

TERMS AND CONDITIONS

TransformerParts.com LLC

Effective Date: April 1, 2026

These Terms and Conditions ("Terms") govern all sales of products by TransformerParts.com LLC ("Company," "we," "us," or "our") through our website and platform. By placing an order, you ("Customer," "Buyer," or "you") agree to be bound by these Terms.

1. GENERAL TERMS

1.1 Nature of Company's Role

TransformerParts.com LLC operates as a marketplace and intermediary, connecting buyers with manufacturers, refineries, and suppliers ("Vendors"). Company does not manufacture products (except where specifically indicated), hold inventory, or take title to products sold through the platform. All products are shipped directly from Vendors to Customers.

1.2 Order Acceptance

All orders are subject to acceptance by Company. Company reserves the right to refuse or cancel any order for any reason, including but not limited to product availability, errors in pricing or product information, or suspected fraudulent activity.

1.3 Pricing and Quotes

Prices are valid at the time of order placement and are subject to change without notice. Unless otherwise agreed in writing, prices quoted are in U.S. Dollars and do not include applicable taxes, which will be added at checkout where required.

1.3.1 Quote Validity: All quotes generated by Company are estimates only and are valid for no more than twenty-four (24) hours from the time of generation, or such shorter period as stated on the quote. Company expressly reserves the right to withdraw, revise, or void any quote at any time prior to order acceptance and confirmed payment, including due to changes in supplier pricing, freight rates, commodity market conditions, or any other factor affecting cost. No quote constitutes a binding offer by Company. A binding contract is formed only upon Company's written order confirmation and receipt of payment (or approval of NET-30 terms).

1.3.2 Price Adjustment for NET-30 Orders: For customers on approved NET-30 payment terms, the price confirmed at order placement reflects conditions at that time. If the supplier's price for the ordered product increases between the date of order placement and the date of delivery or invoicing, Company reserves the right to adjust the invoiced amount to reflect the actual supplier cost increase, plus applicable freight and margin. Company will notify Customer of any such adjustment prior to or at the time of invoicing. Customer's obligation to pay the adjusted amount is not affected by prior pricing.

1.4 Payment Terms

1.4.1 Payment Methods: Company accepts credit cards, ACH transfers, wire transfers, and offers NET-30 terms to approved customers.

1.4.2 Credit Card Surcharge: A 3% processing fee applies to all credit card transactions to offset processing costs.

1.4.3 Immediate Payment: For credit card, ACH, and wire transfer payments, payment is due at time of order placement. Orders will not be processed until payment is received and confirmed.

1.4.4 NET-30 Terms: NET-30 payment terms are available only to pre-approved customers. Payment is due within 30 days of invoice date. Company reserves the right to revoke NET-30 terms at any time and require immediate payment for future orders.

1.4.5 Late Payment: Any payment not received by the due date established under Customer's agreed payment terms (whether NET-30, NET-45, or otherwise) shall accrue simple interest at a rate of 1.5% per month (18% per annum), calculated on the outstanding principal balance. Interest begins accruing on the first calendar day following the due date and is assessed in full monthly increments of 1.5% on each 30-day anniversary of the due date. Partial months are charged as a full month's interest — meaning a payment that is one (1) or more days late immediately triggers a full 1.5% charge, and each new 30-day period that begins before the balance is paid in full triggers an additional 1.5% charge. Interest does not compound; each monthly charge is calculated on the original outstanding principal. Customer shall be responsible for all costs of collection, including reasonable attorney fees.

1.4.6 Credit Approval and Prepayment Requirement: Company reserves the right to withhold shipment for Customer's (a) late payment; (b) non-payment; or (c) failure to provide reasonable assurance of payment upon Company's request. Additionally, Company reserves the right, at its sole discretion and at any time, to require prepayment in full from any Customer regardless of prior payment history, approved credit terms, or outstanding NET-30 status. Company may exercise this right without prior notice and without stating a reason.

