

WORLDWIDE RIGGING LLC TERMS & CONDITIONS

Effective Date: August 31, 2026

PART I — TERMS AND CONDITIONS OF USE

This website is operated by Worldwide Rigging LLC. Throughout the site, the terms "we", "us" and "our" refer to Worldwide Rigging LLC. Worldwide Rigging LLC offers this website, including all information, tools and services available from this site to you, the user, conditioned upon your acceptance of all terms, conditions, policies and notices stated here. As used in these Terms, "Seller" or "we" means Worldwide Rigging LLC, and "Buyer" or "you" means the person or entity accessing the website, requesting a quote, opening an account, placing an order, purchasing or receiving products or services, or acting on behalf of any such person or entity.

By accessing or using the website, you agree to Part I of these Terms. A purchase or commercial transaction is additionally governed by Parts II and III only when Buyer assents through a signed or electronic agreement, a conspicuous clickwrap acceptance, or another method described in Section 3A below. These Terms of Service apply to all users of the site, including, without limitation users who are browsers, vendors, customers, merchants, and/or contributors of content. If you accept these Terms for an organization, you represent that you have authority to bind that entity.

Please read these Terms of Service carefully before accessing or using our website. By accessing or using any part of the site, you agree to be bound by these Terms of Service. If you do not agree to all the terms and conditions of this agreement, then you may not access the website or use any services. The website should present these Terms through a conspicuous hyperlink, and any account-creation or online-order workflow should require an unchecked box or button stating that the user agrees to the Terms before the transaction may proceed.

Any new features or tools which are added to the current store shall also be subject to the Terms of Service. We reserve the right to update, change or replace any part of these Terms of Service by posting updates and/or changes to our website. Changes will apply prospectively. Material changes affecting orders, arbitration, liability, or other substantive rights will not govern an existing transaction unless Buyer receives reasonable notice and affirmatively accepts the revised version.

Section 1 – Online Store Terms

By agreeing to these Terms of Service, you represent that you are at least eighteen (18) years old, have the legal capacity to enter a contract, and, if acting for an entity, are authorized to bind that entity. The website and online store are not directed to minors.

You may not use our products for any illegal or unauthorized purpose nor may you, in the use of the Service, violate any laws in your jurisdiction (including but not limited to copyright laws). You are also responsible for complying with applicable product-safety, export-control, sanctions, anti-bribery, and end-use requirements.

You must not transmit any worms or viruses or any code of a destructive nature. A breach or violation of any of the Terms will result in an immediate termination of your Services. Seller may also suspend access while investigating suspected misuse or protecting the website, Seller, Buyer, or third parties.

Section 2 – General Conditions

We reserve the right to refuse service to anyone for any reason at any time. Seller may also limit quantities, restrict geographic markets, decline credit, or reject an order, subject to applicable law.

Information submitted through the website may be transmitted through third-party networks and service providers. Seller does not intentionally store full payment-card numbers. Payment transactions, if offered, will be processed by third-party payment providers and may be subject to their separate terms and privacy practices.

You agree not to reproduce, duplicate, copy, sell, resell or exploit any portion of the Service without express written permission by us. The headings used in this agreement are included for convenience only and will not limit or otherwise affect these Terms. You must maintain the confidentiality of account credentials and promptly notify Seller of suspected unauthorized account use.

Section 3 – Accuracy, Completeness and Timeliness of Information

We are not responsible if information made available on this site is not accurate, complete or current. The material on this site is provided for general information only and should not be relied upon as the sole basis for making decisions. Any reliance on the material on this site is at your own risk. Product information, load ratings, illustrations, training materials, and selection guidance do not replace current manufacturer instructions, product warnings, OSHA requirements, ASME standards, engineered lift plans, or the judgment of a qualified and competent person.

We reserve the right to modify the contents of this site at any time, but we have no obligation to update any information on our site. No website statement or oral communication creates a warranty or modifies an accepted order unless set forth in a written specification or agreement expressly accepted by Seller.

Section 4 – Modifications to the Service and Prices

Prices for our products are subject to change without notice. We reserve the right at any time to modify or discontinue the Service (or any part or content thereof) without notice. We shall not be liable to you or to any third-party for any modification, price change, suspension or discontinuance of the Service. A price change will not alter the price of an order already accepted by Seller unless the parties agree in writing or the accepted order expressly permits an adjustment for tariffs, duties, material surcharges, or Buyer-requested changes.

Section 5 – Products or Services

Certain products or services may be available exclusively online through the website. These products or services may have limited quantities and are subject to return or exchange only according to our Return Policy. Fabricated, special-order, custom, tested, certified, and cut-to-length products may be nonreturnable as stated in Part II or the applicable order acknowledgment.

