

REVCOR, INC.

SALES TERMS AND CONDITIONS

1. **Incorporation and Applicability.** These terms and conditions are incorporated into and made a part of each and every quotation (collectively, "Terms") supplied by Revcor, Inc. ("Revcor") and every purchase order provided by a customer ("Purchaser") to Revcor. Purchaser agrees to the Terms and Revcor's shipment of goods by Revcor is expressly subject to these Terms. No additional or different terms and conditions will be binding on Revcor unless expressly assented to in writing by Revcor. Failure by Revcor to object to provisions contained in any purchase order or other communication from Purchaser shall not be construed as a waiver of these Terms or an acceptance of any such provisions. These Terms and Conditions along with Revcor's quotation shall constitute the entire agreement between Revcor and Purchaser. No order may be cancelled or altered by Purchaser except upon terms and conditions acceptable to Revcor as evidenced by Revcor's written consent. No modification of the Terms shall be made without Revcor's specific written consent. Revcor hereby gives notice of its objection to any different or additional terms contained in any writing or document of Purchaser, unless specifically initiated by Revcor.
2. **Delivery Schedule.** Revcor's delivery schedule will be confirmed in the order acknowledgement at the time of order. Revcor may make material commitments or production arrangements in excess of the amount or in advance of the time necessary to meet Purchaser's delivery schedule. Purchaser shall accept any goods shipped to Purchaser in advance of schedule. Expedited delivery inside of the acknowledged delivery date will be subject to a 10% per week expedite fee. All orders are to be removed from Revcor's shipping dock within two (2) working days after shipment notification request unless arrangements have been made prior to shipment. Any orders not removed are subject to charges for the full value of the shipment and associated storage fees. All products will be provided FOB Revcor's dock unless otherwise stated on Revcor quotation.
3. **Limited Warranty.** Revcor warrants to Purchaser that the products ordered by Purchaser shall be manufactured in accordance with any specifications provided by Purchaser in writing and shall be free from defects in workmanship and materials for twelve (12) months from the date of delivery in accordance with shipping terms in the order acknowledgment. This warranty does not cover normal maintenance or adjustments, nor damage or malfunction caused by improper handling, maintenance, installation, abuse, accident, incorrect power source, negligence, carelessness of operation, misapplication, or alteration or repair of the product in any manner outside the factory without the prior written consent of Revcor. REVCOR CANNOT AND DOES NOT WARRANT OR MAKE ANY REPRESENTATION OF FITNESS OR PERFORMANCE AS TO PURCHASER'S ACTUAL APPLICATION RESULTS OR INTENDED USE. THE LIMITED WARRANTY PROVIDED BY REVCOR IS EXCLUSIVE OF AND IN LIEU OF ANY AND ALL OTHER WARRANTIES, EXPRESS OR IMPLIED. ANY WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR ANY OTHER IMPLIED WARRANTY IS EXPRESSLY DISCLAIMED. NOTWITHSTANDING ANYTHING TO THE CONTRARY HEREIN, LIABILITY FOR ANY BREACH OF THE MATERIALS OR WORKMANSHIP WARRANTIES SET FORTH IN THIS SECTION 3 IS LIMITED TO THE REPAIR OR REPLACEMENT OF THE PRODUCT OR REFUND OF THE PURCHASE PRICE FOR THE PRODUCT. IN NO EVENT WILL REVCOR BE LIABLE FOR ADDITIONAL DAMAGES, CONSEQUENTIAL, PUNITIVE OR OTHERWISE, AS A RESULT OF SUCH A BREACH.

Air impellers manufactured by REVCOR, Inc. are rated for air performance based on test conditions of applicable published test codes. In the usual air impeller application, the impeller is operated within housings or orifices. Deviations from the dimensions of these enclosures from those used in rating Revcor impellers can substantially affect the air performance. Consequently, the final qualification of the air performance of the impeller in the unit is the responsibility of the user.

Maximum operating speeds, where recommended in the catalog, have been based on experience in relating laboratory over-speed endurance tests with field experience, and should assure satisfactory operation in most applications. However, since the air impeller is but part of a system, the performance should be thoroughly evaluated on a prototype unit as to air performance, motor loading, noise and vibration characteristics, with particular emphasis on critical vibration characteristics of the structure with respect to normal exciting frequencies.

