



Tronair, Inc.

**Standard Terms and Conditions
Applicable to Customer Purchase Orders**

1. **Acceptance Agreement.** Any acceptance of this order is expressly limited to the terms hereof.

2. **Taxes.** Customer agrees to pay, and Tronair may withhold, any and all taxes imposed by law upon or on account of the goods, materials, or services specified on the front page of this order, unless otherwise agreed.

3. **Payment Terms.** Payment shall be made in accordance with the terms set forth on the front page of this order. Unless otherwise agreed to in writing, invoices shall be paid within 45 days after the receipt of the invoice from Tronair; provided, however, that the invoice date shall not be earlier than the date of shipment. Tronair reserves the right to apply a 1.0 percent monthly service fee for any invoice over 45 days.

4. **Customer Designs.** With respect to materials and goods made in accordance with a design furnished by Customer, Customer agrees to defend, protect and save harmless Tronair, its successors, assigns, customers and users of its products, against all suits in law or in equity and from all damages, claims and demands for actual or alleged infringement of any United States or foreign patent, any copyright, or any alleged unfair competition resulting from similarity in design, trademark or appearance, by reason of the use of a design furnished by Customer, including, without limitation, court costs and attorneys' fees, royalties, or profits and punitive damages.

5. **Delivery/Risk of Loss.** All costs of shipping and delivery, including but not limited to freight, insurance, customs, duties, handling and other incidental transportation charges shall be the responsibility of Customer. Customer shall also be responsible for any export documentation. Risk of loss or damage to the Products shall pass from Tronair to Customer when the Products have been loaded at the origin of manufacturing for delivery to Customer.

6. **Termination.** Tronair reserves the right to terminate this order or any part hereof for its sole convenience. If this order is so terminated, Tronair shall not be liable for the expense arising therefrom or relating thereto other than return of advance payments. If terminated by Customer, Tronair reserves the right to apply a reasonable cancellation fee.

7. **Change Orders.** If Customer at any time makes changes to this order and Tronair agrees to accept any such changes and any such changes cause an increase or decrease in the cost or the time required for the performance of this order, an equitable adjustment shall be made and this agreement shall be modified in writing accordingly.

8. **Rights and Remedies.** The rights and remedies herein shall be cumulative and additional to any other or further rights and remedies available at law or in equity. A party's failure to insist on performance of any of the terms or conditions herein or to exercise any right or privilege shall not thereafter waive any other terms, conditions, or privileges.

9. **Force Majeure.** This order is subject to modification by Tronair in the event of fire, accidents, labor disputes, government acts, acts of God or any other conditions beyond Tronair's control.

10. **Limited Warranty.** Tronair products are warranted to be free of manufacturing or material defects for a period of one year after shipment to the original customer. This is solely limited to the repair or replacement of defective components. This warranty does not cover the following items:

- a) Parts required for normal maintenance
- b) Parts covered by a component manufacturers warranty
- c) Replacement parts have a 90-day warranty from date of shipment

If you have a problem that may require service, contact Tronair immediately. Do not attempt to repair or disassemble a product without first contacting Tronair, any action may affect warranty coverage. When you contact Tronair be prepared to provide the following information:

- a) Product Model Number
- b) Product Serial Number
- c) Description of the problem

If warranty coverage is approved, either replacement parts will be sent or the product will have to be returned to Tronair for repairs. If the product is to be returned, a Return Material Authorization (RMA) number will be issued for reference purposes on any shipping documents. Failure to obtain a RMA in advance of returning an item will result in a service fee. A decision on the extent of warranty coverage on returned products is reserved pending inspection at Tronair. Any shipments to Tronair must be shipped freight prepaid. Freight costs on shipments to customers will be paid by Tronair on any warranty claims only. Any unauthorized modification of the Tronair products or use of the Tronair products in violation of cautions and warnings in any manual (including updates) or safety bulletin published or delivered by Tronair will immediately void any warranty, express or implied.

THE OBLIGATIONS OF TRONAIR EXPRESSLY STATED HEREIN ARE IN LIEU OF ALL OTHER WARRANTIES OR CONDITIONS EXPRESSED OR IMPLIED. WITHOUT LIMITATION, TO THE FULLEST EXTENT ALLOWABLE BY LAW, THIS EXCLUSION OF ALL OTHER WARRANTIES AND CONDITIONS EXTENDS TO IMPLIED WARRANTIES OR CONDITIONS OF SATISFACTORY QUALITY, MERCHANTABILITY, AND FITNESS FOR A PARTICULAR PURPOSE, AND THOSE ARISING BY STATUTE OR OTHERWISE IN LAW, OR FROM A COURSE OF DEALING OR USAGE OF TRADE.

11. **Limitation of Liability.** Customer acknowledges that Tronair would not have entered into this order or agreed to the pricing structure of the same but for the following limitations on its liability.

OTHER THAN AS EXPRESSLY SET FORTH HEREIN, NEITHER PARTY SHALL BE LIABLE FOR ANY INDIRECT, SPECIAL, PUNITIVE, INCIDENTAL, OR CONSEQUENTIAL DAMAGES INCURRED BY THE OTHER PARTY, INCLUDING, BUT NOT LIMITED TO, LOST PROFITS, ANTICIPATED REVENUE, SAVINGS OR GOODWILL, OR BUSINESS OPERATION LOSS, EVEN IF ADVISED OF THE POSSIBILITY THEREOF IN ADVANCE, WHETHER ARISING IN OR CAUSED BY BREACH OF CONTRACT, NEGLIGENCE, OR OTHERWISE.

THE LIABILITY OF TRONAIR, UNDER ANY THEORY OF LAW OR EQUITY, INCLUDING WITHOUT LIMITATION, FOR BREACH OF CONTRACT, NEGLIGENCE, OR OTHERWISE, ARISING OUT OF OR IN ANY WAY RELATED TO THIS AGREEMENT/PURCHASE ORDER OR THE INTENDED FULFILLMENT OF ANY OF TRONAIR'S OBLIGATIONS UNDER THIS AGREEMENT/PURCHASE ORDER, IS LIMITED TO THE AMOUNT REQUIRED TO REIMBURSE CUSTOMER FOR DIRECT MONEY DAMAGES NOT TO EXCEED THE TOTAL PURCHASE PRICE PAID BY CUSTOMER FOR THE PRODUCTS.

12. **Proprietary Rights.** Other than as expressly provided in writing, nothing herein will give Customer and right, title, or interest in the intellectual property of Tronair. Customer shall not remove, alter, cover or obfuscate any proprietary rights notices placed or embedded by Tronair on or in any Products. Customer shall not, and shall not authorize any third party to, modify, alter, reverse engineer, disassemble, or decompile the Products.