



37900 Mound Road Sterling Heights, Michigan 48310 586.698.1800 586.698.1801 : fax

## Terms and Conditions

Thank you for your purchase – we appreciate your business! These terms and conditions (“Terms”) and each customer proposal attached to or that links to these Terms (each a “Proposal”) (collectively, this “Agreement”) constitute the sole and entire agreement between the customer listed on the applicable Proposal (“Customer,” “you,” “your”) and Robovent Solutions Group Inc. (d/b/a VentBoss) and Robovent Products Group, Inc. (collectively, “VentBoss”, “we”, “our”) for the purchase and provision of products, equipment, and related services listed on the attached Proposal (collectively, the “Products”) by you. In consideration of the agreements contained herein, by any manifestation of your assent to the terms of this Agreement, including without limitation by your payment in whole or in part for the applicable Product, you hereby accept the terms and conditions of the Agreement intending to be legally bound hereby. The Agreement is effective as of the date of the applicable Proposal.

**Ethical Code of Conduct and Procurement Philosophy.** It is the understanding of VentBoss that procurement will be made to the best advantage in the open market without favoritism. Best advantage shall be defined as the most favorable offer available in the competitive market considering process, quality, performance and payment terms. All employees of VentBoss involved in the project are obliged under its “Code of Conduct” to perform business in the ethical manner, thus prohibiting them to accept any privileges, in fact or appearance, which might compromise their ability to execute a bona fide business transaction. Further, this prohibits them from seeking any improper advantage through contribution of funds, equipment or facilities, or the provision of other gifts or benefits to public officials or political organizations. No illegal or improper payment is to be made to any person or entity. Additionally, Customer acknowledges its intentions to cooperate with VentBoss in developing only ethical business relationships. Should Customer encounter any business activity in its efforts to establish a business relationship with VentBoss that suggests a violation of law, the Code of Conduct, or its procurement philosophy, Customer will promptly communicate such information to the President of VentBoss.

**Warranty.** We value our customers and stand behind our Products by providing the limited **10 Year Cabinet Warranty**, **1 Year Standard Warranty**, and **2 Year Extended Warranty** (2 YEAR EXTENDED VALID ONLY WITH PURCHASE OF VENTBOSS FILTERS) set forth in this paragraph, provided that the applicable Products are properly installed, maintained, and operated in accordance with the applicable Product Owner’s Manual and VentBoss instructions, and Customer has executed the applicable VentBoss Product sign off document and complies with its obligations hereunder. The cabinet of the VentBoss brand Product manufactured by VentBoss will be free from defects in materials and workmanship for a period of fifteen (15) years from the date of shipment (the “10 Year Cabinet Warranty”). The blower, motor, valves, electrical wiring and controls, lights, fans, variable frequency drives, fire suppression systems, air conditioning systems (VentBoss ICE) and all other moving components will be free from defects in materials and workmanship for a period of one (1) year from the date of shipment (the “1 Year Standard Warranty”). With the ongoing purchase of VentBoss Endurex brand filters and use in accordance with VentBoss instructions, VentBoss warrants that all standard components of VentBoss brand Products manufactured by VentBoss, including the blower, motor, valves, and standard electrical wiring and controls, will be free from defects in materials and workmanship for a period of five (5) years from the date of shipment (the “2 Year Extended Warranty”). All equipment that is not the VentBoss brand (VentBoss brand products have a VentBoss serial number tag) that are provided by VentBoss, are covered under the original equipment manufacturer’s warranty (this includes, but is not limited to, air conditioning condensers, make-up air equipment and exhaust fans). As part of the limited warranties set forth in this paragraph, all VentBoss labor related to the 10 Year Cabinet Warranty, 1 Year Standard Warranty, and 2 Year Extended Warranty during the six (6) month period immediately following the shipment date shall be provided without cost to Customer. For the avoidance of doubt, following the initial six (6) month period immediately following the shipment date, the warranties provided herein are product and materials only; labor and other expenses shall be charged to the Customer at Vent Boss’s then current applicable rate for all warranty repair and replacement services. The warranties provided herein shall only apply to standard products that are made and manufactured by VentBoss and related standard product components; for the avoidance of doubt, the 10 Year Cabinet Warranty and 2 Year Extended Warranty shall not apply to any components that have an original equipment manufacturers serial number tag other than VentBoss’s. EXCEPT AS EXPRESSLY SET FORTH IN THIS PARAGRAPH, NOTWITHSTANDING ANYTHING TO THE CONTRARY SET FORTH IN THE AGREEMENT, THE PRODUCTS AND ANY RELATED SERVICES ARE PROVIDED “AS IS” AND VENTBOSS MAKES NO WARRANTY WHATSOEVER WITH RESPECT TO THE PRODUCTS OR WITH RESPECT TO ANY THIRD PARTY PRODUCT, INCLUDING ANY WARRANTY OF MERCHANTABILITY; FITNESS FOR A PARTICULAR PURPOSE; NON INFRINGEMENT; WHETHER EXPRESS OR IMPLIED BY LAW, COURSE OF DEALING, COURSE OF PERFORMANCE; FURTHER, THE WARRANTIES SET FORTH IN THIS PARAGRAPH DO NOT APPLY TO NORMAL WEAR-AND-TEAR ITEMS, INCLUDING WITHOUT LIMITATION, FUSES, LIGHT BULBS, FILTERS, GASKETS, AND OTHER PERISHABLE ITEMS; IN THEN EVENT OF UNAUTHORIZED PRODUCT MODIFICATION OR IMPROPER USE OF THE PRODUCTS, THE ABOVE WARRANTIES SHALL BE VOID. In no event shall Products be returned without VentBoss’s prior consent. All returned shipments shall be prepaid by Customer. VentBoss shall, at its option and in its sole discretion, within a reasonable period following VentBoss’s acknowledgment of a non-conforming Product: (i) provide Customer with pro-rata credit for the applicable portion of the purchase price amount paid by Customer; (ii) refund the applicable pro-rata portion of the purchase price amount paid by Customer; or (iii) repair or replace the non-conforming Products.

