

Adaptable Air Products, LLC

Terms and Conditions

This agreement contains the terms and conditions that apply to your purchase from Adaptable Air Products, LLC ("AAP") to you ("Customer") on orders for all products. By accepting delivery of the products described on the invoice, Customer agrees to be bound by and accepts these terms and conditions. These terms and conditions are subject to change without prior written notice at any time in AAP's sole discretion.

Pricing

AAP designs and manufactures custom air handling products, many of which are specified in our catalog. AAP will provide a current price quote for any fabricated product. All published prices and specifications are subject to change.

Shipping

All shipments are Free On board (F.O.B.) our facility unless other arrangements have been made. We will ship to the customer specified destination freight collect or prepaid and bill as required by the order.

Damaged Goods

If there is damage to an AAP shipment and the customer has accepted delivery without documenting the damage with the transportation company, then it is the customer's responsibility to file a damage claim with the carrier. If an AAP shipment is received damaged and such damage is properly documented with the transportation company, then AAP will file the freight claim with the carrier.

Cancellations and Returns

All of AAP's products are custom built. Once production has commenced, there can be no cancellation or returns.

Applicable Taxes

Prices do not include applicable US federal or state sales or use taxes, export or import charges, transportation or insurance charges, custom and duty fees, personal property or similar taxes, if any. The Customer shall pay all such taxes. Customer shall pay any tax AAP may be required to collect or pay upon the sale or delivery of the products to AAP unless Customer provides direct payment authority or an exemption certificate valid in the state to which the products will be shipped.

Payment Terms

All invoices are due and payable within thirty (30) days from date of invoice. No discounts are authorized. A finance charge of 1.5% per month of the outstanding balance will be added to all accounts delinquent after the 30 days. AAP may, in its sole discretion, suspend credit and/or refuse shipment at any time Customer has a delinquent balance outstanding or whenever AAP believes Customer's credit is unsatisfactory.

Attorney's Fees

If AAP, in its sole discretion, shall deem it necessary to employ an attorney to collect any delinquent balance due from Customer, AAP shall be entitled to recover its costs and expenses of collection, including, but not limited to, the reasonable costs and charges of such attorney and any court costs.

Warranty

AAP guarantees repair, replacement, or a full refund of the purchase price at AAP's option, all products found to be defective in material or workmanship within (12) twelve months of shipment. In no event shall AAP's total liability to Customer (in connection with this transaction) for all damages exceed the amount (if any) actually paid by Customer hereunder. In no event shall AAP be liable for costs of procurement of substitute goods by Customer, cost of removal and replacement, any lost profits, loss of use, incidental, consequential or special damages or any other damages, even if AAP has been informed of such loss or damage.

THE EXPRESSED WARRANTIES SET FORTH HEREIN ARE IN LIEU OF ALL OTHER WARRANTIES, EXPRESSED OR IMPLIED, INCLUDING WITHOUT LIMITATION, ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, AND ALL SUCH OTHER WARRANTIES ARE HEREBY DISCLAIMED AND EXCLUDED BY AAP. THE STATED EXPRESS WARRANTIES ABOVE ARE IN LIEU OF ALL OBLIGATIONS AND LIABILITIES ON THE PART OF AAP FOR DAMAGES, INCLUDING BUT NOT LIMITED TO SPECIAL, INDIRECT, OR CONSEQUENTIAL DAMAGES ARISING OUT OF OR IN CONNECTION WITH THE USE OR PERFORMANCE OF THE PRODUCTS.

SEVERABILITY

If any provision of this Agreement shall be held illegal, unenforceable, or in conflict with any law having jurisdiction over this Agreement, the validity of the remaining portions or provisions hereof shall not be affected thereby.

GOVERNING LAW

This Agreement shall be governed by and construed in accordance with the laws of the State of Tennessee, except for that body of law dealing with conflicts of law.

FORCE MAJEURE

AAP shall not be liable for delays or defaults in delivery caused by floods, fires, storms or other acts of God, by war or act of public enemy (or civil disturbance), strikes lockouts, shortages of labor or raw materials and suppliers (including fuel) or production facilities, transportation service or equipment shortages or failures, action of any government authority, or other conditions beyond AAP's reasonable control.

ENTIRE AGREEMENT

This Agreement constitutes and contains the complete agreement and understanding of the parties with respect to the subject matter hereof unless superseded by an agreement, statements between the parties relating to the subject matter hereof.