ODL GRILLS SALES TERMS & CONDITIONS

Effective October 1, 2026

These Terms & Conditions apply to purchases from ODL Grills unless a written quotation, invoice, dealer agreement, or project contract signed by ODL states different terms. Consumer rights that cannot legally be waived remain unaffected.

1. Orders and Acceptance

All orders are subject to ODL acceptance. A quotation, estimate, cart, purchase order acknowledgment, or invoice does not obligate ODL to sell until the order is accepted and any required deposit or payment is received.

Changes to an accepted order must be approved by ODL in writing. Changes may affect price, delivery date, freight, fabrication, and installation scheduling.

Custom, special-order, configured, converted-fuel, or made-to-order products may become non-cancelable once procurement, fabrication, or modification has started.

2. Prices, Taxes, and Charges

Prices are in U.S. dollars and may change before ODL accepts an order. The accepted invoice or written order confirmation controls the purchase price.

Unless expressly included in writing, prices exclude sales/use tax, permit fees, freight, lift-gate charges, inside delivery, installation, gas work, electrical work, masonry, cabinetry, concrete, countertops, site preparation, and removal/disposal of existing equipment.

Buyer is responsible for taxes and government charges applicable to the transaction, except taxes imposed on ODL's net income.

3. Payment Terms

Payment is due according to the accepted quotation, invoice, or project contract. For product-only sales, ODL may require full payment before shipment or release.

For installation or construction projects, the project-specific written proposal controls deposits and progress/final payments. Unless that proposal states otherwise, any deposit is applied to procurement, scheduling, materials, and project mobilization.

ODL may suspend shipment, installation, or service when an account is past due. Buyer remains responsible for undisputed amounts. Returned checks or reversed electronic payments may be subject to lawful bank/processing fees.

4. Delivery, Freight, and Risk of Loss

Delivery dates are estimates unless ODL expressly guarantees a date in a signed writing. ODL is not responsible for delays caused by carriers, suppliers, weather, port or customs conditions, labor disruptions, material shortages, government action, utility interruption, acts of God, or other circumstances beyond ODL's reasonable control.

For common-carrier shipments, buyer must inspect packaging and product promptly at delivery. Visible freight damage should be noted on the carrier receipt before signing whenever reasonably possible. Concealed freight damage must be reported to ODL as soon as discovered and within the carrier's applicable claim window.

Risk of loss and title pass as provided on the accepted invoice/shipping terms and applicable law. If ODL performs local delivery and installation, risk of physical loss remains with ODL until delivery at the job site, except for damage caused by buyer, site conditions, or third parties.

5. Inspection and Shortage Claims

Buyer should inspect products promptly after receipt. Claims for shortages, incorrect items, or visible non-freight defects should be reported to ODL within 10 calendar days after delivery. This notice period does not eliminate rights that cannot be limited by law and does not shorten the separate ODL Limited Warranty for latent covered defects.

6. Returns and Cancellations

No return is accepted without prior written return authorization from ODL. Authorized returns must be unused, uninstalled, complete, and in resalable condition with original packaging unless ODL approves otherwise.

Standard-stock returns may be subject to a restocking charge reasonably disclosed at authorization, plus outbound/return freight where permitted by law. Special-order, custom, used, installed, damaged, fuel-converted, or clearance/final-sale goods are non-returnable unless defective or otherwise required by law.

Unauthorized returns may be refused. Any refund is issued after inspection and deduction of authorized charges. Original expedited freight, special handling, installation, and labor charges are non-refundable unless the return results from ODL error or a remedy required by law.

7. Installation and Site Requirements

Buyer is responsible for ensuring the installation site, enclosure, ventilation, clearances, supporting structure, countertop opening, utilities, gas type/pressure, electrical supply, permits, and code compliance are suitable for the purchased equipment unless ODL expressly contracts to provide those services.

Gas and electrical connections must be performed by qualified persons as required by applicable law. Built-in grills must be installed with all required non-combustible clearances and any required insulated jacket. Failure to follow the installation manual may create fire, gas, carbon monoxide, or property-damage hazards and may affect warranty coverage to the extent the improper installation caused the failure.

Buyer must provide safe, unobstructed site access and disclose known conditions that could affect installation, including hidden utilities, structural issues, drainage, settlement, moisture, combustible materials, and existing gas/electrical defects.

8. Product Specifications and Changes

ODL may make reasonable engineering, component, appearance, packaging, or manufacturing changes that do not materially reduce the product's intended function. Published photographs and renderings are illustrative; natural materials, stainless steel, stone, concrete, and finishes may show normal variation.

Buyer is responsible for confirming final dimensions and utility requirements from the current product specification sheet before cabinetry, countertops, masonry, or other surrounding work is permanently fabricated.

9. Warranty

ODL products are covered only by the written ODL Limited Warranty applicable to the product and purchase date, plus any valid Optional ODL Protection Plan purchased for that product. The warranty document is incorporated into these Terms by reference.