**Confidential Information; Intellectual Property.** All non-public, confidential or proprietary information of VentBoss, including, but not limited to, specifications, samples, patterns, designs, plans, drawings, documents, data, electronic files, records, files, information, materials, models, mock-ups, business operations, customer lists, pricing, discounts or rebates, disclosed by VentBoss or its representatives to Customer, whether disclosed orally or disclosed or accessed in written, electronic or other form or media, and whether or not marked, designated or otherwise identified as “confidential,” in connection with this Agreement is confidential, solely for the use of performing this Agreement and as may be necessary to operate the applicable Product in accordance with VentBoss’s instructions, and may not be disclosed or copied unless authorized in advance by VentBoss in writing. Upon VentBoss’s request, Customer shall promptly return all documents and other materials received from VentBoss. Customer acknowledges that all VentBoss confidential information has been developed through the expenditure of substantial time, effort and money and is a valuable and necessary asset of VentBoss, and that VentBoss shall be entitled to injunctive relief for any violation of this paragraph. This paragraph does not apply to information that is: (a) in the public domain; (b) known to Customer at the time of disclosure; or (c) rightfully obtained by Customer on a non-confidential basis from a third party. Neither party shall directly or indirectly in whole or in part disclose the existence or any part of the Agreement to any third party other than such party’s financial advisors, accountants, or attorneys. Notwithstanding the foregoing, unless otherwise agreed by the parties in writing, Customer hereby authorizes VentBoss to use Customer’s name, logos, and other identifiers along with descriptions of the Products provided pursuant to this Agreement for promotional purposes. Customer agrees not to remove or alter any indicia of manufacturing origin or patent numbers contained on or within the Products. Customer acknowledges that it has no rights, title or interest in the patents, trademarks, copyrights or other intellectual property rights of VentBoss as regards the Products, and Customer covenants that it will take no action to register or to otherwise interfere with any such rights in United States of America or in any other country. VentBoss shall exclusively own all rights, title and interest (including, without limitation, all intellectual property rights on a worldwide basis) in and to the Products and any and all inventions, know-how, ideas or information discovered, developed, made, conceived or reduce to practice, by VentBoss, in the course of performance of this Agreement. Upon termination or expiration of the Agreement for any reason, upon VentBoss’s request, Customer shall return all VentBoss confidential information and intellectual property. Should VentBoss elect to provide Customer with access to VentBoss’s computer systems or network, Customer agrees that upon termination or expiration of this Agreement, it shall immediately cease any further use of such system or network and return to or destroy, as directed by VentBoss, any information related to such system or network. Customer agrees to abide by all of VentBoss’s policies and procedures applicable to such use and access. Customer shall include the foregoing provisions in all subcontracts in which it enters so that VentBoss shall have the same rights herein set forth with respect to each sub-contractor. Customer shall not, and shall ensure that its affiliates, representatives and its and their respective employees, representatives and agents do not directly or indirectly in whole or in part reverse engineer, copy, modify, alter, translate, decompile, create a derivative work of, reverse assemble or otherwise attempt to discover any source code, sell, assign, rent, lease, convey, or sublicense the Product or any VentBoss intellectual property or confidential information, or disclose or disseminate any proprietary elements or portion thereof. This clause shall survive termination or expiration of this Agreement. Neither Customer nor its subsidiaries or affiliates shall directly or indirectly solicit or hire any of VentBoss’s personnel, as a subcontractor, consultant, employee of another company, or in any way whatsoever for a period of five (5) years from the date of the Proposal. Customer agrees to pay a minimum of US \$120,000 to VentBoss for any breach of the obligations set forth in the preceding sentence or VentBoss’s actual damages, whichever is higher.

