirement or cancellation charge in this Policy to the extent applicable law prohibits those conditions.

Buyer must make delivered products available for retrieval or follow lawful return instructions as required by the applicable cancellation law.

## **13. Effect of Cancellation**

Except as expressly stated in Seller's written cancellation confirmation:

- Cancellation does not waive any payment obligation or other liability accrued before cancellation;
- Cancellation does not release Buyer from responsibility for completed work, committed costs, or other amounts payable under this Policy or the Terms;
- Cancellation does not waive either party's claim arising from an earlier breach;
- Provisions concerning payment, warranties, limitations of liability, indemnification, dispute resolution, confidentiality, intellectual property, and other provisions that by their nature should survive will remain effective; and
- Seller retains all remedies available under the Terms and applicable law.

## **14. No Expansion of Warranty or Return Rights**

Approval of an order cancellation does not:

- Constitute an admission that a product is defective or nonconforming;
- Expand any product warranty;
- Create a right to return a product after shipment;
- Modify Seller's separate Return Policy; or
- Provide a remedy beyond those available under the Terms or applicable law.

## **15. Governing Terms and Disputes**

Any dispute concerning this Cancellation Policy or an order cancellation is governed by the governing-law, informal-dispute-resolution, arbitration, class-action-waiver, venue, and other dispute provisions in Seller's Terms and Conditions.

Nothing in this Policy requires arbitration of a claim that applicable law prohibits from predispute arbitration.

## **16. Policy Changes**

Seller may revise this Cancellation Policy prospectively. A revised version will not retroactively alter an accepted order unless Buyer and Seller agree in writing or applicable law permits the change.

Seller will retain or make available the version applicable to each transaction.

## **17. Contact Information**

Cancellation requests and questions regarding this Policy may be sent to:

Worldwide Rigging LLC  
324 Bay Street NE  
Fairburn, Georgia 30213

Order-Cancellation Email: [Mike@wwrigging.com](mailto:Mike@wwrigging.com)  
Telephone: 949-433-7764

A cancellation request should not be sent only to an individual salesperson unless that salesperson has been designated by Seller to receive cancellation requests. Buyer is responsible for obtaining written confirmation that Seller received and approved the request.