



CONDITIONS OF SALE

Suitable for use with purchase orders containing Air Monitor products

1. **ACCEPTANCE:** The following Conditions of Sale apply to all sales of AIR MONITOR's products. These provisions shall apply even if AIR MONITOR fails to object to provisions appearing on, incorporated by, referenced in, or attached to Buyer's purchase order form. Buyer's acceptance of delivery of AIR MONITOR's products constitutes its acceptance of these Conditions of Sale.

2. **DELIVERY AND TITLE:** All product shipments are Ex Works and title passes to the Buyer at the time AIR MONITOR delivers the merchandise to the carrier. Risk of loss or damage to the product passes to the Buyer at the time AIR MONITOR delivers the product to the carrier. The Buyer immediately upon receipt should inspect all shipments, and should there be any evidence of damage or loss in transit, Buyer must file claims or tracers upon carrier. AIR MONITOR will assist in tracing shipments upon request.

3. **WARRANTIES:**

NO FAULT WARRANTY: AIR MONITOR warrants that for a period of one (1) year following the date of original shipment of an AIR MONITOR product (i) the product will survive the installation and wiring process and (ii) meet the performance standards of the LIMITED WARRANTY below; provided, however, that the warranties provided herein shall be void and may not apply in the event Buyer misuses or damages a product, including, but not limited to, any use by the Buyer of a product for an application other than one of a type approved by AIR MONITOR. The fiscal limit of the NO FAULT WARRANTY is the larger of \$5,000 or 10% of the order value. Additional exclusions include Acts of Nature, flood, fire and theft. AIR MONITOR's sole liability and Buyer's sole remedy for any breach of the foregoing warranty is for AIR MONITOR to repair or replace, at AIR MONITOR's option, any defective product that is returned to AIR MONITOR during the warranty period. EXCEPT AS MAY BE SPECIFICALLY AGREED BY AIR MONITOR IN WRITING IN RELATION TO EACH SALE, NO OTHER WARRANTIES SHALL APPLY, WHETHER EXPRESSED, IMPLIED OR STATUTORY, AND THERE SHALL BE NO IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.

LIMITED WARRANTY: AIR MONITOR warrants that for a period of three (3) years following the date of original shipment of an AIR MONITOR product: (i) the product will conform to AIR MONITOR's standard written specifications applicable to such product in effect on the date of Buyer's order, or as modified by AIR MONITOR's quotation or Buyer's purchase order accepted by AIR MONITOR, (ii) the product will be free from defects in workmanship, and (iii) that AIR MONITOR has title to the product prior to shipment to the Buyer; provided, however, that the warranties provided herein shall be void and may not apply in the event Buyer misuses or damages a product, including, but not limited to, any use by the Buyer of a product for an application other than one of a type approved by AIR MONITOR. AIR MONITOR's sole liability and Buyer's sole remedy for any breach of the foregoing warranty is for AIR MONITOR to repair or replace, at AIR MONITOR's option, any defective product that is returned to AIR MONITOR during the warranty period. EXCEPT AS MAY BE SPECIFICALLY AGREED BY AIR MONITOR IN WRITING IN RELATION TO EACH SALE, NO OTHER WARRANTIES SHALL APPLY, WHETHER EXPRESSED, IMPLIED OR STATUTORY, AND THERE SHALL BE NO IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.

4. **REMEDIES:** AIR MONITOR's OBLIGATION UNDER THE FOREGOING WARRANTIES IS LIMITED SOLELY TO REPAIR OR REPLACEMENT, AT AIR MONITOR's OPTION, OF DEFECTIVE OR NONCONFORMING PRODUCTS. AIR MONITOR SHALL NOT BE LIABLE FOR CONSEQUENTIAL, INDIRECT, PUNITIVE, INCIDENTAL, OR SPECIAL DAMAGES WHETHER FOUND ON CONTRACT, TORT OR ANY OTHER THEORY OF LAW. No products shall be returned to AIR MONITOR without its prior consent and transportation and insurance costs shall be prepaid. Any repair or replacement of AIR MONITOR's products under the foregoing warranty will be at no charge to the Buyer provided such repair is done at the AIR MONITOR factory or authorized service center.