We reserve the right to limit the sales of our products or Services to any person, geographic region or jurisdiction. All descriptions of products or product pricing are subject to change at any time without notice. We reserve the right to discontinue any product at any time. Any offer for any product or service made on this site is void where prohibited. Website listings and quotes are invitations to order and do not constitute acceptance by Seller.

Product warranties, warranty disclaimers, and remedies are governed exclusively by Sections 10 and 11 of Part II. Buyer is responsible for confirming that each product is suitable for the intended application and working environment.

Section 6 – Accuracy of Billing and Account Information

We reserve the right to refuse any order you place with us. We may, in our sole discretion, limit or cancel quantities purchased per person, per household or per order. In the event that we make a change to or cancel an order, we may attempt to notify you by contacting the e-mail and/or billing address/phone number provided at the time the order was made. An order is not binding until accepted as provided in Part II.

You agree to provide current, complete and accurate purchase and account information for all purchases made at our store. You agree to promptly update your account and other information so that we can complete your transactions and contact you as needed. Buyer must also provide accurate credit, tax-exemption, delivery, end-use, and authorized-user information. Any open-account terms remain subject to initial and continuing credit approval.

For more detail, please review our Returns Policy. The Return Policy is incorporated only to the extent it does not conflict with Part II or an accepted order acknowledgment.

Section 7 – Optional Tools

We may provide you with access to third-party tools over which we neither monitor nor have any control nor input. You acknowledge and agree that we provide access to such tools "as is" and "as available" without any warranties or conditions of any kind. We shall have no liability whatsoever arising from or

relating to your use of optional third-party tools. Any use by you of optional tools is entirely at your own risk and discretion. Nothing in this Section disclaims liability that cannot lawfully be disclaimed.

Section 8 – Third-Party Links

Third-party links on this site may direct you to third-party websites that are not affiliated with us. We are not responsible for examining or evaluating the content or accuracy of such websites. We are not liable for any harm or damages related to the purchase or use of goods, services, resources, or content in connection with any third-party websites. Third-party sites and services may be governed by separate terms and privacy notices.

Section 9 – User Comments, Feedback and Other Submissions

If you send creative ideas, suggestions, proposals, plans, or other materials (collectively, 'comments'), you agree that we may, at any time, without restriction, edit, copy, publish, distribute, translate and otherwise use in any medium any comments that you forward to us. We are under no obligation (1) to maintain any comments in confidence; (2) to pay compensation for any comments; or (3) to respond to any comments. This provision does not apply to technical drawings, specifications, pricing, or other information that Seller expressly agrees in writing to treat as confidential.

You agree that your comments will not violate any right of any third-party, including copyright, trademark, privacy, or other personal or proprietary right. You are solely responsible for any comments you make and their accuracy. You grant Seller a nonexclusive, worldwide, royalty-free license to use comments for operating, improving, and promoting the Services.

Section 10 – Personal Information

Your submission of personal information through the store is governed by our Privacy Policy. This Section does not represent that Seller stores payment-card information; payment information, if collected, is handled by the applicable processor.

Section 11 – Errors, Inaccuracies and Omissions

Occasionally there may be information on our site or in the Service that contains typographical errors, inaccuracies or omissions that may relate to product descriptions, pricing, promotions, offers, product shipping charges, transit times and availability. We reserve the right to correct any errors, inaccuracies or omissions, and to change or update information or cancel orders if any information in the Service or on any related website is inaccurate at any time without prior notice. After Seller accepts an order, any correction affecting price, quantity, or specifications will be addressed under the order-change provisions in Part II, except in the case of an obvious clerical or typographical error.

Section 12 – Prohibited Uses

In addition to other prohibitions as set forth in the Terms of Service, you are prohibited from using the site or its content:

- (a) for any unlawful purpose or to solicit others to perform any unlawful acts
- (b) to violate any international, federal, provincial or state regulations, rules, laws, or local ordinances
- (c) to infringe upon or violate our intellectual property rights or those of others
- (d) to harass, abuse, insult, harm, defame, slander, disparage, intimidate, or discriminate based on protected characteristics
- (e) to submit false or misleading information or upload/transmit malicious code
- (f) to collect or track the personal information of others; to spam, phish, pharm, pretext, spider, crawl, or scrape
- (g) for any obscene or immoral purpose, or to interfere with or circumvent the security features of the Service
- (h) to use automated means to extract website content for commercial republication
- (i) to impersonate another person, access another user's account, or misrepresent authority to act for a Buyer

We reserve the right to terminate your use of the Service or any related website for violating any of the prohibited uses. Seller may also preserve evidence and cooperate with lawful investigations.