1.5 Taxes

Customer is responsible for all applicable sales taxes, use taxes, excise taxes, and other governmental charges. Customer shall provide Company with valid tax exemption certificates if claiming exemption from any applicable taxes.

1.6 Title and Risk of Loss

Title to all products and risk of loss passes to Customer upon successful delivery by the Vendor to the delivery address specified by Customer. Company never takes title to or possession of products (except for Company-manufactured products). Vendor retains title and risk of loss until successful delivery.

1.7 Shipping and Delivery

1.7.1 Delivery Terms: Unless otherwise agreed in writing, all shipments are FOB Destination. Vendor is responsible for arranging transportation and delivery.

1.7.2 Delivery Timeframes: Estimated delivery times are provided by Vendors and are approximations only. Company is not liable for delays in delivery caused by Vendors, carriers, or circumstances beyond Company's control.

1.7.3 Delivery Acceptance: Customer is responsible for inspecting products upon delivery and noting any visible damage or shortage on the delivery receipt. Failure to note damage or shortage at time of delivery may limit Customer's ability to make claims.

1.7.4 Freight Cost Fluctuation: Quoted freight costs are estimates based on carrier rates in effect at the time of quoting. If actual freight costs at time of shipment differ materially from quoted amounts due to carrier rate changes, fuel surcharges, accessorial fees, or other market conditions, Company reserves the right to bill Customer for the actual freight cost incurred. Company will make reasonable efforts to notify Customer of material freight cost changes prior to shipment where practicable.

1.7.5 Fuel Surcharges and Carrier Accessorials: All carrier-imposed fuel surcharges, accessorial fees, or other charges assessed after order placement are the responsibility of Customer and will be passed through on the invoice.

1.8 Product Specifications and Customer-Provided Information

All product specifications, descriptions, and technical data are provided by Vendors. Company makes reasonable efforts to ensure accuracy but does not independently verify Vendor-provided information. Where Customer provides specifications, part numbers, product types, quantities, or other technical requirements to Company for the purpose of placing an order, Customer bears sole responsibility for the accuracy and completeness of such information. Company shall not be liable for any loss, damage, or expense arising from Customer's provision of incorrect, incomplete, or unsuitable specifications or requirements.

1.9 Warranties

1.9.1 Pass-Through Warranties Only: Company passes through to Customer any standard warranties provided by Vendors or manufacturers. Company does not create, add to, or independently warrant any products (except for Company-manufactured products as specified in Section 3.5).

1.9.2 Disclaimer: COMPANY MAKES NO WARRANTIES, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR NON-INFRINGEMENT. COMPANY DOES NOT WARRANT THAT PRODUCTS WILL MEET CUSTOMER'S REQUIREMENTS OR THAT PRODUCTS WILL BE ERROR-FREE OR UNINTERRUPTED IN OPERATION.

1.9.3 Vendor Warranties: Any warranty claims must be directed to the applicable Vendor or manufacturer. Company may, at its sole discretion, assist Customer in facilitating warranty claims but has no obligation to do so.

1.10 Limitation of Liability

1.10.1 Maximum Liability: COMPANY'S TOTAL LIABILITY TO CUSTOMER FOR ANY AND ALL CLAIMS, LOSSES, OR DAMAGES ARISING OUT OF OR RELATED TO ANY TRANSACTION, WHETHER BASED IN CONTRACT, NEGLIGENCE, STRICT LIABILITY, TORT, OR OTHERWISE, SHALL NOT EXCEED THE PURCHASE PRICE PAID BY CUSTOMER FOR THE SPECIFIC PRODUCT GIVING RISE TO THE CLAIM.

1.10.2 Exclusion of Consequential Damages: IN NO EVENT SHALL COMPANY BE LIABLE FOR SPECIAL, INCIDENTAL, CONSEQUENTIAL, EXEMPLARY, OR PUNITIVE DAMAGES, INCLUDING BUT NOT LIMITED TO LOST PROFITS, LOST REVENUE, LOSS OF USE, DOWNTIME COSTS, OR BUSINESS INTERRUPTION, EVEN IF COMPANY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

1.10.3 Basis of Bargain: Customer acknowledges that this limitation of liability is reasonable and that the pricing of Company's services has been determined based upon these limitations.