**Limitation of Liability.** NOTWITHSTANDING ANYTHING TO THE CONTRARY CONTAINED IN THE AGREEMENT, IN NO EVENT SHALL VENTBOSS BE LIABLE FOR ANY COST, LOSS, EXPENSE, DAMAGES, SPECIAL DAMAGES, INCIDENTAL DAMAGES, OR CONSEQUENTIAL DAMAGES ARISING, DIRECTLY OR INDIRECTLY, FROM THIS AGREEMENT AND CUSTOMER’S PURCHASE, OWNERSHIP, OR USE OF THE PRODUCTS, WHETHER BASED UPON BREACH OF WARRANTY, BREACH OF CONTRACT, NEGLIGENCE, STRICT TORT LIABILITY, OR ANY OTHER LEGAL THEORY. SUCH DAMAGES INCLUDE, BUT ARE NOT LIMITED TO, LOSS OF PROFITS, LOSS OF SAVINGS OR REVENUE, LOSS OF USE OF THE PRODUCTS OR ANY ASSOCIATED PROPERTY, COSTS OF CAPITAL, COSTS OF ANY SUBSTITUTE EQUIPMENT, FACILITIES, OR SERVICES, DOWNTIME, THE CLAIMS OF THIRD PERSONS (INCLUDING LESSEES, CUSTOMERS, AND INVITEES), AND INJURY TO PROPERTY; VENTBOSS SHALL NOT BE RESPONSIBLE FOR ANY LOSSES OR DAMAGES SUSTAINED BY THE CUSTOMER OR ANY OTHER PERSON AS A RESULT OF THE USE OR APPLICATION OF THE PRODUCTS. CUSTOMER SHALL DEFEND, INDEMNIFY AND HOLD HARMLESS VENTBOSS AND ITS AGENTS, AND EMPLOYEES AGAINST ANY LOSS, DAMAGE, CLAIM, SUIT, LIABILITY, JUDGMENT OR EXPENSE (INCLUDING WITHOUT LIMITATION, ATTORNEY’S FEES) ARISING OUT OF OR IN CONNECTION WITH ANY INJURY, DISEASE OR DEATH OF PERSONS (INCLUDING, WITHOUT LIMITATION, CUSTOMER’S EMPLOYEES AND AGENTS) OR DAMAGE TO OR LOSS OF ANY PROPERTY OR THE ENVIRONMENT, OR VIOLATION OF ANY APPLICABLE LAWS OR REGULATIONS RESULTING FROM OR IN CONNECTION WITH THE SALE, TRANSPORTATION, EXPORT, INSTALLATION, USE, OR REPAIR OF PRODUCTS BY CUSTOMER OR THE INFORMATION SUPPLIED TO CUSTOMER. THE OBLIGATIONS, INDEMNITIES AND COVENANTS CONTAINED IN THIS CLAUSE SHALL SURVIVE THE TERMINATION OR EXPIRATION OF THIS AGREEMENT; IN NO EVENT SHALL VENTBOSS’S AGGREGATE LIABILITY ARISING OUT OF OR RELATED TO THIS AGREEMENT OR THE PRODUCTS, WHETHER ARISING OUT OF OR RELATED TO BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE) OR OTHERWISE, EXCEED THE TOTAL OF THE AMOUNTS RECEIVED BY VENTBOSS FOR THE APPLICABLE PRODUCT PURSUANT TO THIS AGREEMENT.