Section 13 – Disclaimer of Warranties; Limitation of Liability

We do not guarantee, represent or warrant that your use of our service will be uninterrupted, timely, secure or error-free. We do not warrant that the results obtained from the use of the service will be accurate or reliable. This Section applies to the website and digital services; product warranties and commercial remedies are governed by Part II.

You expressly agree that your use of, or inability to use, the service is at your sole risk. The service is (except as expressly stated by us) provided 'as is' and 'as available' for your use, without any representation, warranties or conditions of any kind, either express or implied. Seller does not disclaim obligations expressly stated in an accepted order or the limited warranty in Part II.

To the fullest extent permitted by law, Worldwide Rigging LLC and its affiliates, officers, employees, agents, suppliers, and service providers will not be liable for indirect, incidental, special, punitive, exemplary, or consequential damages arising solely from access to or use of the website, including lost profits, lost revenue, or loss of data. For website-only claims not involving a purchased product or service, aggregate liability will not exceed the greater of \$100 or the amount paid to Seller for the applicable digital service during the six months preceding the claim. The commercial limitations in Section 12 of Part II govern claims relating to products, fabrication, testing, or orders. These limitations do not apply where prohibited by law.

Section 14 – Indemnification

You agree to indemnify, defend and hold harmless Worldwide Rigging LLC and our parent, subsidiaries, affiliates, partners, officers, directors, agents, contractors, licensors, service providers, subcontractors, suppliers, interns and employees, harmless from any claim or demand, including reasonable attorneys' fees, made by any third-party due to or arising out of your breach of these Terms of Service or your violation of any law or the rights of a third-party. This website-use indemnity applies to claims arising from your unlawful website conduct, user submissions, or unauthorized use of the Services. Product-use and downstream-customer indemnity obligations are addressed separately in Section 12B of Part II.

Section 15 – Severability

In the event that any provision of these Terms of Service is determined to be unlawful, void or unenforceable, such provision shall nonetheless be enforceable to the fullest extent permitted by applicable law, and the unenforceable portion shall be deemed to be severed from these Terms of Service. Such determination shall not affect the validity and enforceability of any other remaining provisions. The specific severability provisions in the arbitration clause control any conflict involving arbitration or the class-action waiver.

Section 16 – Termination

The obligations and liabilities of the parties incurred prior to the termination date shall survive the termination of this agreement for all purposes. Provisions that by their nature should survive—including payment, intellectual property, warranty restrictions, limitations of liability, indemnity, and dispute resolution—will survive.

These Terms of Service are effective unless and until terminated by either you or us. You may terminate these Terms of Service at any time by notifying us that you no longer wish to use our Services, or when you cease using our site. Termination of website access does not cancel an accepted order or excuse existing payment or product-safety obligations.

If in our sole judgment you fail, or we suspect that you have failed, to comply with any term or provision of these Terms of Service, we also may terminate this agreement at any time without notice and you will remain liable for all amounts due up to and including the date of termination. Seller may instead suspend access while investigating suspected violations.

Section 17 – Entire Agreement

The failure of us to exercise or enforce any right or provision of these Terms of Service shall not constitute a waiver of such right or provision. A waiver must be in writing and applies only to the particular instance stated.

Part I and any incorporated website policies constitute the agreement governing website use. Commercial transactions are governed by Parts II and III, the applicable order acknowledgment, and any signed agreement that expressly modifies these Terms.

Any ambiguities in the interpretation of these Terms of Service shall not be construed against the drafting party. Headings are for convenience and do not affect interpretation.

Section 18 – Governing Law

These Terms of Service and any separate agreement by which Seller provides Services are governed by the laws of the State of Georgia, without regard to conflict-of-law rules. The Federal Arbitration Act governs the arbitration agreement in Part III. For any matter permitted to proceed in court, the parties consent to the exclusive jurisdiction and venue stated in Section 22 below.

Section 19 – Changes to Terms of Service

You can review the most current version of the Terms of Service at any time on this page. We reserve the right, at our sole discretion, to update, change or replace any part of these Terms of Service by posting updates and changes to our website. Nonmaterial website changes may become effective upon posting. Material revisions affecting purchases, arbitration, liability, or other substantive rights will apply only prospectively and, when legally required or commercially appropriate, after conspicuous notice and affirmative acceptance. Seller will retain or make available the version applicable to each transaction.

Section 20 – Contact Information

Questions about the Terms of Service should be sent to Mike@wwrigging.com or Worldwide Rigging LLC, 324 Bay Street NE, Fairburn, Georgia 30213. Formal dispute notices must comply with Section 21 below.

