

AIR QUALITY ENGINEERING, INC. (“AQE”) – INTERNATIONAL END USER TERMS AND CONDITIONS

End User Expenses: End User is responsible for all expenses and taxes incurred in purchasing goods or performing services by or on behalf of user in connection with the purchase of the Products. Products are not intended for resale.

Purchase Orders: End User’s submission of purchase orders and AQE’s acceptance thereof is acknowledgment of End User’s acceptance of these Terms and Conditions. Fulfillment of purchase orders is contingent on AQE’s acceptance of said purchase order. AQE reserves the right to cancel purchase orders at its own discretion from time to time. AQE reserves the right to appoint agents or distributors of its products to fulfill purchase orders which are submitted directly to AQE.

Billing: AQE will invoice End User-under the payment terms outlined below. End User is to remit payment to Air Quality Engineering, 7140 Northland Drive North, Brooklyn Park, MN 55428.

Returns: Returned product(s) will only be accepted upon written prior approval by AQE. Returns are considered on standard product(s) purchased within ninety (90) days of the original invoice. AQE reserves the right to access a 20% restocking fee and shipping charges for returned items. Material Data Safety Sheet (MSDS) of contaminant must be supplied to AQE when requesting a return of any used equipment. There are no returns on custom products and parts. End User shall be solely responsible for all freight and shipping charges, including but not limited to risk of loss during shipment, for returned products. AQE will not accept a return of any media or carbon filters.

End User Receipt of Product: End User or its agents will inspect all Products before any freight bill or delivery sheet is signed. End User will promptly notify AQE of any defects in the Products delivered to it. Freight claims are to be filed with the appropriate freight carrier by the End User.

Trademarks: The AQE Products will bear only the trademarks, service marks or other marks designated by AQE from time to time. To protect AQE’s Trademarks, End User agrees to comply with all reasonable instructions or requests of AQE respecting AQE’s Trademarks. End User acknowledges that AQE has the sole right, title and interest in the AQE Trademarks, patents and know-how relating to the Products.

Confidentiality: End User will treat as confidential, during and after the purchase, all information identified or treated as confidential and pertaining to the Products or AQE, its pricing, business or assets including any confidential memorandums, manuals or customer lists provided by AQE (collectively, “Confidential Information”). End User will use the Confidential Information only to perform its duties for the purpose of this purchase, and will not disclose the Confidential Information to any third parties.

End User Relationship: Purchase of AQE products by the End User are for End User’s own use and not purchased for resale.

Warranties: AQE makes no warranties, express or implied, to End User as to the Products except as stated within AQE’s Owner’s Manuals. In addition, any warranties shall become immediately null and void if the Products are altered, modified,

tampered with or used in a manner not specifically approved in writing by AQE. With respect to claims by End User of AQE based upon a defect in the Products, the sole and exclusive remedy of the end user and (if applicable) end user, as well as the sole and exclusive liability of AQE, will be limited to repair or replacement at AQE’s sole option of any Products which are defective in material workmanship and returned to AQE in accordance with AQE’s applicable standard service rules provided to end user from time to time. AQE will not be liable for indirect, special, incidental or consequential damages or losses or loss of profits as a result thereof. AQE assumes no duties or obligations beyond these specified in its terms and conditions.

THE ABOVE MENTIONED WARRANTIES ARE EXCLUSIVE AND IN LIEU OF ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE OR ANY WARRANTY ARISING FROM COURSE OF DEALING OR USAGE OF TRADE.

AQE makes no claim of design or warranty on installation services and/or duct work design/installation performed by End User or its agents. Further, AQE makes no warranties to those defined as consumers in the Magnuson-Moss Warranty-Federal Trade Commission Improvement Act.

If End User is requesting any products to returned or serviced under applicable warranties, End User must submit the product serial number of the unit to AQE in order for AQE to evaluate and process a warranty request.

Indemnification: End User agrees to indemnify AQE for and to hold it harmless against any loss, liability or expense, including costs and expenses of investigating any claim, and reasonable attorney’s fees arising out of or in connection with (a) any acts or failure to act by end user or its agents in connection with this Agreement; (b) any acts or failure to act by end user to comply with any applicable laws, codes, regulations or ordinances in the geographic area where end user installs the Products; (c) any modifications or alternations end user or any third parties make to the Products; and (d) end user’s or a third-party’s installation of the Products for end user. End user also agrees to discharge and to hold AQE harmless on account of any taxes imposed upon the AQE with respect to any transactions hereunder or any income earned or payments received end user hereunder. End user also agrees to indemnify AQE for and hold it harmless against any loss, liability or expense, including reasonable attorney’s fees arising out of or in connection with a or b above.

