



AIRPRO FAN & BLOWER CO. STANDARD TERMS AND CONDITIONS

AGREEMENT: The sale of any equipment or services described or referred to herein at the prices indicated is expressly conditioned upon the terms and conditions set forth below. Any order for or any statement of intent to purchase any such equipment or services, or any direction to proceed with engineering procurement, manufacture or shipment, shall constitute assent to said terms and conditions and a representation that the Buyer is solvent. Any additional or different terms or conditions set forth in any such communication from the Buyer are hereby objected to by AirPro Fan & Blower Company, hereinafter referred to as "Seller", and shall not be effective or binding unless assented to in writing by an authorized representative of Seller.

TERMS OF PAYMENT: Terms of payment are net thirty (30) days subject to the prior approval of the Seller's Credit Department. Notwithstanding such approval, if in Seller's judgment the Buyer's financial condition does not warrant the continuation of production or shipment on the original terms, the Seller reserves the right to require payment in advance. Overdue accounts will bear interest at a rate of 1.5% per month.

TAXES: Any tax or other governmental charge now or hereafter levied upon the production, sale, use or shipment of goods ordered or sold will be charged to and paid for by the Buyer. Such taxes are not covered in the Seller's price unless expressly so proposed.

FREIGHT CLAIMS: Unless otherwise expressly agreed in writing, delivery of the product is made FOB factory. The liability and responsibility of Seller for the product ceases upon delivery of the product in good order to the carrier. All claims for damage and shortage in transit are the Buyer's responsibility and the Buyer must file the claim against the carrier. Claims for factory shortage will not be recognized unless such alleged shortage is reported to Seller in writing within ten (10) days after receipt of the product.

ACCEPTANCE AND PRICES: Quoted prices are firm for thirty (30) days from the quote date. Prices on orders for products manufactured by Seller are firm for one hundred and eighty (180) days from time of order entry. Orders released for production and scheduled by Seller cannot be rescheduled by the Buyer unless it is done at least eight (8) weeks before the Seller's scheduled shipping date. Once production is started the Buyer must accept delivery when the order is ready for shipment.

CANCELLATIONS: Accepted orders cancelled by the Buyer are subject to cancellation charges for all expenses incurred and commitments made by Seller. The cancellation charges on completed items will be reasonably calculated with a maximum charge of one hundred percent (100%) of the selling price.

DELAYS: Seller shall not be liable to the Buyer or to any third party for any delays caused by riots, strikes, lockouts, weather, fire, floods, lack of transportation, accidents, the failure of Seller's suppliers to meet their contractual obligations, breakdowns, or any other contingency beyond Seller's reasonable control and receipt of the product by the Buyer shall constitute a waiver of all claims for loss or damage due to delay.

PRODUCT CHANGES: Seller reserves the right to change or modify the product in the interest of continuous product improvement without liability.

RETURNED GOODS: Goods may not be returned except by the written permission of the President or VP of Seller, and when so returned may be subject to a handling charge and transportation costs.

MODIFICATION: These Standard Terms and Conditions may not be modified except by written agreement signed by the President or VP of Seller. Without restricting the generality of the foregoing, agents and sales representatives of Seller do not have authority to modify these Standard Terms and Conditions.

PERFORMANCE: Where performance figures are specified, the equipment offered is based on Seller's experience and best judgment of the Buyer's requirement. Should any modifications be required to meet performance specifications, Seller reserves the right to make these modifications, at Seller's expense. If, in Seller's judgment, a modification problem cannot be readily and economically rectified, it is Seller's option to remove the equipment and refund all payments made to Seller by the Buyer. No other charges will or can be assessed by either the Buyer or Seller.



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PATENTS: If the Buyer learns of a patent infringement claim, Buyer shall provide Seller notice of concern along with all appropriate evidence. Buyer agrees to work with Seller to resolve concerns reasonably. Neither party shall notify a third party of the claim without written consent of the other party.

SELLER PRODUCT DESIGNS: The design, performance information, and construction detail of Seller fabricated components is proprietary, and remains the valuable property of Seller. By ordering these products, accepting them and the associated information and technical assistance, the Buyer agrees not to copy or duplicate the product or information provided without express written authorization from Seller.

LIMITED PRODUCT WARRANTY: All Seller products are warranted against defects in workmanship and materials for (36) months from Invoice Date.

To activate the Limited Product Warranty, complete the Product Registration form online.

To receive Product Warranty Evaluation service, complete the Warranty Report online and submit for service. The Report must be accompanied by proof that the product was properly installed and maintained in accordance with Seller's instructions and recommendations (see IOM) and, if applicable, that it was operated within operational limits set forth on product nameplate.

Product defects due to material or workmanship will be repaired or replaced as Seller sees fit. This is the full extent of the Seller's obligation. Any other expenses incurred are to be borne by Buyer unless Seller agrees to them in writing.

Parts installed by Seller but not manufactured or supplied by Seller shall carry the original manufacturer's warranty only and must be serviced through them.

This warranty does not cover wear, corrosion, or abrasion, nor any product judged by Seller to have been subject to misuse, neglect, or alteration from the original product design and manufacture.

Any part found to be installed on equipment that was not manufactured or supplied by Seller shall render the warranty void.

This warranty does not guarantee sound pressure levels or dBA as they are environmentally dependent.

NOTE: Buyer's failure to pay the full amount owed for the product within thirty (30) days of the due date of invoice shall release Seller from any and all liability or obligation arising pursuant to any warranty, expressed or implied, whether statutory or otherwise, including any implied warranty or merchantability or fitness for a particular purpose, made in connection with any contract formed hereunder. Buyer agrees that such failure to pay shall constitute a voluntary waiver of any and all such warranties arising pursuant to such contract.

LIMITATION ON LIABILITY: The Buyer agrees that in no event will Seller's total liability to Buyer exceed the purchase price in the quotation, or any defective portion of the product, whichever is less. Seller will not be liable for any other consequential damages, lost revenues or profits, incidental damages, business interruption, damaged reputation claims, or any such claims.

REGULATORY LAWS AND/OR STANDARDS: The Seller makes no promise or representation that its product will conform to any state or local laws, ordinances, regulations, codes or standards, except as particularly specified and agreed upon for compliance in writing as a part of the contract between Buyer and Seller. Seller's prices do not include the cost of any related inspection permits or inspection fees.

GENERAL: All quotations are made and all orders accepted by the Seller with reference to the laws of the State of Wisconsin and the rights and duties of all persons and the construction and effect of all provisions thereof shall be governed by and construed according to the laws of that state. Should any terms or provisions contained in these conditions violate any or be involved under applicable law, the contract of which these conditions form a part shall not fail by reason thereof but shall be construed in the same manner as if such terms or provisions had not appeared herein. The Seller represents that any goods to be delivered hereunder will be produced in compliance with the requirements of the Fair Labor Standards Act of 1938, as amended. These conditions of sale constitute all the terms in the agreement between Seller and Buyer.