

EIC Solutions, Inc. Terms and Conditions

1. All prices are in US dollars and do not include any sales, excise or use tax. Buyer assumes responsibility for payment of all applicable taxes, duties, and fees (if any).
2. Quoted lead times are based on production schedules at the time of the quote. Lead times are subject to change based on production schedules at the time of order.
3. All items shipping within the US or to Canada are FOB Warminster, PA USA. Items to be delivered in US or Canada are shipped via Ground UPS or UPS Freight, depending on goods ordered. Unless otherwise specified, freight charges are prepaid and added to invoice. Collect shipments using the customer's carrier and account can also be arranged. Items shipping outside of the US or Canada are Ex Works. For items shipped outside of the US and Canada, air shipments will be via UPS, DHL, FedEx or other and sent "freight collect". Transportation details can also be handled via a freight forwarder of customer's choice. All freight forwarder costs, as well as costs of shipping, insurance, local pick-up, local delivery, customs duties, taxes, etc. are the customer's responsibility.
4. Pricing includes standard packaging which is as follows: for air conditioners, goods are packaged in heavy duty corrugated cartons; for enclosures and transit cases, goods are packaged appropriately for the size, weight, and destination. If crating is required there may be an additional charge. All shipments that require skid/crate material to be stamped with an IPPC rating are subject to additional charges.
5. Payment terms for orders shipping within the US and Canada: All payments are to be made in US dollars. Payment terms for standard items are net 30 days, subject to credit approval. For custom or modified items, a deposit may be required at the time of order placement, with the balance due Net 30 days, subject to credit approval. Credit cards, check in advance or wire transfer are also acceptable means of payment. Past Due invoices may be subject to collection fees and/or interest charges.
6. Payment terms for orders shipping outside of the US and Canada: All payments are to be made in US dollars. For standard orders, payment in full is required prior to shipment. For orders greater than \$10,000 and for all custom or modified orders, a 25% deposit may be required at the time of order placement and

the balance is due in full prior to shipment. All payments must be via wire transfer or credit card. Past Due invoices may be subject to collection fees and/or interest charges.

7. Quote pricing and terms are valid for 30 days from date of quote. All quotes are subject to EIC's standard terms and conditions as detailed on the date of that particular quote Terms & Conditions are subject to change without notice and at EIC's discretion.

8. CLAIMS: In the event of shortage or damage, please immediately notify the carrier as well as EIC Solutions. EIC is not responsible for damage occurring in transit. We will render assistance when necessary to pursue your claim with the transportation company. Claims for concealed damage or merchandise shortages must be made within one (1) week of receipt.

9. ORDER ACCEPTANCE: All orders will receive an order acknowledgement from EIC Solutions via e-mail or fax. Orders are accepted under EIC's Std. Terms and Conditions, unless otherwise specifically agreed to, in writing, by EIC Solutions.

Orders that meet any of the following criteria require the customer to return a signed EIC Order Confirmation form:

- Customer is an overseas company
- Order total is over \$10,000.
- Order includes a transit case, enclosure, or customized air conditioner
- Order is a blanket order subject to section 10 of EIC's terms and conditions.

10: BLANKET ORDERS: A blanket order may be placed for multiple items with releases spread out over a period of time not to exceed 12 months from the order date. Release dates will be determined at the time of order and will be subject to EIC's production schedule and associated lead times. Items on the blanket order will be discounted based on the total number of units ordered. At the end of the blanket period, all unreleased items will be shipped to the customer at the customer's expense. In the event that a blanket order is cancelled it will be subject to EIC's order cancellation terms and conditions (section 14). In the event of a cancellation, the customer will pay no less than the difference in discounting between the number of units released and the number of units ordered with restocking and/or cancellation charges being applied at EIC's discretion.

11. LIMITED WARRANTY: EIC warrants all products for a period of one (1) year from date of invoice. Extended warranties are available for purchase on most items. Please contact factory for complete warranty details.

12. RETURNED GOODS: Returns and exchanges are not accepted for any custom or modified goods. Returns or exchanges may be accepted for standard, non-modified items. No goods are to be returned to EIC without EIC's prior approval and without first receiving an RMA number which is to be written on the outside of all returned packages. No refunds will be given for shipping costs. All returned merchandise is to be securely packaged and shipped "freight prepaid" to EIC Solutions, Inc., Attn. Operations Mgr., 700 Veterans Way, Suite 200, Warminster, PA 18974.

13. RESTOCKING CHARGE: Standard goods (non-modified) in new and unused condition, including all original packaging materials and accessories, may be accepted for return by EIC Solutions, subject to prior approval by EIC and within 30 days of original invoice date. A restocking charge of up to 25% of invoice will apply.

14. ORDER CANCELLATION: Confirmed purchase orders for modified and/or custom equipment are non-cancelable and non-returnable. Confirmed purchase orders for standard goods may be cancelled (at EIC's option), with a possible cancellation charge applicable depending on circumstances and timing.

15. LIMITATION OF LIABILITY: The total liability of EIC Solutions, Inc. on any claim whether in contract, tort or otherwise arising out of, connected with, or resulting from the manufacture, sale, delivery, resale, repair, replacement, or use, as applicable, of any products or services shall not exceed the price allocable to the products or services or part thereof which gives rise to the claim. In no event, whether as a result of breach of contract, warranty, tort, or otherwise, shall EIC, its affiliates, subcontractors or suppliers be liable for any loss of profit or revenues, loss of use of the products or services or any associated equipment, cost of capital, cost of substitute goods, facilities, services or replacement power, downtime costs or claims of Buyer's customers for damages or for any special proximate, consequential, incidental, indirect, or exemplary damages.

16. PROPRIETARY INFORMATION: Proprietary information, including drawings, documents, technical data, reports, software, designs, inventions, and other technical information supplied by EIC Solutions,

Inc. in connection herewith, shall remain EIC's sole property and shall be held in confidence by Buyer. Such information shall not be reproduced, used, or disclosed to others by Buyer without Seller's prior written consent.

17. CONTINGENCIES: All orders received and shipments promised are contingent upon accidents, strikes, inclement weather and other causes beyond our control.