

## **ITW Air Management Terms & Conditions of Sale**

All of ITW Air Management' price lists, quotations, order confirmation & acknowledgements, sales and sales invoices relating to the sale of products, including but not limited to Paxton Products and Vortec products, by ITW Air Management or for the rendering of services by ITW Air Management to the buyer ("Customer") are subject to the following terms & conditions:

**Acceptance of Terms:** ITW Air Management' acceptance of any order is subject to customer's assent to all of the terms and conditions set forth in ITW Air Management Terms & Conditions of Sale, as here set forth. Customer's assent to these terms and conditions shall be conclusively presumed from customer's receipt of ITW Air Management Terms & Conditions of Sale or from customer's acceptance of all or any part of the goods or services ordered. No addition or modification of terms and conditions shall be binding upon ITW Air Management unless agreed to by ITW Air Management in writing. If a purchase order or other correspondence contains terms or conditions contrary to the terms and conditions contained in ITW Air Management Terms & Conditions of Sale, ITW Air Management' acceptance of any order shall not be construed as assent to any additional terms and conditions, nor will that constitute a waiver by ITW Air Management of any of the terms and conditions contained in ITW Air Management's Terms & Conditions of Sale. Conditions of purchase of Customer contained in Customer's purchase order or other document submitted to ITW Air Management at any time, whether before or after the purchase order, quotation, acknowledgement or sale, are hereby expressly rejected by ITW Air Management.

**Quotations:** Written quotations are valid for 90 days, unless otherwise stated in writing. Verbal quotations are non-binding.

**Orders:** All purchase orders shall be made out to ITW Air Management, 10125 Carver Road, Cincinnati, OH 45242. The minimum order is \$100. For custom or special orders, a 50% deposit is required before acceptance of order. The balance is due according to the terms below.

**Lead Times:** Normal lead times are 5 – 7 business days from acceptance of order. Custom or special orders require additional time for production & shipment. Any request for items scheduled to ship before the normal lead time will be subject to an expediting fee.

**Cancellations:** All orders for custom or special orders are non-cancelable. For standard equipment, the following cancellation fees will apply:

- Seven days or more prior to ship date: 15%
- Six days or less prior to ship date: 25%

**Payment Terms:** For Customers with established credit in the United States and Canada, terms are net thirty (30) days from date of shipment. . If credit is not established, payment must be included with the order; or purchase must be made using Visa, MasterCard or American Express. Cash or anticipation discounts are not accepted. ITW Air Management reserves the right to modify terms at its discretion. For all shipments outside the United States, terms are cash in advance. At ITW Air Management' option, export orders may be subject to special export payment terms and conditions. All prices quoted are and all payments must be in U.S. dollars. ITW Air Management shall have the right of set-off, offset and deduction for any sums owed. If Customer fails to make payment within thirty days after shipment, ITW Air Management may defer shipments until such payment is made, or may at its option cancel all or any part of unshipped order and/or other unshipped orders. ITW Air Management reserves the right to charge interest on any unpaid balances due. Credit cards can only be used at time or order.

**Sales Tax:** ITW Air Management is required to charge applicable sales and local taxes on every item for which sales tax exemption certification has not been provided. Customer must indicate clearly which items are tax exempt and provide its tax exempt number.

**Credit Balance:** Customer agrees that any credit balance issued will be applied to purchases from ITW Air Management within one (1) year of its issuance. If not applied within one (1) year, any balance remaining will be subject to cancellation and ITW Air Management shall have no further liability. No Cash Payments shall be made for unapplied credits. Customer must be notified of all open credits.

**Shipping Charges:** All products shall be shipped F.O.B. Cincinnati, OH, USA. Freight is prepaid and added to merchandise shipped, unless otherwise specified. Other terms apply to Alaska, Hawaii, Puerto Rico and all export orders. Customer must pay any extra charges incurred for additional services, such as customer's carrier or special handling. Title and risk of loss pass to Customer on delivery to the carrier. If product is damaged in transit, Customer must file a claim with the carrier directly.

**Returns:** All returns must be authorized by ITW Air Management in advance of shipment. A 25% restocking fee will be charged for all authorized returns. All authorized returns must be made within 45 days of purchase.

**Publicity:** Customer agrees that ITW Air Management may publicly identify Customer and Customer's application as a user of its products.

**Limited Warranty:** Unless otherwise stated, all products manufactured by ITW Air Management are warranted only to customers for resale or for use in business or original equipment manufacture, against defects in workmanship or materials under normal use. Products, components and services provided by ITW Air Management have different warranty specifications, including the period during which the product is warranted after date of purchase. Contact ITW Air Management for details on the specific warranty period and limitations for the item(s) purchased. Any Product that is returned to ITW Air Management, with prior written approval by ITW Air Management, and determined by ITW Air Management to not meet ITW Air Management' written product specifications, will be, as the exclusive remedy, repaired or replaced at ITW Air Management' option.

**Limitation of Liability:** Any liability for consequential, indirect, or incidental damages arising from breach of warranty or any other reason is expressly disclaimed. ITW Air Management' liability in all events is limited to, and shall not exceed, the purchase price received by ITW Air Management.

**Force Majeure:** ITW Air Management shall not be liable for any delay in or impairment of performance resulting in whole or in part from Acts of God, labor disputes, shortages, inability to produce product, supplies or raw materials, severe weather conditions, or any other circumstances or cause beyond the control of ITW Air Management in the conduct of its business.