PART II — CONDITIONS OF SALE**1. Price**

All prices are subject to change without notice and are not guaranteed, except that prices for an order that have been accepted by Worldwide Rigging LLC and/or its affiliates ("Seller") are not subject to change after acceptance. Prices stated do not include any sales, use or excise tax or any other tax, duty or charge which is now in effect or may be hereafter imposed by any Federal, State or other authority. All such taxes, duties or other charges shall be paid by Buyer unless Buyer shall provide Seller an exemption certificate acceptable to the appropriate authorities. Unless an accepted order states otherwise, prices also exclude freight, insurance, expedited service, special packaging, storage, installation, testing, certification, tariffs, brokerage fees, and other transaction-specific charges. Buyer must provide any exemption certificate before invoicing and remains responsible if an authority later determines that tax is due.

2. Terms

Terms are net 30 days from the date of Seller's invoice. Net-30 terms are available only to Buyers approved through Seller's credit process and remain subject to continuing credit review. Seller may establish or revise credit limits, require a credit application or credit report, revoke open-account privileges, require cash in advance, cash on delivery (COD), deposits, progress payments, a letter of credit, or other security, and suspend performance if Seller reasonably questions Buyer's ability or willingness to pay. Unless Seller agrees otherwise in writing, Buyer may not deduct, set off, withhold, charge back, or retain any invoiced amount. For Seller's invoices which are not paid within the foregoing terms, Seller shall have the right to assess a late payment charge of one and one-half percent (1.5%) (or the maximum allowed by law, if less)

per month on the outstanding balance. In addition, Buyer shall be responsible for any and all fees and expenses incurred by Seller in collecting any payments due hereunder, including attorneys' fees and collection costs. Any recovery of attorneys' fees will be subject to the notice and other requirements of O.C.G.A. § 13-1-11 and other applicable law. If any check tendered by Buyer is dishonored upon presentment for payment, Seller may assess a dishonor charge of Sixty Dollars (\$60.00). Seller may apply payments to any outstanding invoice in its reasonable discretion.

3. Orders and Acknowledgements

Seller reserves the right to refuse orders and will not be bound to fill any orders unless or until they have been accepted by Seller. These Terms and Conditions of Sale shall govern the rights and obligations of the parties to the exclusion of any other terms and conditions, and shall govern in the event of any conflict with any terms proposed by Buyer. Every acceptance is expressly conditioned on Buyer's assent to these Terms. Seller rejects additional or different terms in any purchase order, vendor portal, confirmation, or other Buyer document unless an authorized officer of Seller accepts the specific variance in a signed writing that identifies the transaction. Seller's performance does not constitute acceptance of Buyer terms.

3A. Electronic Acceptance; ERP and Invoice Integration

Buyer may accept these Terms by: (a) signing or electronically accepting a credit application, account agreement, quote, order acknowledgment, or other record that incorporates these Terms; (b) selecting an unchecked box or button stating that Buyer agrees to these Terms; or (c) submitting an order after Seller has conspicuously provided the Terms and stated that acceptance is expressly conditioned on them. The hyperlink must be conspicuous and permit Buyer to view, download, and retain the applicable version. Seller should obtain initial assent during onboarding, credit approval, quotation, or order placement before shipment or performance; a hyperlink first appearing on a post-sale invoice will not be the sole mechanism for initial acceptance of arbitration, liability, or other material provisions.

Seller may include a hyperlink to the accepted version in ERP-generated quotes, order acknowledgments, shipping records, and invoices as continuing notice. Seller may retain evidence of assent, including the customer account, authorized user, date and time, transaction, accepted version, electronic signature or checkbox event, and available session or technical records.

4. Order Changes

Any Buyer-requested changes to an existing order may result in a new scheduled ship date for that order. If any change is made in the products to be furnished or any work to be performed, the agreed price will be equitably adjusted to reflect such change. No change is binding on the parties unless mutually agreed in writing by the parties. Buyer is responsible for the accuracy and completeness of drawings, specifications, load information, dimensions, installation requirements, and other data supplied by or for Buyer. Seller may rely on that information and may adjust price and delivery for errors, omissions, or later changes. Acceptance of these Terms will be determined under Section 3A rather than inferred solely from submission of an order.

5. Shipments

Unless an accepted order acknowledgment states otherwise, domestic shipments are FOB Seller's shipping point and international shipments are EXW Seller's facility (Incoterms 2020). Upon delivery of shipments to the carrier, title to, and the risk of loss or damage in transit for, such shipments passes to Buyer. Shipping schedules are estimates only and cannot be guaranteed. Under no circumstances shall Seller be responsible for any inability or delay in meeting shipping schedules or for any loss or damage resulting therefrom. Buyer is responsible for freight, cargo insurance, unloading, permits, import and export formalities, duties, and compliance at destination. Seller may make partial shipments and invoice each shipment separately.

