EVAPCO SELECT TECH TERMS AND CONDITIONS

PAYMENT TERMS: Standard payment terms are (a) thirty percent (30%) of the total price due with issuance of the Purchase Order (no work will commence until initial deposit funds are received and delays in providing funds may delay production and shipment) and (b) seventy percent (70%) payable net thirty (30) days from shipment, subject to credit approval. Progress payments, as agreed to by both parties, may apply in lieu of the standard payment terms. In addition, startup services, if purchased, will be invoiced separately and payment is due net thirty (30) days from the completion of such services. If the Buyer shall fail to make any payments in accordance with the terms and conditions hereof, Evapco Select Tech, in addition to its other rights and remedies, but not in limitation thereof, may at its option defer shipments or deliveries hereunder, or under any other contract with the Buyer, except upon receipt of satisfactory security or of cash before shipment. Buyer shall have no right to any retention and shall not withhold payment as a set-off on Evapco Select Tech's invoice in any amount.

TAXES: Prices do not include any sales or use tax, either Federal, State, or Local, payable on the transaction under any applicable statute. All such taxes must be paid by the Buyer.

LIMITATION OF WARRANTIES: Any description of the goods contained herein is for the sole purpose of identifying them and does not constitute a warranty. In the interest of product improvement, the right is reserved to change specifications and/or design without incurring obligations. **OTHER THAN THE EXPRESS MANUFACTURER'S WARRANTY THAT APPLIES TO THE GOODS, THE GOODS ARE SOLD "AS IS" AND THERE ARE NO OTHER WARRANTIES. EVAPCO SELECT TECH HEREBY DISCLAIMS AND EXCLUDES ALL IMPLIED WARRANTIES OF ANY KIND WHATSOEVER, INCLUDING WITHOUT LIMITATION WARRANTIES OF MERCHANTABILITY, THAT THE GOODS ARE FIT FOR A PARTICULAR USE OR PURPOSE, THAT THE GOODS ARE FIT FOR A PARTICULAR APPLICATION OR ENVIRONMENT, AND ANY WARRANTIES THAT MIGHT OTHERWISE ARISE OUT OF A COURSE OF DEALING BETWEEN THE PARTIES OR USAGE OF TRADE.** In addition, Evapco Select Tech is not responsible for any warranties provided by any component manufacturers. Evapco Select Tech shall not be responsible for any repairs made outside the factory, nor for defects resulting from improper installation, improper maintenance, care or operation, nor for defects in goods not paid for. The Buyer assumes responsibility for compliance with any regulations, codes, standards or ordinances applicable to the installation, location, operation or maintenance of the products, including responsibility for compliance with any requirements pertaining to distances between evaporative cooling equipment and air conditioning system duct intakes. No person, agent, or dealer is authorized to enlarge upon the warranties set out herein or the obligations of Evapco Select Tech hereunder.

LIMITATION OF LIABILITY: THE SOLE REMEDY FOR BREACH OF THE APPLICABLE EXPRESS WARRANTY SHALL BE REPAIR OR REPLACEMENT OF THE EQUIPMENT BY EVAPCO SELECT TECH, OR REFUNDING THE PURCHASE PRICE SET FORTH ON THE FIRST PAGE OF THE AGREEMENT AND ORDER ACKNOWLEDGEMENT. IT SHALL BE IN EVAPCO SELECT TECH'S SOLE DISCRETION AS TO WHETHER REPAIR, REPLACEMENT OR REFUND IS THE APPROPRIATE REMEDY. IF EVAPCO SELECT TECH DECIDES TO MAKE REPAIRS, EVAPCO SELECT TECH HAS THE OPTION OF COMPLETING SUCH REPAIRS ITSELF, OR AUTHORIZING A THIRD PARTY TO PERFORM SUCH REPAIRS AT EVAPCO SELECT TECH'S EXPENSE. EVAPCO SELECT TECH IS NOT RESPONSIBLE FOR ANY REPAIR WORK PERFORMED BY A THIRD PARTY THAT EVAPCO SELECT TECH DID NOT APPROVE IN WRITING PRIOR TO THE COMMENCEMENT OF SUCH REPAIRS. EVAPCO SELECT TECH'S LIABILITY OF ANY KIND WHATSOEVER (WHETHER IN WARRANTY, TORT, CONTRACTUAL OR OTHERWISE) SHALL NOT EXCEED, IN THE AGGREGATE, THE BILLING PRICE SET FORTH ON THE FIRST PAGE OF THE AGREEMENT AND ORDER ACKNOWLEDGEMENT. UNDER NO CIRCUMSTANCES SHALL EVAPCO SELECT TECH BE LIABLE FOR LOST PROFITS, LOST SAVINGS, PERSONAL INJURIES, INCIDENTAL DAMAGES, ECONOMIC LOSS, PROPERTY DAMAGE, OR ANY OTHER CONSEQUENTIAL, INDIRECT, INCIDENTAL, OR PUNITIVE DAMAGES (INCLUDING LOST PRODUCT AND LOST PRODUCTION CAPABILITY), EVEN IF EVAPCO SELECT TECH HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

SHIPPING DATES: Shipping dates are estimates only. No contract will be made to deliver in a specified time unless in writing by an officer of Evapco Select Tech. Evapco Select Tech shall under no circumstances be responsible for failure to fill any order or orders when due to: fires, floods, war, riots, strikes, pandemics, freight embargoes or transportation delays, shortage of labor, inability to secure fuel, material, supplies or power at current prices, 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 of any State Government including specifically, but not exclusively, any orders, rules or regulations issued by any official or agency of any such government affecting the conduct of Evapco Select Tech's business with which Evapco Select Tech in its judgement and discretion deems it advisable to comply as a legal or patriotic duty, or to any case beyond Evapco Select Tech's reasonable control.

ALLOCATION OF RISK: The responsibility of Evapco Select Tech ceases upon delivery of goods in good order to the carrier. The Buyer assumes all risk of loss, damage or shortage in transit, and any claims based thereon must be filed by the Buyer with the transportation company. Buyer also assumes risk of loss or damage caused by improper storage, handling or layup of equipment prior to startup of the goods.

RETURNS: Goods may not be returned except by permission of authorized factory officials of Evapco Select Tech and when so returned will be subject to handling charges and transportation costs.

AGREEMENT OF SALE: Any of the terms and provisions of Buyer's order which are additional to or inconsistent with the terms and provisions hereto shall not be binding on Evapco Select Tech unless Evapco Select Tech consents in writing and shall not be considered part of the Parties' agreement as expressed herein. Notwithstanding any express or implied requirement to the contrary, the entry into this transaction shall not cause Evapco Select Tech or any of its affiliates to be subject to Executive Order 14042, dated September 9, 2021, or any modification thereof. Waiver by either party of any default by the other hereunder shall not be deemed a waiver by such party of any default by the other which may hereafter occur. Orders accepted by Evapco Select Tech can be cancelled only upon written consent of Evapco Select Tech and after payment by Buyer of reasonable costs and expenses for the effort expended thereon.