1.10.4 Cybersecurity and Data Incidents: Company takes reasonable measures to protect payment and order data but cannot guarantee absolute security. In the event of a data breach or cybersecurity incident, Company's total liability to Customer shall not exceed the amount paid by Customer in the transaction(s) directly affected. Company shall not be liable for any consequential, incidental, or indirect damages arising from unauthorized access to Customer's payment or order information, including but not limited to losses arising from fraudulent use of payment credentials.

1.11 Indemnification

Customer agrees to indemnify, defend, and hold harmless Company, its officers, directors, employees, and agents from and against any and all claims, damages, losses, costs, and expenses (including reasonable attorney fees) arising from or related to: Customer's use of products purchased through Company; Customer's breach of these Terms; Customer's violation of any applicable laws or regulations; or any third-party claims related to products delivered to Customer.

1.12 Force Majeure

Company shall not be liable for any delay or failure to perform due to causes beyond its reasonable control, including but not limited to acts of God, war, terrorism, civil unrest, labor disputes, supply chain disruptions, government actions, inability to obtain materials or transportation, Vendor failures, refinery shutdowns, or any other circumstances beyond Company's reasonable control.

1.13 Compliance with Laws

Customer agrees to comply with all applicable federal, state, and local laws, regulations, and ordinances in connection with the purchase, receipt, storage, and use of products.

1.14 Dispute Resolution and Governing Law

1.14.1 Governing Law: These Terms shall be governed by and construed in accordance with the laws of the State of California, without regard to its conflicts of law principles.

1.14.2 Jurisdiction: Any legal action arising out of or related to these Terms or any transaction shall be brought exclusively in the state or federal courts located in San Joaquin County, California. Customer irrevocably consents to the jurisdiction of such courts and waives any objection to venue or inconvenient forum.

1.14.3 Time Limit for Claims: Any cause of action that Customer may have against Company must be commenced within one (1) year after the cause of action accrues or shall be forever barred.

1.15 Modification of Terms

Company reserves the right to modify these Terms at any time. Modifications will be effective immediately upon posting to the Company website. Customer's continued use of the platform or placement of orders after modifications constitutes acceptance of the modified Terms.

1.16 Entire Agreement

These Terms, together with any order confirmation and invoice, constitute the entire agreement between Company and Customer and supersede all prior agreements, understandings, and communications, whether written or oral. No modification of these Terms shall be binding unless in writing and signed by an authorized representative of Company.

1.17 Severability

If any provision of these Terms is found to be invalid or unenforceable, the remaining provisions shall remain in full force and effect.

1.18 No Waiver

Company's failure to enforce any provision of these Terms shall not constitute a waiver of that provision or any other provision.

1.19 Assignment

Customer may not assign these Terms or any rights hereunder without Company's prior written consent. Company may assign these Terms to any affiliate or successor without Customer's consent.

1.20 Relationship Termination

Company reserves the right, at its sole discretion and at any time, to terminate its business relationship with any Customer, refuse to accept future orders, suspend access to the platform, or revoke any approved credit terms. Company may exercise this right with or without cause and without liability to Customer for any such termination or refusal.

1.21 Publicity and Reference

By transacting with Company, Customer grants Company the non-exclusive right to identify Customer as a customer of TransformerParts.com LLC for general marketing and reference purposes, including listing Customer's company name on the Company website or in sales materials. Customer may revoke this permission at any time by providing written notice to Company. Company shall not disclose the details of specific transactions, pricing, or order volumes without Customer's prior written consent.

2. TRANSFORMER OIL TERMS

These additional terms apply to all purchases of transformer oil, whether in bulk (tanker) or packaged (drums, totes) form.