6. Claims

Claims on prices must be submitted within seven (7) days from the date of Seller's invoice. Claims on errors in shipments must be submitted within seven (7) days from the date of delivery of the products. Buyer must

inspect products promptly upon receipt. Claims for visible shortage, transit damage, or nonconformity must be in writing and include reasonable supporting detail and photographs when appropriate. Latent-defect claims must be submitted promptly after discovery and within the applicable warranty period. Failure to provide timely notice constitutes acceptance and waiver to the fullest extent permitted by law. Buyer must preserve the products and packaging and give Seller a reasonable opportunity to inspect before repair, alteration, disposal, or return.

7. Returns

No product may be returned without Seller's prior written Return Merchandise Authorization ("RMA"). Seller may, in its discretion, approve the return of a nondefective standard stock product only if Buyer requests an RMA within fifteen (15) calendar days after delivery of that product. The product must be unused, uninstalled, never placed in service or subjected to load, unaltered, in resalable condition, and returned with all applicable tags, identification markings, certificates, and packaging intact. Unless the RMA states otherwise, the product must be received within fifteen (15) calendar days after issuance of the RMA. Approved discretionary returns are subject to inspection, Buyer-paid return freight, and a twenty-five percent (25%) restocking charge. The restocking charge does not apply to a confirmed Seller shipment error or covered nonconformity. Fabricated, custom, proof-tested, certified special-order, non-stock, modified, or cut-to-length products are nonreturnable unless Seller confirms a covered nonconformity. Shipment-error, visible-nonconformity, latent-defect, and warranty claims are governed by Sections 11 through 12 and 17 through 19 and are not shortened by this paragraph.

8. Cancellations

Order cancellations are subject to the terms outlined in our full cancellation policy. Orders cannot be canceled once fabrication has begun or once the product has shipped. Cancellations may be subject to a fee of up to 25%, payable at the time of cancellation. Buyer must also reimburse Seller for completed work, committed materials, noncancelable supplier charges, engineering, testing, storage, and other reasonable costs caused by the cancellation. Seller may require payment before approving a cancellation.

9. Material and Finishes

Specifications, weights, dimensions and descriptions are estimates but are not guaranteed and are subject to change without notice. Seller reserves the right to furnish materially equivalent substitutes for materials which cannot be obtained in sufficient quantities due to existing shortages. Cosmetic blemishes which do not affect performance shall not be considered a defect. Seller will not make a substitution that materially reduces an expressly agreed rated capacity or functional specification without Buyer's approval. Buyer acknowledges that industry tolerances, coatings, finishes, color, and appearance may vary.

10. Warranty

As a distributor of products manufactured by others, Worldwide Rigging LLC extends to Buyer any and all assignable warranties from the manufacturer of the product. Seller makes no warranties beyond those extended by the respective manufacturers. For products customized by Seller, Seller warrants that such products shall be in compliance with the written specifications accepted by Seller. For products fabricated by Seller, Seller warrants for ninety (90) days after shipment that the fabrication will materially conform to Seller-accepted written specifications, subject to normal industry tolerances. This warranty does not cover any damage or defect which arises in whole or in part from any act or omission by Buyer or by any other person or entity after delivery of the products Ex Works. The warranty also excludes ordinary wear, corrosion, chemical or environmental exposure, overload, shock loading, improper selection, installation, inspection, maintenance, storage, repair, modification, misuse, accident, failure to follow instructions or standards, and use after a product should have been removed from service. No claim against Seller will be allowed unless asserted in writing within 90 days from the date of shipment of the products alleged to be defective. Buyer's exclusive remedy for Seller's breach of this warranty shall be limited to repair or replacement of non-conforming products or, in the sole discretion of Seller, an adjustment in the purchase price of the non-conforming products. Buyer must return or make the product available for inspection as Seller directs. Replacement products are warranted only for the remainder of the original warranty period.

11. Limitation of Warranty

EXCEPT FOR THE WARRANTY SET FORTH IN SECTION 10 ABOVE, SELLER MAKES NO OTHER REPRESENTATION OR WARRANTY OF ANY KIND, EXPRESS OR IMPLIED, INCLUDING, WITHOUT LIMITATION, EXPRESS OR IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE WITH RESPECT TO THE PRODUCTS. SELLER ALSO DISCLAIMS ANY WARRANTY ARISING FROM COURSE OF DEALING, USAGE OF TRADE, SAMPLE, MODEL, ADVICE, OR INFORMATION NOT EXPRESSLY INCLUDED IN A WRITTEN SPECIFICATION ACCEPTED BY SELLER. BUYER ACKNOWLEDGES THAT IT IS NOT RELYING ON SELLER TO SELECT A PRODUCT FOR AN APPLICATION UNLESS SELLER EXPRESSLY AGREES IN WRITING TO PROVIDE ENGINEERING OR DESIGN SERVICES.