## Terms and Conditions (continued)

**Access to Property and Information.** Customer grants VentBoss, its agents, subcontractors, and representatives reasonable access to the property and related facilities where Products will be and are installed (the "Property") for the purpose of performing its obligations under this agreement. Such access shall not unreasonably interfere with Customer's use of Property. Customer represents and warrants that Customer has all rights and ability to grant such access. With respect to any materials or information provided to VentBoss or its representatives by Customer or its representatives, including but not limited to drawings, sketches or renderings, Customer represents and warrants that it has all rights in and to such materials and information necessary to perform its obligations under this Agreement and hereby conveys, licenses, or otherwise grants such rights to VentBoss as necessary to perform its obligations hereunder. Customer assumes the responsibility for and shall contact the Authority Having Jurisdiction ("AHJ") as well as Customer's insurance underwriter and shall advise VentBoss in writing of any specific application requirements of explosion venting and whether additional fire protection and safety equipment may be required. CUSTOMER IS ALSO CAUTIONED TO ADHERE TO, WITHOUT LIMITATION, PRESCRIBED OSHA, NFPA, FEDERAL, STATE AND LOCAL CODES AND REGULATIONS APPLICABLE TO INDUSTRIAL VENTILATION SYSTEMS, WHICH VENTBOSS PRODUCTS MAY BE APPLIED ON.

**Termination or Suspension.** Either party may terminate this Agreement with or without cause upon giving the other party thirty (30) days prior written notice. In the event Customer fails to strictly satisfy its payment or other obligations set forth in the Agreement, VentBoss may without further liability terminate the Agreement in whole or in part upon notice to Customer. In the event of termination of this Agreement, VentBoss will invoice Customer for all costs, expenses, and damages reasonably incurred including without limitation material billing rates for actual time expended, all costs incurred with current reimbursable expense schedule, and all program development costs, with a minimum cancellation charge of 25% for all materials and equipment. For the avoidance of doubt, in the event of termination of this Agreement by Customer or return of any Product for any reason, a minimum cancellation and restocking charge of twenty five percent of the purchase price and one hundred percent of the labor attributable to such Products shall be assessed to Customer.

**Changes or Additions.** If either party wishes to change the Product specifications or the scope or performance of the related services, such party shall submit details of the requested change to the other party in writing. VentBoss shall, within a reasonable time after such request, provide an estimate to Customer of the likely time required to implement the change and any necessary variations to the fees and other charges arising from the change. Promptly after receipt of the written estimate, the parties shall agree in writing on the terms of such change (a "Change Order"). Neither party shall be bound by any Change Order unless mutually agreed upon in writing in accordance with this paragraph. Notwithstanding anything to the contrary contained herein, Service Provider may, from time to time change the Products and related services without the consent of Customer provided that such changes do not materially affect the nature or scope of the Products. Without limitation, VentBoss may determine that certain drawings listed in the Proposal may not be required. In such event, VentBoss shall not be required to prepare or provide such drawings or notify Customer, and no adjustment to the fees shall be required.