2.1 Nature of Transformer Oil Sales

Transformer oil is a liquid commodity procured on demand from refineries and delivered directly from refineries to Customer locations. Company acts solely as an intermediary to facilitate the transaction between Customer and refinery.

2.2 Product Quantity

2.2.1 Quantity Variance: Due to the nature of bulk liquid commodities and container requirements, actual delivered quantity may vary from ordered quantity. Refineries may deliver up to 5% more or less than the ordered amount, and Customer shall pay for the actual quantity delivered.

2.2.2 Billable Quantity: Customer will be billed for the actual quantity delivered as measured by the refinery at the loading point. Refinery measurements are conclusive and binding in the absence of fraud or manifest error.

2.2.3 Container Requirements: Drums (55 gallons) cannot be partially filled; Totes (275 gallons) can be partially filled; Bulk tankers deliver minimum 4,000 gallons. Customer is responsible for ordering quantities that align with container and delivery requirements.

2.3 Product Quality and Specifications

2.3.1 Specifications: All transformer oil meets the specifications provided by the refinery at time of order. Specifications are determined by the refinery, not Company.

2.3.2 Testing: Refineries measure, sample, and test oil at the point of loading. Refinery test results are conclusive and binding in the absence of fraud or manifest error.

2.3.3 Quality Claims: Any claim regarding oil quality or specification must be made in writing to Company within ten (10) business days of delivery or shall be deemed waived. Company will facilitate communication with the refinery but makes no guarantee of resolution.

2.4 NO RETURNS - ALL SALES FINAL

2.4.1 Bulk Oil: Due to the nature of bulk liquid commodity delivery and immediate integration into Customer equipment, ALL BULK OIL SALES ARE ABSOLUTELY FINAL UPON DELIVERY. No returns, exchanges, or refunds will be accepted under any circumstances.

2.4.2 Packaged Oil: ALL PACKAGED OIL SALES (drums and totes) ARE FINAL UPON DELIVERY. Company does not accept returns of sealed or opened containers under any circumstances. Customer is responsible for verifying product specifications, quantity, and suitability before ordering.

2.4.3 No Exceptions: The no-return policy for transformer oil has no exceptions. Once oil is delivered to Customer's location, the sale is final. Customer acknowledges that the nature of liquid commodities makes returns impossible and accepts full responsibility for orders placed.

2.5 Order Cancellation and Customer Obligation to Accept Delivery

2.5.1 Cancellation Requests: Customer may request cancellation of a placed order prior to the refinery loading the product. Company will make reasonable efforts to cancel the order with the refinery; however, Company cannot guarantee that cancellation is possible once an order has been submitted to the refinery.

2.5.2 Cancellation Fees: If Company is able to cancel an order with the refinery but the refinery or carrier imposes a cancellation fee, restocking charge, or any other cost as a condition of cancellation, Customer is responsible for paying all such fees in full. Company will notify Customer of any applicable fees before completing the cancellation.

2.5.3 Non-Cancellable Orders: If Company is unable to cancel the order with the refinery without incurring cost, or if the refinery declines to cancel the order, Customer remains fully obligated to accept delivery of the product and pay the full invoice amount. Customer's obligation to accept and pay for the order is not relieved by a cancellation request that cannot be fulfilled at no cost. Refusal to accept delivery does not relieve Customer of the payment obligation and Customer will additionally be responsible for any redelivery, storage, or disposal costs incurred.

2.6 Defects and Non-Conforming Product

2.6.1 Legitimate Quality Issues: If Customer receives oil that demonstrably does not meet the refinery's stated specifications or is contaminated or otherwise defective through no fault of Customer, Company may, at its sole discretion, assist Customer in facilitating a claim with the refinery.

2.6.2 No Obligation: Company has no obligation to resolve quality disputes and makes no guarantee that refineries will provide replacement product, credit, or any other remedy.

Company's sole role is to facilitate communication between Customer and refinery if Company chooses to do so.

