

## Terms and Conditions of Sale – York & Goshen

1. The terms and conditions of sales are as set forth herein. Terms and conditions proposed by the Buyer are not applicable unless accepted by Seller in writing. Seller shall not be bound until Buyer's order has been accepted in writing by an authorized officer of Seller.
2. Unless stated otherwise, prices are stated in U.S. Dollars, are subject to change without notice, and do not include taxes or duties of any kind. These are the obligations of Buyer, and imposition of such upon Seller shall entitle Seller to reimbursement from Buyer. Subject to Credit approval, payment shall be made net 30 days from date of invoice unless otherwise agreed in writing. If payment is not timely made, Seller shall have the right to charge interest on the unpaid balance, which shall accrue from the date at a rate which is the lesser of 2% per month or the maximum legal rate. Buyer shall indemnify Seller against any and all expenses of collection arising from Buyer's default.
3. Unless designated otherwise, goods are sold F.O.B. Seller's factory. Buyer shall bear the risk of loss, damage, or destruction from the shipping point.
4. Mobile Climate Control warrants the goods which are of Seller's manufacture in accordance with its applicable Manufacturer's Warranty Policy and Limitation of Liability. For any other goods sold hereunder, Seller shall furnish and assign to Buyer only such warranties as Seller Receives.
5. Seller's maximum liability for any reason (except for personal injury) under this contract shall consist of the refunding of all moneys paid subject to the right of removal and return of equipment to Seller. IN NO EVENT SHALL SELLER HAVE ANY LIABILITY FOR INDIRECT, INCIDENTAL, OR CONSEQUENTIAL DAMAGES. Unless specifically agreed in writing, seller shall not be liable for corrosion, or the physical or chemical effects of liquids, gases, or other materials used with the goods. Any claim for breach of contract or obligation must be brought within one year after the breach occurs.
6. Work and materials in addition to, or different from, that stated herein, and changes in drawings or specifications, shall be subject to Seller's approval, and shall entitle Seller to an adjustment in the contract price and schedule. Cancellation shall be subject to Seller's approval, and shall entitle Seller to all damages or losses, including loss of reasonable profits, and for cost and expenses incurred.
7. Unless specifically agreed in writing, shipment dates quoted are estimates, and Seller does not guarantee a particular date for shipment or delivery of goods. Seller shall not be liable for any losses, damages, or penalties occasioned by late performance, nor any deviation in performance due to fires, strikes, labor disputes, supplier delays governmental actions, acts of nature, or any other condition beyond Seller's control. Partial shipments are authorized. Quotations are valid for 90 days except as otherwise stated.
8. Seller shall have no liability whatsoever for equipment or component failures or other damages or losses which arise as a result of improper installation or incorrect application of the goods.
9. Any agreement arising hereunder shall be governed by, and construed in accordance with, the laws of the State of Indiana (excluding its choice of law provisions). The provisions of the U.N. Convention on Contracts for the International Sales of Goods shall not be applicable. A determination that any provision of a resulting agreement is ineffective or unenforceable shall not impair the enforceability of other provisions contained herein.
10. Mobile Climate Control may accept return goods; if buyer first obtains RGA (need to define) number and goods are returned in original packaging and in new condition. A minimum 25% restocking fee will be charged for all returned materials.

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## Terms and Conditions of Sale - Toronto

11. The terms and conditions of sales are as set forth herein. Terms and conditions proposed by the Buyer are not applicable unless accepted by Seller in writing. Seller shall not be bound until Buyer's order has been accepted in writing by an authorized officer of Seller.

12. Unless stated otherwise, prices are stated in U.S. Dollars, are subject to change without notice, and do not include taxes or duties of any kind. These are the obligations of Buyer, and imposition of such upon Seller shall entitle Seller to reimbursement from Buyer. Subject to Credit approval, payment shall be made net 30 days from date of invoice unless otherwise agreed in writing. If payment is not timely made, Seller shall have the right to charge interest on the unpaid balance, which shall accrue from the date at a rate which is the lesser of 2% per month or the maximum legal rate. Buyer shall indemnify Seller against any and all expenses of collection arising from Buyer's default.

13. Unless designated otherwise, goods are sold F.O.B. Seller's factory. Buyer shall bear the risk of loss, damage, or destruction from the shipping point.

14. Mobile Climate Control warrants the goods which are of Seller's manufacture in accordance with its applicable Manufacturer's Warranty Policy and Limitation of Liability. For any other goods sold hereunder, Seller shall furnish and assign to Buyer only such warranties as Seller Receives.

15. Seller's maximum liability for any reason (except for personal injury) under this contract shall consist of the refunding of all moneys paid subject to the right of removal and return of equipment to Seller. IN NO EVENT SHALL SELLER HAVE ANY LIABILITY FOR INDIRECT, INCIDENTAL, OR CONSEQUENTIAL DAMAGES. Unless specifically agreed in writing, seller shall not be liable for corrosion, or the physical or chemical effects of liquids, gases, or other materials used with the goods. Any claim for breach of contract or obligation must be brought within one year after the breach occurs.

16. Work and materials in addition to, or different from, that stated herein, and changes in drawings or specifications, shall be subject to Seller's approval, and shall entitle Seller to an adjustment in the contract price and schedule. Cancellation shall be subject to Seller's approval, and shall entitle Seller to all damages or losses, including loss of reasonable profits, and for cost and expenses incurred.

17. Unless specifically agreed in writing, shipment dates quoted are estimates, and Seller does not guarantee a particular date for shipment or delivery of goods. Seller shall not be liable for any losses, damages, or penalties occasioned by late performance, nor any deviation in performance due to fires, strikes, labor disputes, supplier delays governmental actions, acts of nature, or any other condition beyond Seller's control. Partial shipments are authorized. Quotations are valid for 90 days except as otherwise stated.

18. Seller shall have no liability whatsoever for equipment or component failures or other damages or losses which arise as a result of improper installation or incorrect application of the goods.

19. Any agreement arising hereunder shall be governed by, and construed in accordance with, the laws of the Province of Ontario, Canada (excluding its choice of law provisions). The provisions of the U.N. Convention on Contracts for the International Sales of Goods shall not be applicable. A determination that any provision of a resulting agreement is ineffective or unenforceable shall not impair the enforceability of other provisions contained herein.

20. Mobile Climate Control may accept return goods; if buyer first obtains RGA (need to define) number and goods are returned in original packaging and in new condition. A minimum 25% restocking fee will be charged for all returned materials.