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<b>TERMS OF SALE, FREIGHT, FOB, AGREEMENT:</b>	<p>Open account status subject to credit approval. On open accounts, payment required net 30 days from invoice date. Shipments are F.C.A. Greenwood, Indiana, freight collect. Note: Products or components not manufactured by Advantage may ship directly from the manufacturer's factory (F.C.A. Point of manufacture, freight collect). This includes, but not limited to filters, heat exchangers, outdoor remote condensers, etc. Payments are to be made in U.S. funds. Down payment and cash discount policies may apply. In the event that buyer does not pay in full within thirty (30) days from invoice date, the Company may institute collection proceedings in which event buyer agrees to pay the Company all collection costs incurred by the Company including, without implied limitation, attorneys' fees.</p> <p>This form is a part of all product quotations, order acknowledgments, and invoices, and which constitutes the total agreement between Company and buyer, unless amendments are made in writing and signed by an authorized representative of Company. In instances where open account status cannot be approved, full payment with order, or at a scheduled time <u>before</u> shipment will be necessary. In all cases where the product is to be shipped to a destination outside the United States, full payment before shipment is required.</p> <p>Any sale by the Company is expressly made conditional on assent to the terms of sale contained in this document and the <u>Company's Limited Warranty discussed on Form# W-700</u> which contains a disclaimer of certain warranties and limitations on liability and remedies, and no other terms or conditions. No additions or modification to these terms and limitations will be binding upon the Company.</p>
<b>PRICES AND QUOTATIONS:</b>	<p>Written quotations are firm for 30 days. Acknowledged orders for requested shipment beyond 120 days from order date are subject to price review 30 days before shipment. Quotations containing accidental clerical errors (ie: omissions, incorrect pricing, inaccurate specifications) are subject to correction and create no liability from <u>on the part of the Company</u>. Quotations of Company products by third parties are subject to approval by the Company.</p>
<b>SPECIFICATIONS:</b>	<p>Specifications are subject to change without notice or liability to <u>Company</u>. Such changes shall not cause deviation from quoted performance characteristics or customer specified requirements.</p>
<b>TAXES:</b>	<p>Quotations and price lists do not include provision for taxes, duties, tariffs, brokerage, or items of a similar nature of any kind. Where applicable, these items will be added to the transaction invoice.</p>
<b>WRITTEN CONFIRMING PURCHASE ORDER:</b>	<p>Orders will be accepted and acknowledged by the Company, however, a buyer supplied written purchase order must be received by the Company according to:</p> <ol style="list-style-type: none"><li>Standard unit products with no options or features - before shipment.</li><li>All special or optional feature products and all systems, before any engineering, material or production scheduling or shipment activity will be made. The Company's predicted delivery schedule will commence upon receipt of the written confirming purchase order.</li></ol>
<b>PRODUCT TRIALS, CONSIGNMENTS:</b>	<p>The Company will make available at its option product trial periods, consignments, and special purchase terms. Shipment of goods is made only after acceptable credit arrangements are made, trial agreements signed, and a written confirming purchase order is received by the Company.</p>
<b>CHANGE ORDERS:</b>	<p>Acknowledged purchase orders which are subsequently changed (specifications, features, terms, etc.) by buyer will be amended to reflect the list price of the modifications, including engineering and related overhead components. Production lead times may or may not change resulting from such modifications.</p>
<b>CANCELLATION CHARGES:</b>	<p>All cancellations (partial or total) must be made in writing. No verbal cancellation instructions can be accepted. After order placement and acknowledgment, if the order is canceled (partial or total) by the buyer, for whatever reason, cancellation charges will become payable according to:</p> <ol style="list-style-type: none"><li>Standard unit products with no options or special feature: 10% of selling price, net 10 days.</li><li>Standard system products with no options or special features: 15% of selling price plus standard installation drawings fee, net 10 days.</li><li>Special unit or systems: 25% of selling price plus standard installation drawings fee, net 10 days.</li></ol>
<b>RESTOCKING CHARGES:</b>	<p>From date of shipment, unless waived in writing by the Company, charges will be made for the return of product as scheduled:</p> <ol style="list-style-type: none"><li>0 - 60 days: 20%</li><li>61 - 90 days: 30%</li><li>Beyond 91 days: no return accepted</li></ol> <p>No returns of any kind shall be accepted without prior written approval by the Company.</p>
<b>LIMITED WARRANTY:</b>	<p>Refer to Form# W-700 which describes the Company's limited warranty policy. The warranty varies by product group and generally covers parts and labor to correct defects that might exist during the first 12-24 months of ownership by buyer.</p>
<b>NON-LIABILITY:</b>	<p>The Company shall not be liable for failure to perform any obligation with respect to buyer resulting directly or indirectly from or contributed to by acts of God; acts of buyer; civil or military authority; fires; strikes or other labor disputes; accidents; floods; epidemics; war; riots; delays in transportation; inability to obtain raw materials, components, labor, fuel, or supplies; or any other circumstances beyond Company's reasonable control whether similar or dissimilar to the foregoing.</p>
<b>OSHA, LOCAL, &amp; OTHER CODES:</b>	<p>The Company believes its products can be used in most cases in compliance with all applicable regulations, but no specific warranty is made in this respect. The Company will provide specific quotations for features and specifications the buyer believes are required for compliance to any such codes.</p>
<b>FAIR LABOR PRACTICES:</b>	<p>We hereby certify that these goods and/or services were produced in compliance with all applicable requirements of Section 6, 7 and 12 of the Fair Labor Standards Act, as amended, and of regulations and orders of the U.S. Department of Labor issued under Section 14 thereof.</p>

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