AIR MONITOR products that are repaired or replaced under this warranty will be returned to Buyer via the same method of shipment used to return the product to AIR MONITOR. Repair or replacement of AIR MONITOR products is conditioned upon AIR MONITOR's acknowledgement of any alleged defect or nonconformance during the warranty period and issuance of a Return Authorization number. All product returns must reference the Return Authorization number on the outside of the shipping carton and on any paperwork referencing the return.

5. **PRICES AND PAYMENT TERMS:** The prices set forth in the most recent quote or acknowledgement as applicable, supersede all previous prices or quotations. All quotations are subject to change or withdrawal without notice except as may be specifically noted on the face of the quotation. The prices shown do not include sales, excise or government charges payable by AIR MONITOR to Federal, State, or local authority. Any such tax or charge now or hereafter imposed upon the sale or shipment of the products under this contract will be added to the purchase price. Buyer agrees to reimburse AIR MONITOR for such tax or charge or provide AIR MONITOR with an acceptable exemption certificate. Payment of invoices will be due 30 days from the date of shipment of the products contained



therein. In the event that payment of an invoice is not received by the invoice due date, AIR MONITOR will assess a late fee not to exceed 1.5% per month or 18% per year, or the maximum allowable by law whichever is lower.

6. CANCELLATION: Buyer may cancel its order, or any part of it, by sending written notice of cancellation to AIR MONITOR and paying a reasonable cancellation fee as determined by AIR MONITOR. The reasonable cancellation fee will reflect, among other factors, the expenses already incurred and commitments made by AIR MONITOR, sales and administrative costs and profit as determined by AIR MONITOR. If Buyer received a reduced price based on the quantity of products ordered, but has not purchased the applicable quantity at the time of cancellation, Buyer will pay the price it would have paid had AIR MONITOR's sale price been based on the quantity actually purchased.

7. CHANGES: If Buyer makes any changes in its drawings, designs, or specifications applicable in any contract with AIR MONITOR that cause an increase or decrease in the cost of performance of the contract, or if such changes result in rework or obsolescence, an equitable adjustment shall be made to the contract. Such changes are subject to AIR MONITOR's prior written consent.

8. EXCUSABLE DELAY: AIR MONITOR shall under no circumstance be responsible for failure to fill any order or orders when due to: fires, floods, riots, strikes, freight embargoes or transportation delays, shortage of labor, inability to secure fuel, material supplies, or power at current price or on account of shortages thereof, acts of God or of the public enemy, any existing or future laws or acts of the Federal or State Government (including specifically, but not exclusively, and orders, rules or regulations issued by any official or agency of any such government) affecting the conduct of AIR MONITOR's business with which AIR MONITOR in its judgment and discretion deems it advisable to comply as a legal or patriotic duty, or due to any cause beyond AIR MONITOR's reasonable control.

9. PATENTS: AIR MONITOR shall defend all suits or proceedings brought against Buyer or its customers arising from claimed infringements of any patent, trademark, service mark or copyright for any product furnished by AIR MONITOR and shall indemnify it against all costs, fees, and damages on the condition Buyer promptly notifies AIR MONITOR in writing and provides information and assistance to enable AIR MONITOR to conduct the defense, provided that AIR MONITOR shall have no such obligation in case of infringement resulting from AIR MONITOR's conformance to special requirements of Buyer. If AIR MONITOR is not able to settle any such suit or proceeding on acceptable terms, AIR MONITOR may, at its option, require return of the infringing product and refund the purchase price to Buyer less a reasonable allowance for depreciation or use.

10. FAIR LABOR STANDARDS ACT: AIR MONITOR represents that all products delivered under this contract are furnished in accordance with the applicable provisions of the Fair Labor Standards Act as amended.

11. APPLICABLE LAW: This document and any resulting contract shall be governed by and construed in accordance with the laws of the State of Florida. The courts of the State of Florida and the federal courts located in Florida shall have jurisdiction and venue with respect to litigation to this contract. In the event of litigation, the prevailing party shall be entitled to recover attorney's fees and costs from the non-prevailing party, including appellate attorney's fees.

12. MODIFICATIONS: These Conditions of Sale along with the prices, quantities, delivery schedules and other provisions and instructions in applicable quotations by AIR MONITOR or Buyer's purchase orders accepted by AIR MONITOR shall constitute the entire agreement between AIR MONITOR and Buyer pertaining to any resulting contract. They can be modified only in writing.