**Payment.** All prices for the Products are quoted in United States Dollars, unless otherwise stated on the Proposal. Unless otherwise stated on the applicable Proposal, Customer shall pay deposit amounts immediately upon the acceptance of the applicable order by VentBoss; all amounts due upon shipment shall be paid to VentBoss prior to shipment, and any remaining amounts owed shall be due to VentBoss within thirty days of the applicable invoice date. Customer shall make all payments hereunder in such form and manner as may be designated by VentBoss. Should Customer fail to strictly comply with its payment obligations, Customer shall pay interest on all late payments at the lesser of the rate of eighteen percent per annum or the maximum rate permissible under applicable law. In addition to the foregoing, in the event any payment is over seven days late an additional five percent late payment fee shall be assessed. Customer account credits, if any, shall expire within one hundred and eighty days of VentBoss's issuance of such credits. Customer shall reimburse VentBoss for all costs incurred in collecting any late payments, including, without limitation, attorneys' fees. Customer shall not withhold payment of any amounts due and payable by reason of any set-off of any claim or dispute with VentBoss or its representatives, whether relating to breach, bankruptcy or otherwise. Unless otherwise agreed in writing by VentBoss, VentBoss shall invoice and Customer shall pay all of VentBoss's reasonable travel and administrative expenses related to the Products and related services, (e.g. permits, travel, meals, lodging, and reproductions). Prices do not include any charges for additional services including but not limited to special packaging, insurance, freight, brokerage fees, loading, marking, dock and harbor fees or storing. VentBoss's price excludes all taxes (including but not limited to, sales, use, excise, value-added, withholding, and other similar taxes), custom duties and charges. Customer is responsible for all such fees, taxes, duties and charges resulting from this Agreement or as a result of VentBoss's or Customer's performance hereunder, whether now or hereafter imposed, levied, collected, withheld or assessed by the government of United States of America and/or by the government of Customer's country and/or the country of delivery. If VentBoss is required to impose, levy, collect, withhold or assess any such taxes, duties or charges on any transaction under this Agreement, then in addition to the purchase price, VentBoss will invoice the Customer for such taxes, duties, and charges unless the Customer furnishes VentBoss with an exemption certificate or other documentation sufficient to verify exemption from such taxes, duties or charges.

**Security Interest.** To secure the balance of the amounts remaining unpaid following delivery of a Product to Customer, Customer hereby grants to VentBoss a purchase money security interest in such Product, wherever located, and whether now existing or hereafter arising or acquired from time to time, and in all accessions thereto and replacements or modifications thereof, as well as all proceeds (including insurance proceeds) of the foregoing. This Agreement is intended by Customer and VentBoss to constitute a security agreement with respect to such Product for purposes of the Uniform Commercial Code and applicable law. Customer further authorizes VentBoss to file one or more financing statements describing such collateral and agrees, if requested by VentBoss, to pay the cost of filing such financing statements in all public offices wherever filing is deemed necessary by VentBoss. VentBoss hereby notifies Customer that it intends to utilize all available lien rights it may have in connection with its provision of Products and services under this Agreement. Customer shall cooperate with VentBoss, and shall follow VentBoss's reasonable instructions relating to the performance of the parties obligations hereunder and the protection of VentBoss's rights. Without limitation, Customer shall and shall cause its representatives and third parties to cooperate with, execute such further bills of sale, assignments, liens, releases, assumptions, notifications, or other documents as may be requested by VentBoss for the purpose of giving effect to, evidencing or giving notice of this Agreement, any Proposal, and any rights of VentBoss, its affiliates, representatives, and subcontractors, including but not limited to the preparation, execution, and filing of Notice of Commencement, Notice of Furnishing, and other filings.

**Freight; Risk of Loss.** Freight shall be Ex Works INCOTERMS 2010 ("EXW") VentBoss facility in origin or such other facility as may be designated by VentBoss (the "Delivery Point"). Delivery shall occur and risk of loss or damage shall transfer when Products are made available at the Delivery Point. Customer shall comply with all applicable laws, regulations and ordinances. Customer shall obtain and maintain in effect all the licenses, permissions, authorizations, consents and permits that it needs to carry out its obligations under this Agreement. Customer shall comply with all export and import laws of all countries involved in the sale of the Products under this Agreement or any resale of the Products by Customer. Customer assumes all responsibility for shipments of Products requiring any government import clearance. VentBoss may terminate this Agreement if any governmental authority imposes antidumping or countervailing duties or any other penalties on Products. Customer represents and warrants that it is in compliance with (a) the International Emergency Economic Powers Act (50 U.S.C. § 1701) and all other Laws administered by OFAC or any other governmental authority imposing economic sanctions and trade embargoes, and any other country having proper jurisdiction relating to the sale and destination of the Products, including, without limitation, (b) United States export control Laws, including the Export Administration Regulations, promulgated under the Export Administration Act of 1979 and the International Traffic in Arms Regulations administered by the US Department of State, and (c) the Foreign Corrupt Practices Act of 1977, as amended. Throughout the term of this Agreement, Customer shall continue to comply with all such laws, and shall not export, re-export, divert, transship or otherwise deliver or cause to be delivered any products purchased under this Agreement (including any Products) or any portion of such products. Customer will defend, indemnify and hold VentBoss harmless for any damages or costs to VentBoss arising from Customer's failure to comply with law or its obligations under this paragraph.

