

# STANDARD TERMS AND CONDITIONS

*Applicable to all products manufactured and sold by AbsolutAire, Inc.*

**Purchase Order Acceptance:** All AbsolutAire, Inc. (AAI) proposals, customer purchase orders, and other documents relating to any and all sales by AAI are subject to these Standard Terms and Conditions, regardless of what provisions are stated or implied in other verbal agreements or written documents, unless these Standard Terms and Conditions are specifically addressed and any changes are agreed to in writing by an officer of AbsolutAire, Inc.

**Warranty:** Any Warranties other than the AbsolutAire Limited Warranty (Lim.War.wp) are Invalid and of no effect unless agreed to in writing by an officer of AbsolutAire, Inc.

**Terms of Payment:** All prices are FOB KALAMAZOO and payment terms are **NET 30 days after invoice date** unless stated otherwise on the AAI Acknowledgment form.

**Price Revisions:** The Company reserves the right to revise its prices upon thirty days written notice to the Purchaser. The Purchaser reserves the right to cancel any order that may be subject to price increases that had been previously received and accepted by AAI.

**Price Quotations:** All AAI price quotations are valid for thirty days.

**Governmental:** Any taxes, local, state or federal; and charges for code compliance, fees, assessments, permits, etc. are the responsibility of the Purchaser.

**Order Changes and/or Cancellations:** Cancellations or changes received thirty (30) days prior to Acknowledged shipping date may be entered at no charge to the Purchaser. Any other change or cancellation of an order will be subject to charges as determined by AAI at the time of notification.

**Engineering Design Changes:** AbsolutAire may make engineering design changes without notice as long as these changes do not affect the product performance as ordered by the Purchaser.

**Freight Claims, Shortages, Damage, etc.:** Each shipment should be examined by the Purchaser before acceptance from the freight carrier. Claims for shortages, damage, etc. should be noted on the carrier's Bill of Lading, a claim should immediately be filed by the Purchaser with the carrier, and AbsolutAire should be notified by the Purchaser so AAI can assist in corrective action.

**Acts of God:** AbsolutAire cannot be responsible for delays, damage or losses of any kind that are caused by fire, strike, lockout, union disputes, floods, transportation delays, war, embargo or anything else beyond AAI's reasonable control.

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