

Standard Terms and Conditions of Sale



CREDIT APPLICATION FOR A BUSINESS ACCOUNT

BUSINESS CONTACT INFORMATION			
Title:			
Company name:			
Phone:	Fax:	E-mail:	
Registered company address:			
City:	State:	ZIP Code:	
Date business commenced:			
Sole proprietorship:	Partnership:	Corporation:	Other:
BUSINESS AND CREDIT INFORMATION			
Primary business address:			
City:	State:	ZIP Code:	
How long at current address?			
Telephone:	Fax:	E-mail:	
Bank name:			
Bank address:		Phone:	
City:	State:	ZIP Code:	
Type of account	Account number		
Savings			
Checking			
Other			
BUSINESS/TRADE REFERENCES			
Company name:			
Address:			
City:	State:	ZIP Code:	
Phone:	Fax:	E-mail:	
Type of account:			
Company name:			
Address:			
City:	State:	ZIP Code:	
Phone:	Fax:	E-mail:	
Type of account:			
Company name:			
Address:			
City:	State:	ZIP Code:	
Phone:	Fax:	E-mail:	
Type of account:			

These terms and conditions govern the sale of Products ("Product or Products") and provisions of services ("Services") by Air Showers and Pass Thrus Unlimited, Inc. herein known as ASPT and its affiliates ("Seller") as well as by third party vendors and/or representatives of Seller. These terms and conditions ("Agreement") take precedence over Buyer's supplemental or conflicting terms and conditions to which notice of objection is hereby given. Neither Seller's commencement of performance or delivery shall be deemed or construed as acceptance of Buyer's supplemental or conflicting terms and conditions. ASPT's failure to object to conflicting or additional terms will not change or add to the terms of this agreement. Buyer's acceptance of the Products and/or Services from Seller shall be deemed to constitute acceptance of the terms and conditions contained herein.