2.6.3 Direct Refinery Relationship: Customer acknowledges that any remedy for defective or non-conforming oil must come from the refinery, not Company. Customer may be required to work directly with the refinery to resolve issues.

2.6.4 Contamination of Customer Equipment: Company is not responsible for any loss, damage, or expense arising from contamination or degradation of delivered oil caused by conditions at Customer's facility, including but not limited to contaminated receiving tanks, pipelines, or equipment. Customer is responsible for ensuring that all receiving equipment is clean and suitable prior to delivery.

2.7 Delivery Requirements

2.7.1 Missed Deliveries: If a delivery cannot be completed due to Customer's unavailability, incorrect delivery information, or refusal to accept delivery, Customer remains obligated to pay for the oil in full. Redelivery charges, storage fees, and any additional costs will be billed to Customer.

2.7.2 Site Access - Bulk Tanker: Customer is responsible for ensuring the delivery location is accessible to full-size tanker trucks. This includes adequate road clearance, turning radius, weight-rated surfaces, and unobstructed access to the receiving connection point. Any additional charges resulting from site access issues, including carrier waiting time or failed delivery, are Customer's responsibility.

2.7.3 Site Access - Packaged Oil (Drums and Totes): Customer is solely responsible for unloading all packaged oil deliveries. Company and its carriers do not provide unloading services. Customer must have an operational forklift and qualified forklift operator available and on-site at the time of delivery for all tote and drum orders. Deliveries that cannot be unloaded due to lack of equipment or personnel will be returned to the carrier at Customer's expense, and Customer remains fully obligated to pay the purchase price plus all associated freight and return costs.

2.7.4 Detention and Demurrage: If a bulk tanker or freight carrier is delayed at Customer's site beyond the standard free time allowed by the carrier, Customer is solely responsible for all detention, demurrage, or layover charges assessed by the carrier. These charges will be invoiced to Customer in addition to the purchase price.

2.7.5 Site Conditions and Equipment Damage: Customer warrants that the delivery site and any equipment, connections, or surfaces used in connection with the delivery are in suitable condition and will not cause damage to the carrier's vehicle or equipment. Customer is responsible for any damage to carrier vehicles or equipment caused by Customer's site conditions.

2.8 Regulatory Compliance

Customer is responsible for safe receipt, storage, handling, use, and disposal of transformer oil in accordance with all applicable federal, state, and local laws and regulations, including but not limited to EPA regulations, OSHA standards, and state environmental laws. This obligation applies to all product types, including natural ester fluids (such as FR3) and synthetic ester fluids (such as MIDEL), which may have specific handling, spill response, and disposal requirements. Company will provide Safety Data Sheets (SDS) as supplied by refineries. Customer's compliance obligations are not diminished by any representation made by Company regarding product characteristics.

3. PARTS AND EQUIPMENT TERMS

These additional terms apply to all purchases of parts, gauges, equipment, and other non-oil products.

3.1 Nature of Parts Sales

Parts and equipment are procured from manufacturers and suppliers and shipped directly to Customer. Company acts as an intermediary to facilitate transactions between Customer and manufacturers/suppliers.

3.2 Product Specifications

All product specifications, compatibility information, and technical data are provided by manufacturers. Customer is responsible for verifying that parts ordered are suitable for Customer's intended application.

3.3 ALL SALES FINAL

3.3.1 No Returns: ALL PARTS AND EQUIPMENT SALES ARE FINAL. Company does not accept returns under any circumstances.

3.3.2 Customer Responsibility: Customer is solely responsible for: Verifying part numbers and specifications before ordering; Ensuring compatibility with existing equipment; Confirming quantity and delivery address; Inspecting items upon delivery.

3.4 Discretionary Return Facilitation

3.4.1 Company Discretion: Company may, at its absolute and sole discretion, elect to facilitate a return of parts or equipment with the manufacturer or supplier. Company has no obligation whatsoever to facilitate returns and may decline to do so for any reason or no reason.