**Dispute Resolution.** This Agreement, and its formation, operation and performance, shall be governed, construed, performed and enforced in accordance with the substantive laws of the State of Ohio, USA, without regard to its conflict of law rules. The parties agree that the application of the United Nations Convention on Contracts for the International Sale of Goods, shall be excluded. Any suit involving any dispute or matter arising under this Agreement shall be brought only in a State or Federal Court sitting in Franklin County, State of Ohio, except that proceedings to enforce any ruling or judgment of such Court may be brought in any jurisdiction in which the defending party has assets or is otherwise subject to jurisdiction. The parties hereby irrevocably consent to the exercise of personal jurisdiction by any such Court with respect to such proceedings.

**Force Majeure.** Notwithstanding anything to the contrary, VentBoss shall not be liable or responsible to Customer, nor be deemed to have defaulted or breached this Agreement, for any failure or delay in fulfilling or performing any term of this Agreement when and to the extent such failure or delay is caused by or results from acts or circumstances beyond the reasonable control of VentBoss including, without limitation, acts of God, flood, fire, earthquake, explosion, governmental actions, war, invasion or hostilities (whether war is declared or not), terrorist threats or acts, riot, or other civil unrest, national emergency, revolution, insurrection, epidemic, lock-outs, strikes or other labor disputes (whether or not relating to either party's workforce), or restraints or delays affecting carriers or inability or delay in obtaining supplies of adequate or suitable materials, materials or telecommunication breakdown or power outage.

**Entire Agreement.** No additional or different terms or conditions, whether contained in Customer's purchase order form or any other document or communications pertaining to Customer's order of Products, will be binding upon VentBoss unless accepted in writing by VentBoss. It is expressly understood that the terms and conditions of this Agreement shall prevail over Customer's terms and conditions of purchase, if any. In the event of any inconsistency between this Agreement and any other agreement between the parties, the terms and conditions of this Agreement shall prevail. Notwithstanding the foregoing, where VentBoss's quotation, order acknowledgment, or other correspondence contains terms or conditions contrary to or in addition to these Terms, such contrary or additional terms are hereby incorporated and accepted by Customer (without any requirement of further notice of such acceptance). No course of performance, course of dealing, or usage of trade shall be applicable unless expressly incorporated in this Agreement. The terms and conditions contained in this Agreement may not be added to, modified, superseded, or otherwise altered except by a written instrument signed by an authorized representative of VentBoss and delivered to Customer.

**Additional Provisions.** No waiver of a breach of any provision of this Agreement shall constitute a waiver of any other breach, or of such provision. No right or remedy herein conferred upon or reserved to VentBoss is exclusive of any other right or remedy herein or by law or in equity provided or permitted; but each shall be cumulative of every other right or remedy given hereunder or now or hereafter existing at law or in equity and may be enforced concurrently therewith from time to time. Neither this Agreement, nor any rights, obligations, or duties hereunder, may be assigned or delegated by either party without the prior written consent of the other party. The parties are independent contractors and neither shall at any time be considered, or represent itself to be an agent, employee, associate, or joint venture party of the other. Neither party shall have the authority nor hold itself out as able to bind the other party to any contract or commitment, nor shall either party be responsible for the acts or omissions of the other vis-a-vis third parties. The headings used in this Agreement are inserted for convenience only and shall not affect the meaning or interpretation of this Agreement. In the event that any provisions of this Agreement, or any portions thereof, are held to be unenforceable or invalid by any court of competent jurisdiction, the validity and enforceability of the remaining provisions or portions of this Agreement shall not be affected thereby.