12. Limitation of Liability

SELLER SHALL NOT BE LIABLE TO ANY PERSON OR ENTITY FOR ANY INCIDENTAL, CONSEQUENTIAL, SPECIAL OR INDIRECT DAMAGES (INCLUDING, WITHOUT LIMITATION, LOST PROFITS OR BUSINESS INTERRUPTION LOSSES) AS A RESULT OF THIS AGREEMENT OR SUCH DAMAGES SUFFERED BY ANY PURCHASER OR END USER OF ANY PRODUCTS, WHETHER ARISING IN TORT, CONTRACT OR OTHERWISE. TO THE FULLEST EXTENT PERMITTED BY LAW, THIS EXCLUSION ALSO APPLIES TO LOSS OF USE, LOSS OF PRODUCTION, DOWNTIME, DELAY, LOSS OF CONTRACT, LOSS OF DATA, RECALL COSTS, SUBSTITUTE EQUIPMENT, AND THIRD-PARTY CHARGES, WHETHER THE CLAIM SOUNDS IN CONTRACT, WARRANTY, INDEMNITY, NEGLIGENCE, STRICT LIABILITY, STATUTE, OR OTHERWISE, EVEN IF SELLER WAS ADVISED OF THE POSSIBILITY.

TO THE FULLEST EXTENT PERMITTED BY LAW, SELLER'S TOTAL AGGREGATE LIABILITY ARISING OUT OF A PRODUCT, SERVICE, ORDER, OR TRANSACTION WILL NOT EXCEED THE AMOUNT BUYER ACTUALLY PAID SELLER FOR THE SPECIFIC PRODUCT OR SERVICE GIVING RISE TO THE CLAIM. THESE LIMITATIONS DO NOT APPLY TO LIABILITY THAT CANNOT LAWFULLY BE EXCLUDED OR LIMITED. ANY LIMITATION INVOLVING PERSONAL INJURY IN A CONSUMER-GOODS TRANSACTION APPLIES ONLY TO THE EXTENT PERMITTED BY APPLICABLE LAW.

12A. Product Selection, Safety Responsibilities, and Assumption of Risk

Buyer acknowledges that rigging, lifting, fall-protection, load-securement, and related products may cause death, serious bodily injury, and significant property damage if improperly selected, installed, inspected, maintained, altered, or used. Buyer is solely responsible for: (a) determining suitability for the intended load, application, environment, equipment, and configuration; (b) using qualified and competent personnel; (c) complying with manufacturer instructions, warnings, rated capacities, OSHA requirements, ASME standards, and other applicable law; (d) completing required pre-use and periodic inspections and maintaining records; (e) training employees and downstream users; (f) using appropriate engineering and lift plans; and (g) immediately removing damaged, worn, altered, overloaded, shock-loaded, or otherwise unsafe products from service.

Except to the extent caused by a defect for which Seller is legally responsible and that cannot be disclaimed or limited, Buyer knowingly assumes the risks arising from selection, installation, assembly, rigging, inspection, maintenance, storage, alteration, resale, and use of the products and will communicate all warnings, instructions, and limitations to employees, contractors, customers, and other downstream users.

12B. Buyer Indemnification

To the fullest extent permitted by law, Buyer will defend, indemnify, and hold harmless Seller and its affiliates, owners, officers, employees, and agents from third-party claims, damages, losses, fines, penalties, judgments, recalls, and reasonable attorneys' fees to the extent arising out of or relating to: (a) Buyer's or a downstream user's selection, installation, assembly, rigging, inspection, maintenance, storage, alteration, resale, warning, or use of a product; (b) overload, misuse, unauthorized repair or modification, or failure to follow instructions, ratings, standards, or law; (c) Buyer-provided drawings, specifications,

designs, labels, or instructions, including intellectual-property claims; (d) Buyer's breach of these Terms; or (e) bodily injury or property damage caused by Buyer's or a downstream user's acts or omissions.

This Section does not require Buyer to indemnify Seller for Seller's sole negligence, gross negligence, or willful misconduct, or to the extent indemnification is prohibited by O.C.G.A. § 13-8-2 or other applicable law. Seller may participate in the defense with counsel of its choice, and Buyer may not settle a claim in a manner that admits fault by or imposes obligations on Seller without Seller's written consent.