Injunctive Relief: End User acknowledges that any failure to comply with the requirements related to Confidentiality; Trademarks will cause AQE irreparable injury. End User, therefore, agrees that AQE may, in addition to all other rights or remedies permitted, seek an order by any court of competent jurisdiction for the specific performance of or an injunction against violation of the requirements of such provisions. End user consents to the jurisdiction of the U.S. District Court of Minnesota and Hennepin County, Minnesota State District Court and agrees that any litigation between the parties may be brought in either of such courts.

Notices: All notices, correspondence and payments will be in writing and will be (a) mailed by certified mail postage prepaid;

(b) sent by fax to the respective party to the address stated above; or (c) sent electronically by email to the last known email with a confirmation of receipt. Any notice by certified mail will be deemed to have been given five (5) days after the date of mailing. Any notice by fax or email will be deemed to have been given two (2) days after receipt.

Miscellaneous: These terms and conditions replace all prior programs, agencies, authorizations, agreements, promises or representations, either direct or implied, between the End User and AQE. Agreement to these terms and conditions can be amended by AQE upon written sixty (60) day notice. These terms and conditions are personal to End User and cannot be assigned by it without AQE's prior written consent, which AQE shall not unreasonably withhold.

Governing Law; Severability: This purchase will be governed by and enforced in accordance with the laws of the State of Minnesota. If any provisions or terms of this purchase are held to be unlawful or unenforceable, the remainder of the provision will remain in full force and effect and will not be affected, impaired or invalidated. Any waiver or failure by AQE to enforce any breach of these terms and conditions shall not operate as a waiver of any future breach.

Country of Importation: End User represents that it is purchasing AQE products for the purpose of exporting them from the United States and importing them to the country specified in End User's purchase order. End User agrees that AQE's products will be shipped to that destination in compliance with the laws of such country, and that there will be no re-export or diversion. If requested by AQE, End User shall provide documentation satisfactory to AQE verifying delivery at the designated port of entry.

Foreign Corrupt Practices Act: End User acknowledges that it is not the agent of AQE, and End User represents and warrants that it has not and covenants that it will not pay anything of value to any government employee in connection with the resale of AQE products.

Export and Import Licenses; Permits and Freight Forwarder: Unless expressly agreed otherwise, End User shall be responsible

for obtaining and paying for any permits, licenses, or other governmental authorization(s) necessary for the exportation or importation of AQE's products into the designated country of importation. End User shall comply with all laws and regulations thereof. End User shall select and pay the freight forwarder who shall solely be the End User's agent. The freight forwarder's actions shall not be deemed authorized by, or binding upon AQE, unless expressly agreed to by AQE. End User shall be responsible for any fees, taxes, or expenses in connection with the importation of AQE products to End User's country.

Restrictions on End Use and Resale to Certain End Users

End User acknowledges and agrees to refrain from using or modifying any of AQE products for any military purpose or any other unauthorized purposes without the express prior written permission of AQE. End User also agrees to refrain from reselling the AQE products to any companies or into to any countries that are restricted per the U.S. Bureau of Industry and Security, U.S. Department of Commerce, which includes but is not limited to any countries under sanctions by the U.S. government or any other countries.

Arbitration: Subject to *Injunctive Relief*, any dispute arising under terms and conditions shall be submitted to binding arbitration in Minneapolis, Minnesota in accordance with the Commercial Arbitration Rules of the American Arbitration Association, which Rules with respect to matters not regulated by them shall incorporate the UNCITRAL arbitration rules by one or more arbitrators appointed in accordance with said Rules applying these Terms and Conditions and consistent provisions of the internal laws (except conflict of law rules) of the State of Minnesota, USA. The non-prevailing party shall pay the reasonable fees and expenses of the arbitrator.

Collection: In the event AQE resorts to collection of any amounts due from end user, the parties agree that AQE shall be entitled to recover all costs and expenses of collection, including but not limited to, reasonable attorney's fees.

Payment Terms:

- Payment Terms: Provided by AQE prior to order being placed.
- Shipping is Ex-Works Collect. Routing is to be provide 5 days prior to the AQE assigned ship date.
- End user is responsible for shipping to site, rigging, and installation.
- End user is responsible for meeting all applicable local and national zoning and building, codes, rules and regulations.
- Pricing does not include shipping and applicable taxes