Detectable Warning & Tactile Surfaces - ADA Solutions

Terms & Conditions of Sale

Effective Date: July, 2026

CONTACT INFORMATION:
SureWerx USA
325 Corporate Drive
Elgin, IL 60123
Phone: 1-800-323-7402 Option #5
Fax: 1-847-717-8419
Email (Orders): orders@adatile.com

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1. INTRODUCTION

This document outlines the standard trade agreement, terms, and conditions of sale applicable to SureWerx USA's ADA Solutions & Tactile Warning Systems Product Line, including detectable warning tiles, wayfinding tiles, and associated installation accessories. These terms govern all sales to distributors within North America unless covered by a separate written agreement signed by SureWerx.

These terms apply specifically to tile-related products under the SureWerx Construction & Infrastructure Division.

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2. QUOTES & PURCHASE ORDERS

- Orders must be submitted via email, EDI, or fax only. Phone orders are not accepted
- Purchase Orders for accounts supported by ADA Solutions for both tile and safety products must be sent to orders@adatile.com
- There are no minimum order amounts for tiles or safety items
- Handling and accessorial charges may be applicable at SureWerx's discretion
    - Orders are accepted subject to availability and may ship in multiple releases unless marked SHIP COMPLETE
    - "SHIP COMPLETE" orders:
    - May be delayed until all product is available
    - Are subject to extended lead times for non-stock or high-volume orders

- Orders with unusually high demand (above standard distributor buying patterns or above typical project quantities) may require 50% prepayment
- Cancellation requests must be received within 24 hours from PO submission. Requests after 24 hours may not be possible to fulfill
- Mis-shipments, shortages, or overages must be reported within 5 business days of delivery
- Damaged shipments:
    - Should be refused at delivery whenever possible
    - Must be reported within 5 business days

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3. PRICING

- Pricing can be obtained from your designated Sales/Account Manager
- Pricing is subject to change without notice
- SureWerx will make reasonable efforts to provide 60 days' advance notice of major tile price changes, where feasible

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4. PAYMENT TERMS

- Standard payment terms are Net 30 days from invoice date
- Short payments must be accompanied by documentation and emailed to arinfo.usa@surewerx.com and orders@adatile.com
- Credit card orders:
    - pre-authorization occurs at order entry
    - Subject to a 2.5% surcharge
- Accepted payment methods: ACH, EFT, wire transfer, and checks
- Depending on credit status, prepayment may be required on purchase orders
- Prepayment may be required for customized tile products (see Section 7)

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5. FREIGHT & SHIPPING

- **Detectible Tile Products**
    - PREPAID freight for orders of 250 or more composite tile products - most customers
        - PREPAID & ADD for orders of less than 249 composite tile products
    - PREPAID freight for orders of 900 or more cast iron tile products, shipping to a single location
        - PREPAID & ADD for orders of less than 899 cast iron tile products
- **Prepaid Freight Policy – Safety**
    - Standard Safety Orders: **Prepaid** on orders over $1,500
    - Standard Safety Orders: **Prepaid and Add** on orders $1,499.99 and under
    - Safety Rebate Orders: **Prepaid** on orders over $500
    - Safety Orders with Tile POs: Will continue to ship **Prepaid**
- Additional freight/accessorial charges may apply, including but not limited to:
    - Lift gate service
    - Jobsite/rural delivery
    - Appointment delivery
    - Re-delivery or re-routing fees
- All shipments are FOB Origin

- Damaged shipments must be refused at time of delivery, documented, and reported to SureWerx within 5 days

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6. RETURNS & CREDITS

- Discontinued or customized or project-specific tile products are non-returnable
- All returns must be requested within 30 days of invoice date
    - 30% return fee for all returns
    - Returning party responsible for return shipment and associated charges
- Returns require an authorized RGA prior to receipt
- All returns require a Return Goods Authorization (RGA) prior to shipment back
- Requests for return of Tactile Warning Products are to be sent to orders@adatile.com
- Unauthorized returns may be refused and may not result in credit
- Distributor is responsible for freight on returns except in the case of:
    - Mis-shipments
    - Overages
    - SureWerx error
- Credit to be processed after receipt and successful inspection of product to in original and resalable condition
- Credits to be issued for damaged or mis-shipments once confirmed with CSR/Sales Manager and customer

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7. CUSTOM & ENGINEERED TILE PRODUCTS

- Custom tile colors and sizes require:
    - Pre-quote review
    - Signed approval drawings
    - Acknowledged lead time
    - Minimum order quantities
- Custom orders may require up to 50% down payment
- All custom tile products are non-cancellable, non-returnable, and non-refundable
- Project-specific engineered systems may require a separate contract

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8. WARRANTIES – TACTILE TILE PRODUCTS

- 7 Year Product Warranty (see attached warranty document)
- SureWerx is the sole judge of product condition
- Warranty covers replacement of defective components only; no labor reimbursement unless mandated under a separate installation warranty agreement

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9. BRAND & TRADEMARK GUIDELINES

- Distributors must follow SureWerx brand usage standards, including:
    - Proper labeling of tile product brands
    - Use of approved marketing materials
    - Accurate product naming and imagery
    - No alteration or unauthorized reproduction of installation guides or technical drawings

- Failure to comply may impact distribution authorization

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10. GENERAL TERMS

- SureWerx may amend these Terms & Conditions at any time with written notice
- Any conflicting terms on a purchase order are expressly rejected unless agreed in writing
- SureWerx is not responsible for delays due to:
    - Material shortages
    - Carrier delays
    - Force majeure events
    - High-volume construction seasons