**TERMS & CONDITIONS OF SALE**

Air Treatment Corporation (hereinafter designated as Seller) hereby accepts your order with the condition that this acceptance by us is expressly made conditional on assent by you to all terms and conditions set forth below, notwithstanding that they may be in addition to or different from those contained in your order or acknowledgment . Acceptance by you of any of the material covered by this order or failure to give notice of objections to any terms set forth herein within ten (10) days of the date hereof, shall be deemed to be assent by you to these terms and conditions. It is understood and agreed that the terms and conditions contained herein constitute the complete and exclusive statement of all such terms, and supersedes all prior communications between the parties, oral or written, as relates to the equipment described on your purchase order. Where any terms herein are contrary to or inconsistent with any terms contained in your purchase order, these terms and conditions shall control. If any item in this agreement is deemed unenforceable, all other items shall remain in force and effect.

**PAYMENT TERMS:** 1% 10 Days/ Net 30 are available upon approval of credit. Acceptance of Purchase Orders does not guarantee payment terms as stated until approved by the Credit Dept. We retain the right to revise all credit terms until said equipment has been shipped. Purchaser agrees to accept responsibility for payment of equipment whether or not payment has been made to purchaser on the project. Should payment not be made in accordance with Seller’s payment terms, purchaser agrees to pay to Seller a one and one-half percent (1 ½%) per month service charge on any unpaid balance due. Any retention for start-up should reflect the actual cost of start-up and not a percentage of the invoice. Prior consent from the Seller is required. No other retention shall be acceptable. No rights of lien are waived.

**ACCEPTANCE:** This quotation is offered for acceptance for a period of 30 days, subject to extension on upon written agreement of Seller in writing. This quotation is subject to revision on notice. In those instances where the Manufacturer reserves order acceptance prerogative, final acceptance shall be so governed.]

**PLANS AND SPECIFICATIONS:** All equipment and/or materials are sold in accordance with manufacturers’ specifications and/or approved submittal data and not necessarily in accordance with “Plans and Specifications.” Seller is a vendor only and is not bound to the contractor under any provisions of general contract provisions including payment terms, retention “hold,” delay, arbitration and/or cancellations provisions. On plan and specification work, any reference to plans and specifications shall pertain alone to the technical portions of such plans and specifications, including the approved submittals, the latter of which shall determine ultimate responsibility and scope of Seller’s obligations. Seller makes no representation as to design, application and/or fitness for a particular purpose.

**LEAD TIMES, DELAY:** Shipment lead times reflect current production schedules based upon current release to production. Seller shall not be responsible to purchaser (or ultimate user) for delays in delivery due to acts of God, strikes, fires, accidents, unavailability of equipment and/or materials, or any other causes beyond Seller’s control. In the event of any such delay occasioned by such events, the date of delivery shall be extended for a length of time reasonably equivalent to the period of the delay, and with no penalty to Seller.

**DAMAGES DISCLAIMER:** No provision for liquidated, incidental or consequential damages in the event of any breach of this contract by the Seller shall apply to this sale, and any provision for liquidated, incidental or consequential damages shall be of no force and effect unless specifically agreed to by the Seller in writing signed by an officer of the corporation. Seller will not accept any back charge without its consent. Seller shall not be liable to purchaser for costs, damages, expenses or consequential damages arising out of, or resulting from, the purchase or use of equipment and/or materials, or claims made under Manufacturer’s written Limited Warranty.

**DELIVERY:** All shipping information is approximate, and shipping dates are based on prompt receipt of all necessary information at Manufacturers’ plant. Deliveries shall be made FOB manufacturers’ factory. Title and risk of loss shall pass to the Buyer at FOB point. Buyer agrees to accept delivery of any part or all of the manufactured material upon completion of same and failure of the Buyer to furnish Seller shipping instructions shall in no way alter the terms of the payment of Seller’s invoice. Seller shall not be responsible for any storage for any reason unless agreed to in writing before such action is deemed necessary. Where an allowance for freight is included, only the first destination will be allowed. In no event shall Seller be liable for special or consequential damages due to delay.

**REQUIRED DELIVERY SCHEDULE:** Seller and Purchaser agree that for a “required delivery schedule” to be binding upon Seller or Seller’s source of supply, a separate written confirmation to purchaser, confirming the required delivery schedule, must be provided to be binding on either Seller or Seller’s source of supply.

**CLAIMS:** Buyer shall notify Seller in writing, within (10) days of delivery if equipment is defective or nonconforming. Seller shall have the option of reinspection before allowing or rejecting the Buyer’s claim. Failure to make such claim within ten (10) days of delivery shall constitute acceptance. Expenses incurred in connection with claims for which the Seller is not liable will be paid by Buyer. Any claim for corrective work done upon the equipment covered hereunder must be approved beforehand, in writing, and signed by an officer of the Seller. Defects that do not impair the operation or performance of the goods provided shall not be cause for rejection by the Buyer.

**CHANGES, CANCELLATIONS, RETURNS:** Notice from the buyer to suspend work, delay delivery or terminate this order shall entitle Seller to payment from the Buyer for all costs, direct and indirect, incurred by the Seller on the balance of the order to the date of receipt of such notice, and which, in the event of cancellation of such order, shall result in payment to Seller of an amount not less than 15% of the face amount of the order. Any return for goods and equipment must be authorized by the Seller or Seller’s source of supply and may be subject to restocking and/or other incidental charges. All orders placed on hold must be the subject of written amendment to the purchase order, and must detail the parties’ agreement regarding storage arrangements and costs.

**TAXES:** Purchaser agrees to pay all sales, excise or other taxes, which may be applicable to the sale of the equipment and/or materials.

**WARRANTY:** It is understood and agreed that the only warranty the subject of this order shall be the Manufacturer’s written Warranty in effect at the time of shipment, and as specifically relates to such equipment the subject of this order, and which Seller shall supply to Buyer. Buyer acknowledges there are no implied or expressed warranties by Seller, other than those of the Manufacturer, and in no case will the amount of the warranty or liability exceed the amount of the order. Seller accepts no consequential liability of any nature, and in no case will Seller be liable for damages beyond the purchase price of the defective items. Further, Buyer agrees to defend, indemnify and hold harmless Seller, from and against any and all Claims of Damage(s), Expense(s) Cost(s) or Consequential Damages alleged or claimed by virtue of the equipment. Buyer agrees that in the event of an alleged Warranty Claim made, either through Buyer or Buyer’s customer, or otherwise, which in truth and fact turns out to be a Non-Warranty item and is attributable to the acts of others, failure to maintain equipment, or other reasons not the fault of the Manufacturer or Seller, that Seller and/or Manufacturer shall be reimbursed in full by Buyer for all expenses incurred in ascertaining the alleged Warranty Claim, including all legal costs and fees incurred.

**DISPUTES, ATTORNEY’S FEES:** In the event Seller is compelled to bring any action to enforce any part of these Terms and Conditions including, but not limited to, any action to collect monies due hereunder, purchaser agrees to pay Seller’s reasonable attorney’s fees and costs. In any proceeding to enforce these Terms and Conditions, the law of the State of California shall control, and venue shall be deemed proper only in any court of competent jurisdiction in the County of Orange, California.