3.4.2 No Guarantee: Even if Company agrees to facilitate a return, Company makes no guarantee that the manufacturer or supplier will accept the return. Manufacturers and suppliers have their own return policies, and many do not accept returns at all.

3.4.3 Conditions: If Company agrees to facilitate a return and the manufacturer/supplier accepts the return, the following conditions apply: Customer pays all return shipping costs; Customer pays any restocking fees charged by manufacturer/supplier; Items must be unused, unopened, and in original packaging; Return must be initiated within timeframe specified by manufacturer/supplier; Refunds (if any) are subject to manufacturer/supplier policies and deductions.

3.4.4 Process: If Company agrees to facilitate a return, Customer must: Contact Company in writing with order number and reason for return; Wait for Company approval before returning anything; Follow all instructions provided by Company; Ship items as directed at Customer's expense.

3.4.5 Chargebacks Prohibited: Customer agrees not to initiate any chargeback, payment reversal, or dispute with credit card companies or banks for parts or equipment purchases. Any such action will be considered a material breach of these Terms. Customer acknowledges that all sales are final and that dissatisfaction with a product does not constitute grounds for chargeback.

3.5 Company-Manufactured Products

For products manufactured by TransformerParts.com LLC (as indicated on product listings):

3.5.1 Direct Sales: Company is both the seller and manufacturer. Title and risk of loss pass to Customer upon delivery.

3.5.2 Warranties: Company provides only those warranties, if any, expressly stated on the product listing. COMPANY MAKES NO OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.

3.5.3 Returns: ALL SALES ARE FINAL. No returns, exchanges, or refunds.

3.5.4 Liability: Company's total liability is limited to the purchase price paid for the product, with no liability for consequential, incidental, or special damages.

3.5.5 Defects: If a Company-manufactured product is defective, Customer must notify Company in writing within ten (10) business days of delivery. Company may, at its sole discretion, repair, replace, or refund the defective product.

3.6 Defective or Non-Conforming Parts

3.6.1 Manufacturing Defects: If Customer receives parts that are defective due to manufacturing defect (not damage in shipping or Customer misuse), Company may facilitate a warranty claim with the manufacturer.

3.6.2 Wrong Item Shipped: If Customer receives an item that is materially different from what was ordered due to Company or supplier error, Customer must notify Company in writing within five (5) business days of delivery. Company will investigate and, if error is confirmed, will facilitate replacement at no charge to Customer.

3.6.3 Shipping Damage: Damage occurring during shipment must be noted on the delivery receipt and reported to Company within 48 hours of delivery. Company will assist in filing claims with the carrier but is not responsible for shipping damage.

3.7 Technical Support

Company does not provide technical support for parts or equipment. All technical questions should be directed to the manufacturer. Company may provide manufacturer contact information but has no obligation to do so.

4. CUSTOMER ACKNOWLEDGMENTS

By placing an order with TransformerParts.com LLC, Customer acknowledges and agrees that:

1. Customer has read, understood, and agrees to be bound by these Terms and Conditions
2. Company acts as a marketplace intermediary and does not manufacture, warehouse, or take title to products (except for Company-manufactured products)
3. All warranties come from Vendors/manufacturers, not Company (except for Company-manufactured products)
4. All sales are final with no returns (except at Company's sole discretion for parts only)
5. Customer is solely responsible for verifying product specifications, compatibility, and suitability
6. Company's liability is strictly limited as set forth in these Terms
7. Customer will not initiate chargebacks and understands that doing so breaches these Terms

8. All quotes are estimates only, valid for 24 hours, and Company may void or revise any quote prior to confirmed order acceptance
9. For packaged oil deliveries, Customer must have a forklift and qualified operator available at the delivery site
10. Customer is responsible for regulatory compliance, including EPA and environmental requirements, upon receipt of all products

5. CONTACT INFORMATION

For questions about these Terms and Conditions, contact:

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777 S Ham Ln
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END OF TERMS AND CONDITIONS