13. Default

If Buyer shall become overdue on its account or otherwise defaults in any payment to Seller, or if its financial condition shall at any time seem to Seller otherwise inadequate to warrant further shipment on an open account basis, Seller shall have the right, without liability, to refuse to accept any or all orders, to cancel any and all orders, to delay shipments to Buyer, or to require advance payment before accepting or shipping any orders. Buyer is also in default if it breaches these Terms, becomes insolvent, files or is subject to bankruptcy or receivership, makes a material misrepresentation, or fails to provide adequate assurance when reasonably requested. Seller may suspend work, stop delivery, revoke credit, accelerate amounts due, reclaim goods where permitted, recover storage and cancellation charges, exercise setoff, and pursue all cumulative remedies under the Uniform Commercial Code and other law.

14. Non-Assignment

Buyer shall not assign its orders nor any of its rights or obligations thereunder without Seller's prior written consent. Seller may assign an order or these Terms to an affiliate or in connection with financing, a merger, reorganization, or sale of assets.

15. Choice of Law

These Terms and Conditions of Sale and any subsequent sales agreement between Seller and Buyer are governed by the laws of the State of Georgia, without regard to conflict-of-law principles, except that the Federal Arbitration Act governs Section 22. For any Excluded Claim, arbitration-related proceeding, or dispute not subject to arbitration, each party irrevocably consents to exclusive jurisdiction and venue in the state courts located in Fulton County, Georgia, or the United States District Court for the Northern District of Georgia. TO THE MAXIMUM EXTENT PERMITTED BY LAW, EACH PARTY KNOWINGLY AND VOLUNTARILY WAIVES TRIAL BY JURY IN ANY COURT PROCEEDING. The United Nations Convention on Contracts for the International Sale of Goods does not apply. International trade terms are interpreted under Incoterms 2020.

16. Waiver and Modification

No waiver or modification of any of the terms and conditions contained herein shall be effective unless such waiver or modification is in writing and signed by an authorized representative of Seller. A waiver applies only to the particular instance stated. Seller's acceptance of payment, performance, or delivery does not waive a prior or subsequent breach.

17. Excusable Delay

Seller will not be liable for any delay in the performance of orders or contracts, or in the delivery or shipment of products, or for any damages suffered by Buyer by reason of such delay, when such delay is directly or indirectly caused by, or in any manner arises from any Act of God, public enemy, war, compliance with law, governmental act or regulation, fire, flood, quarantine, embargo, epidemic, unusually severe weather, strike, work stoppage, acts or omissions of carriers, or other cause beyond the control of Seller. In the event of such delay, the date of delivery or of performance shall be extended for a period equal to the time lost by reason of the delay. Covered events also include pandemic, terrorism, civil unrest, cyberattack, utility or communications failure, transportation disruption, tariff, supplier failure, shortage, and inability to obtain materials. Seller may allocate available supply among customers in a commercially reasonable manner.

18. Patent Infringement

Seller takes no responsibility for the suitability of Buyer's designs or installation procedures. If any products are manufactured or sold by Seller to meet Buyer's particular specifications or requirements and are not part of Seller's standard line, Buyer agrees to defend, protect and save harmless Seller against all suits at law or in equity and from all damage, claims and demands for actual or alleged infringement of any United States or foreign Letters Patent. This obligation also applies to claims involving copyrights, trademarks, trade dress, trade secrets, or other intellectual-property rights arising from Buyer-provided designs, drawings, labels, specifications, or instructions, subject to Section 12B.

19. Certifications

All certifications and verifications related to products, including certifications for testing and re-verification of products, shall be and remain the property of Seller. Buyer receives only the right to use an issued certificate for the associated product and transaction. Seller may retain copies for quality, legal, insurance, and recordkeeping purposes. Alteration or misuse of a certificate is prohibited.

20. Disclosure of Information

Any information, suggestions, or ideas transmitted by Buyer to Seller in connection with the performance hereunder shall not be deemed a secret or confidential or submitted in confidence to Seller, except as may be specifically agreed to in writing by Seller. This Section does not grant Seller ownership of Buyer's preexisting intellectual property. Seller may use nonconfidential information as reasonably necessary to quote, manufacture, test, certify, deliver, and support the products and services.

PART III — DISPUTE RESOLUTION AND GENERAL COMMERCIAL PROVISIONS**21. Informal Dispute Resolution**

Before filing a lawsuit or arbitration, the claimant must send a written notice describing the dispute, material facts, legal basis, and requested relief to legal@wwrigging.com and Worldwide Rigging LLC, Attn: Legal Notices, 324 Bay Street NE, Fairburn, Georgia 30213. The parties will attempt in good faith to resolve the dispute for thirty (30) days after receipt. This requirement does not prevent either party from seeking temporary injunctive relief or taking action necessary to preserve a limitations period.