ODL does not authorize oral warranties or representations that conflict with the written ODL Limited Warranty. Nothing in these Terms excludes rights or implied warranties that cannot legally be excluded.

10. Optional Protection Plans

ODL may offer optional 1-Year ($199.99), 3-Year ($399.99), and 5-Year ($499.99) Protection Plans. Plan coverage, exclusions, claim procedures, and availability are governed exclusively by the applicable written Protection Plan terms. Plan duration runs from the original retail delivery date unless the written plan states otherwise.

Optional paid protection plans may be regulated as service contracts in some jurisdictions. ODL will offer or administer a plan only as permitted by applicable law.

11. Safety and Proper Use

Outdoor gas grills must be used outdoors in accordance with the owner manual. Buyer must not operate a grill in an enclosed living space, garage, recreational vehicle, tent, or other location prohibited by the manual or applicable code.

Buyer must shut off gas and discontinue use if gas leakage, uncontrolled flame, electrical fault, structural damage, or another unsafe condition is suspected, and obtain qualified service before reuse.

12. Intellectual Property

ODL names, logos, product names, drawings, photographs, manuals, marketing content, CAD files, and other proprietary materials remain the property of ODL or its licensors. Purchase of a product does not transfer intellectual-property rights except the limited right to use the product as intended.

13. Limitation of Liability

To the maximum extent permitted by law, ODL is not liable for indirect, incidental, special, exemplary, or consequential damages, including loss of use, loss of food, lost profits, business interruption, or damage to surrounding work caused by a condition excluded from warranty coverage.

For claims not involving personal injury, death, or rights that cannot legally be limited, ODL's aggregate liability arising from a product sale will not exceed the amount paid to ODL for the specific product or service giving rise to the claim, except where a greater remedy is required by law.

14. Indemnity for Commercial/Resale Activity

If buyer is a dealer, contractor, installer, reseller, or other commercial purchaser, buyer is responsible for its own installation work, representations, employee conduct, site safety, and compliance obligations. To the extent permitted by law, that commercial buyer will indemnify ODL against third-party claims caused by the buyer's negligence, unauthorized modifications, code violations, or representations not authorized by ODL.

15. Force Majeure

ODL is excused from delay or nonperformance to the extent caused by events beyond its reasonable control, including severe weather, natural disasters, fire, flood, war, terrorism, civil disorder, epidemic/pandemic effects, governmental restrictions, transportation interruption, cyberattack affecting critical suppliers, labor disruption, utility failure, or material/component shortage. ODL will use commercially reasonable efforts to resume performance.

16. Governing Law and Venue

Except where non-waivable consumer law requires otherwise, these Terms and any sale by ODL are governed by the laws of the State of Alabama, without regard to conflict-of-laws rules. Any court proceeding that may lawfully be required to occur in Alabama will be brought in a court of competent jurisdiction in Baldwin County, Alabama. This clause does not eliminate statutory venue or forum rights that cannot legally be waived.

17. Dispute Resolution and Opportunity to Cure

Before filing a non-emergency claim relating to a product or sale, the parties should provide written notice describing the dispute and allow at least 30 days for a reasonable good-faith attempt to inspect, cure, repair, replace, refund, or otherwise resolve the issue. This informal process does not prevent either party from seeking urgent injunctive relief and does not shorten any limitations period unless applicable law expressly permits it.

18. Electronic Communications and Signatures

Buyer agrees that order confirmations, invoices, warranty documents, notices, and records may be delivered electronically to the contact information provided by buyer. Electronic signatures and electronic acceptance may be used to the extent permitted by law.

19. Privacy

ODL may collect and use purchaser contact, transaction, delivery, warranty, and service information for order fulfillment, customer service, warranty administration, fraud prevention, product safety, legal compliance, and related business operations. Any published ODL privacy notice controls to the extent it provides more specific terms.

20. Entire Agreement; Severability; No Waiver

The accepted order, invoice, applicable product specifications, applicable ODL Limited Warranty/Protection Plan, any signed project contract, and these Terms constitute the agreement concerning the sale. If documents conflict, a signed

project-specific contract controls over an invoice, and an invoice/order confirmation controls over these general Terms for transaction-specific pricing and scope.

If any provision is held unenforceable, it will be enforced to the maximum lawful extent and the remaining provisions remain in effect. ODL's failure to enforce a provision once is not a waiver of future enforcement.

21. Contact

ODL Grills
26151 Equity Dr
Daphne, AL 36526
Website: www.odlgrills.com
Email: info@odlgrills.com

Customer / Dealer Acknowledgment (Optional)

By signing below, the purchaser acknowledges receipt of these Terms & Conditions and the applicable ODL Limited Warranty before or at the time of purchase. A signature is not required where acceptance occurs through an online checkout, electronic order, invoice payment, or other legally valid method.

Purchaser / Company	_____
Signature	_____
Date	_____
Order / Invoice No.	_____