4. **Limitation on Liability.** NOTWITHSTANDING ANYTHING IN THESE TERMS OR ANY PURCHASE ORDER TO THE CONTRARY, UNDER NO CIRCUMSTANCES SHALL REVCOR BE RESPONSIBLE TO PURCHASER OR ANY THIRD PARTY FOR SPECIAL, INDIRECT OR CONSEQUENTIAL DAMAGE, INCLUDING WITHOUT LIMITATION LOST PROFITS, EVEN IF REVCOR HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.
5. **Pricing and Taxes.** The prices for the goods ordered by a Purchaser shall be set forth in Revcor's quotation.

To manage fluctuating material costs, Revcor reserves the right to utilize a material price baseline to adjust quoted pricing either by direct price adjustment, or by separate monthly surcharge billing, on goods ordered more than 30 days following a customer quotation. Such adjustments shall be calculated by multiplying the average price of an industry accepted material index multiplied by the unit of measure of the materials contained in the goods. Material Price will be reviewed monthly. If the price of the materials, as determined by the selected Index, has varied such that the average price of material has increased or decreased when compared with the current baseline material price of the prior month, material price may be adjusted for the subsequent monthly period in Revcor's sole discretion. Purchaser will be notified in writing of all such material pricing adjustments for the adjusted time period and accepts such adjusted pricing terms.

For all sales, payment is due 30 days from the date of delivery to Purchaser. Delivery of products to a carrier at Revcor's facility or other loading point shall constitute delivery to Purchaser and regardless of shipping terms or freight payment; all risk of loss in transit or damage shall be borne by Purchaser. Revcor reserves the right to make delivery in installments, unless otherwise expressly stipulated herein; all such installments to be separately invoiced and paid for when due, without regard to subsequent deliveries. Delay in delivery of any installment shall not relieve Purchaser of its obligations to accept remaining deliveries. At any time, Revcor may separately invoice Purchaser in lieu of a freight bill. All payment due Revcor must be paid within thirty (30) days from date of delivery of goods or completion of any required services unless otherwise agreed to in writing in accordance with shipping terms in the order acknowledgment. If such payment is not received within thirty (30) days, then at Revcor's option, it may charge Purchaser a late charge of the lesser of (i) 1-1/2% per month or (ii) the highest rate allowable by law, in each case compounded monthly to the extent allowable by law. Any acceptance by Revcor of a partial payment shall not constitute a waiver of any rights of Revcor to payment in full of all outstanding amounts due under any invoice. Purchaser will be responsible for any and all attorney's fees and costs incurred by Revcor for enforcing any of the Terms, including without limitation payment by Purchaser.

Any manufacturer's tax, occupation tax, use tax, sales tax, excise tax, duty, custom, inspection or testing fee, or any other tax, fee or charge of any nature whatsoever imposed by any governmental authority on or measured by the transaction between Revcor and Purchaser shall be paid by the Purchaser in addition to the prices quoted on the quotation. In the event that Revcor is required to pay any such tax, fee, or charge, the Purchaser shall reimburse Revcor.

6. **Compliance with Laws.** Revcor and Purchaser shall comply with all applicable State, Federal, and Local laws, rules and regulations which may govern the manufacture, sale, delivery, acceptance or export of items covered by any purchase order.
7. **Modification.** No prior dealings of the parties or trade customs not embodied herein shall alter the interpretation or enforcement of these Terms.
8. **Force Majeure.** If Revcor's performance of a Purchaser's order or any of its obligations hereunder is prevented, delayed, restricted, intervened or interfered with by reason of a Force Majeure (as defined below), then Revcor will be excused from performance to the extent caused by thereby. For purposes hereof, "Force Majeure" means the inability of Revcor to perform its obligations by reason of any act or occurrence beyond Revcor's reasonable control, including, without limitation, any act of God, fire, earthquake, strike, civil commotion, war (whether declared or not), terrorism, accident, absence of power or other essential services failure of technical facilities, failure or delay of transportation, act of government, any order, regulation, ruling or action of any labor union or guild, illness, injury or death.