22. Binding Arbitration; Class-Action Waiver

PLEASE READ THIS SECTION CAREFULLY. IT REQUIRES MOST DISPUTES TO BE RESOLVED BY BINDING INDIVIDUAL ARBITRATION AND WAIVES THE RIGHT TO A JURY TRIAL OR CLASS ACTION.

Except for an Excluded Claim, any dispute, claim, or controversy arising out of or relating to the website, Services, products, an order, these Terms, their formation, acceptance, scope, interpretation, performance, breach, termination, or enforceability will be resolved by final and binding arbitration. The Federal Arbitration Act governs because the transactions involve interstate and foreign commerce. If Buyer purchased primarily for personal, family, or household use, the American Arbitration Association ("AAA") Consumer Arbitration Rules will apply; otherwise, the AAA Commercial Arbitration Rules will apply. AAA will administer the arbitration before one arbitrator. The legal seat will be Fulton County, Georgia, and hearings may occur remotely when permitted by the applicable rules.

The arbitrator has exclusive authority to resolve disputes concerning the interpretation, applicability, enforceability, or formation of this arbitration agreement, except that a court will decide any challenge to the class-action waiver. The arbitrator may award any individual remedy available in court that is not validly limited by these Terms, but may not preside over a class, collective, consolidated, mass, private-attorney-general, or representative proceeding.

EACH PARTY MAY BRING CLAIMS ONLY IN ITS INDIVIDUAL CAPACITY AND NOT AS A PLAINTIFF, CLASS MEMBER, OR REPRESENTATIVE IN ANY PURPORTED CLASS, COLLECTIVE, CONSOLIDATED, MASS, PRIVATE-ATTORNEY-GENERAL, OR REPRESENTATIVE ACTION. NO

ARBITRATOR OR COURT MAY COMBINE CLAIMS OR AWARD RELIEF FOR PERSONS OTHER THAN THE INDIVIDUAL PARTIES WITHOUT ALL PARTIES' WRITTEN CONSENT, TO THE MAXIMUM EXTENT PERMITTED BY LAW.

"Excluded Claim" means: (a) an individual claim within a small-claims court's jurisdiction; (b) a claim for temporary or preliminary injunctive relief to protect intellectual property, confidential information, payment rights, or to prevent immediate unsafe use or misuse of products; and (c) any claim that applicable law prohibits from predispute arbitration, including any future bodily-injury or wrongful-death claim to the extent such a claim cannot lawfully be subjected to this agreement. Either party may seek judicial enforcement of an arbitration award.

For a consumer Buyer, AAA fees will be allocated under the Consumer Arbitration Rules. A consumer Buyer may opt out of this Section by mailing and emailing a personally signed notice within thirty (30) days after first accepting these Terms, identifying the Buyer and account and stating an election to opt out of arbitration. Opting out does not affect the remaining Terms or future transactions governed by a separately accepted agreement.

If the prohibition on class or representative proceedings is held unenforceable as to a particular claim or requested remedy, that claim or remedy will proceed in court after completion of any arbitrable individual claims, unless applicable law requires otherwise. The remaining portions of this Section survive.

23. Electronic Records; Versions

Buyer consents to receiving quotes, order acknowledgments, invoices, notices, and records electronically and must maintain a current email address. Electronic records and signatures have the same effect as paper records and handwritten signatures to the extent permitted by law. Seller will make these Terms available in a form Buyer can download and retain. The version affirmatively accepted for a transaction governs that transaction unless the parties later agree in writing to a modification.

24. Entire Agreement; Order of Precedence

These Terms, the applicable quote or order acknowledgment, and any signed statement of work constitute the parties' agreement concerning the transaction and supersede prior or contemporaneous proposals and communications. In a conflict, a signed agreement expressly amending these Terms controls, followed by the order acknowledgment, then these Terms, then the quote. Buyer documents do not modify the agreement unless accepted as stated in Section 3.

25. Notices; Contact

Buyer must send formal notices to Worldwide Rigging LLC, Attn: Legal Notices, 324 Bay Street NE, Fairburn, Georgia 30213, with a copy to legal@wwrigging.com. Questions regarding orders or these Terms may be sent to legal@wwrigging.com. Notices to Buyer may be sent to the postal or email address in Buyer's account or order records. Notice is effective upon confirmed delivery, refusal, or the recipient's actual receipt, as applicable.