



GENERAL TERMS AND CONDITIONS OF SALE

Environmental Air Products, LLC

1) Controlling Provisions

- a) These terms and conditions (these "Terms") shall control with respect to any purchase order, sale, quotation, shipment or other services between Environmental Air Products, LLC ("EAP") and the Purchaser of the EAP products relating thereto (the "Products"). "Products" as used herein refers to all goods, materials, and equipment purchased by Purchaser from EAP. No waiver, alteration, or modification of these Terms whether on Purchaser's purchase order or otherwise shall be valid unless such **waiver**, alteration or modification is specifically accepted in writing and signed by an authorized representative of EAP.

2) Offer and Acceptance

- a) Quotations made by EAP are without obligation and are not binding upon EAP. Any order by the Purchaser placed pursuant to a quotation is subject to official acceptance and acknowledgement by EAP in writing. If Purchaser accepts any portion of the Products ordered, it will have deemed to have assented to the Terms stated herein.
- b) EAP reserves the right to refuse or revoke acceptance of orders for any reason in its sole discretion including, without limitation, the credit rating or reputation of the Purchaser, errors in pricing, specification, payment terms, or inclusion of any condition not in accordance with EAP standard conditions of supply, without any liability to Purchaser.
- c) All orders submitted to EAP shall include Purchaser's resale permit number or a **tax-exempt** number and shall be accompanied by the appropriate quotation or pricing and selection printouts from EAP's selection and pricing software.
- d) Orders are not binding on EAP until officially acknowledged in writing by EAP.

3) Title and Ownership

- a) All shipments are F.O.B. EAP's facility. Therefore, the risk of loss shall pass to Purchaser upon shipment from EAP's facility and it is the responsibility of the Purchaser or other billed party to file any freight claims with the carrier should there be any damage. EAP will not be responsible for any losses that occur as a result of failure to do so. Damage to Products in transit is not just cause for delayed or partial payment of EAP invoices.

4) Delivery

- a) EAP will on occasion quote delivery dates to the Purchaser. Such dates shall be considered as estimates only and in no event shall such dates be construed as material to the purchase and the sale of the Products. In no event shall EAP be liable for delayed shipment of Products, loss, damage, detention or delay due to fire, flood, severe weather conditions, terrorist acts, strikes, or other labor difficulties, force majeure, or other causes beyond the reasonable control of EAP.

5) Pricing

- a) Unless otherwise specified in the quotation, all prices quoted by EAP are valid for thirty (30) days from quotation date provided that Product delivery occurs within ninety (90) days of quotation date. If Product delivery does not occur within ninety (90) days from submittal delivery of quotation date, then EAP reserves the right to adjust pricing. All pricing is F.O.B. EAP's facility and does not include any federal, state, local sales, or excise taxes or other surcharges unless specifically indicated.

6) Damages

- a) EAP's maximum liability for all damages in connection with or arising out of any purchase order, sale, quotation, shipment or other services or transaction between EAP and Purchaser, including any Products furnished to Purchaser, shall not exceed the actual amount paid to EAP by Purchaser in connection with such transaction. Purchaser shall not have the right to retain, back charge or set off against any amount which may be or become payable by it to EAP or otherwise, for amounts which EAP may allegedly or in fact owe Purchaser whether arising hereunder or otherwise.



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7) Payment

- a) Payment of EAP invoices are due to EAP within thirty (30) days of invoice date. Interest on overdue invoices shall accrue at the rate of 18% per annum. Any claims against an invoice number must be made within ten (10) days. The foregoing rights shall be in addition to and not in lieu of any other remedies EAP may have at law or in equity for such default and delinquency. Credit memos will expire one year after the date of issuance.

8) Changes and Cancellations

- a) Orders which have been acknowledged may not be cancelled in whole or in part, without the prior written consent of EAP. In the event that EAP consents to the cancellation of an order(s), in whole or in part, EAP's liability and obligations under or arising out of such order and this contract shall immediately cease except with respect to any goods shipped or services delivered prior to such cancellation.
Purchaser shall remain liable to accept and pay for goods and services so shipped and delivered and shall compensate EAP the following in connection with the cancelled order(s): labor expended, materials obtained or expended, reasonable overhead and profit.

9) Security Interest

- a) To the extent the Purchaser has any rights to the Products, EAP reserves and Purchaser grants a present and continuing first-priority purchase money security interest and lien on, in, to, and over all Products purchased by Purchaser from EAP until EAP has been paid in full. Purchaser acknowledges EAP's security interest regardless of mode of attachment of the Products to realty or other property. The Purchaser agrees and undertakes to perfect, complete, and consummate such security interests for the benefit of EAP in accordance with the relevant local laws. Purchaser irrevocably appoints and directs EAP as its true and lawful attorney-in-fact to execute, if necessary, and file any and all UCC financing statements, continuation statements and any other documentation required by law or deemed necessary and appropriate by EAP to effect, protect and continue EAP's security interest in the Products.

10) Ownership and Proprietary Rights

- a) All rights to technical data, patents, copyrights, and trade secrets associated with the Products sold by EAP shall remain vested in EAP, together with any improvements, modifications and derivative works of the Products. Ownership of all specifications, drawings, sketches, inventions, molds, tooling, models, samples, designs, technical information and data or other documentation (regardless of the medium) written, oral or otherwise furnished by or on behalf of EAP (the "Documentation") and all other associated intellectual or industrial property rights shall remain the property of EAP, whether paid for by Purchaser or not. Purchaser shall not and shall not cause others to attempt to disassemble, reverse engineer, or copy, sublicense, in whole or in part, any of the Products, including the Documentation.

11) Entire Agreement

- a) Except as otherwise expressly provided in written documents signed by both parties, this document constitutes the entire agreement between the parties and all prior and contemporaneous agreements and communications between the parties are hereby merged into these Terms. In case of any conflict or disagreement, these Terms shall replace and supersede any and all specifications or other terms and conditions previously supplied by Purchaser in connection with or upon a letter of authorization, purchase order or other agreement, or any custom, prior conduct or course of dealing.



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12) Choice of Law

- a) The validity, interpretation and performance of this Agreement shall be controlled and construed under the laws of the Ohio and the laws of the United States applicable therein.

13) Waiver of Breach

- a) No waiver by EAP or Purchaser of any breach of the terms and conditions contained herein shall be construed as a waiver of any succeeding breach of the same or of any other term or condition contained herein, and in no event shall this provision itself be waived.

14) Severability

- a) In case any terms or conditions contained herein should become invalid or unenforceable under applicable law, such terms or conditions shall be deemed to be severable from the remainder of the terms and conditions and shall not cause the invalidity or unenforceability of the remainder of the terms and conditions.