1. **Orders:** All orders placed by Buyer are subject to acceptance by Seller. Orders may not be cancelled or rescheduled without Seller's written consent. All orders must identify the products, unit quantities, part numbers, applicable prices and requested delivery dates of the Products being purchased. All air showers and non-standard pass thru enclosures are non-cancelable, non-returnable ("NCNR"). ASPT builds air showers per order and does not inventory air showers. ASPT maintains a limited inventory of pass thru enclosures.
2. **Prices:** The prices of the Products are those prices specified on the front of the invoice. Pricing for undelivered Products may be increased in the event of an increase in Seller's cost, change in market conditions or any other causes beyond the Seller's reasonable control. Price quotations shall automatically expire in ninety (90) days from the date issued, or as otherwise stated in the quotation.
3. **Taxes:** Unless otherwise agreed to in writing by Seller, all prices quoted are exclusive of transportation and insurance costs, duties, and all taxes including federal, state and local sales, excise and value added, goods and services taxes and any other taxes. Buyer agrees to indemnify and hold Seller harmless for any liability for tax in connection with the sale, as well as collection or withholding thereof, including penalties and interest thereon. When applicable, transportation and taxes shall appear as separate items on Seller's invoice.
4. **Payment:** Payment by be made by check, money order, credit card, or wire transfer (all fees are borne by the Buyer). Where Seller has extended credit to Buyer, terms of payment shall be net thirty (30) days from date of invoice, without offset or deduction. On any past due invoice, Seller may impose interest at the rate of one and a half percent (1.5%) per month. If Buyer fails to make each payment when it is due, Seller reserves the right to change or withdraw credit and thereby suspend or cancel performance under any or all purchase orders or agreements in which Seller has extended credit to Buyer,. In the event of default by Buyer, Seller shall be entitled to costs, fees, and expenses, including but not limited to recovery of attorney fees, court costs and fees, and collection costs.
5. **Delivery and Title:** All delivers will be made "EXWORKS" place of shipment unless otherwise agreed upon in written proposal. Title and risk of loss pass to the Buyer upon delivery of the Product to the carrier. Seller's delivery dates are estimates only and Seller is not liable for delays in delivery or for failure to perform due to causes beyond the reasonable control of the Seller, nor shall the carrier be deemed an agent of the Seller. A delayed delivery of any part of an Order does not entitle Buyer to cancel other deliveries. In the event F.O.B. Destination is accepted, Product must be thoroughly examined and any freight damage claims must be made within three (3) days of receipt of Product. Any claims made after three (3) days will be rejected and damages will be the responsibility of the Buyer. Claims must include a detailed description of damaged product and photographic evidence. Freight damages must also be noted with carrier upon acceptance of Product.
6. **Acceptance>Returns/Cancellations:** Shipments will be deemed to have been accepted by Buyer upon delivery of said shipment to Buyer unless rejected upon receipt. Buyer shall perform all inspections no later than 3 days after delivery of product, at which time Buyer will be deemed to have irrevocably accepted the Products. Any discrepancy in shipment quantity must be reported within 3 days after the delivery. If the product is damaged in shipment it is the Buyers responsibility to contact the freight company, report damage and make all necessary claims against the freight company. Once a purchase order is received, the submittal drawing returned approved, and materials have been ordered, the order cannot be cancelled. ASPT builds all equipment on order and does not inventory finished product.
7. **Limited Warranty:** ASPT will exchange or repair, F.O.B. our plant any unit component found defective in workmanship and/or material. Subject to plant inspection, for a period of one (1) year from date of installation, or four hundred fifty five (455) days from date of shipment, whichever comes first. The warranty does not include field service labor for removal and replacement of defective parts. The installing contractor or end user shall be responsible for removal and installation of component. This warranty does not cover loss or damage resulting from causes beyond the manufacturer's control, misuse, neglect, accident, or acts of God. Warranty is for normal use and service. The warranty will not apply to equipment which has been repaired or altered so as to adversely affect condition of operation. Warranty will not obligate ASPT for damages resulting from such alterations, misuse or acts of God. See attached document for full Limited Warranty.
8. **Limitation of Liabilities:** Buyer shall not be entitled to, and Seller shall not be liable for, loss of profits or revenue, promotional or manufacturing expenses, overheads, business interruption cost, loss of data, removal or reinstallation costs, injury to reputation or loss of Buyers, punitive damages, IPR infringement, loss of contracts or orders or any indirect, special, incidental or consequential damages of any nature. Buyer's recovery from Seller for any claim shall not exceed the purchase price paid for the affected products irrespective of the nature of the claim whether in contract, tort, warranty, or otherwise. Buyer will indemnify, defend and hold Seller harmless from any claims based on (a) Seller's compliance with Buyer's designs, specifications, or instructions, (b) modifications of any products by anyone other than Seller, or (c) use in combination with other products.
9. **Export Control:** Buyer certifies that it will be the recipient of the Products to be delivered by Seller. Buyer acknowledges that the Products are subject to the export/import control laws and regulations of various countries, including the Export Administration Laws of the United States. Products sold by Seller cannot be transferred, sold or re-exported to any part on the Entity List or Restricted Person List of the U.S. Department of Commerce Bureau of Industry and Security, any party designated by the U.S. Treasury Department's Office of Foreign Assets Control, any party debarred or sanctioned for proliferation or terrorism reasons by the U.S. State Department.
10. **Use of Products:** Products sold by Seller are not designed, intended or authorized for use in life support, life sustaining, nuclear, or other applications in which the failure of such Products could reasonably be expected to result in personal injury, loss of life or catastrophic property damage. If Buyer uses or sells the Products for use in any such applications: (1) Buyer acknowledges that such use or sale is at Buyer's sole risk; (2) Buyer agrees that Seller and the manufacturer of the Products are not liable, in whole or in part, for any claim or damage arising from such use; and (3) Buyer agrees to indemnify, defend and hold Seller and the manufacturer of the Products harmless from and against any and all claims, damages, losses, costs, expenses and liabilities arising out of or in connection with such use or sale.
11. **Force Majeure:** Seller is not liable for failure to fulfill its obligations for any accepted Order or for delays in delivery due to causes beyond Seller's reasonable control including, but not limited to, acts of God, natural or artificial disaster, riot, war, strike, delay by carrier, shortage of Product, acts or omission of other parties, acts or omissions of civil or military authority, Government priorities, changes in law, material shortages, fire, floods, epidemics, quarantine restrictions, acts of terrorism, delays in transportation or inability to obtain labor, materials or Products through its regular sources, which shall be considered as an event of force majeure excusing Seller from performance and barring remedies for non-performance. In an event of force majeure condition, the Seller's time for performance shall be extended for a period equal to the time lost as a consequence of the force majeure condition without subjecting Seller to any. Seller may, at its option, cancel the remaining performance, without any liability or penalty, by giving notice of such cancellation to the Buyer.
12. **Technical Assistance or Advice:** If technical assistance or advice is offered or given to Buyer, such assistance or advice is given free of charge and only as an accommodation to Buyer. Seller shall not be held liable for the content of Buyer's use of such technical assistance or advice nor shall any statement made by any of Seller's representatives in connection with the Products or Services constitute a representation or warranty, express or implied.
13. **General:** (a) The laws of the State of California will exclusively govern, any dispute between Seller and Buyer, (b) Buyer may not assign the Agreement without the prior written consent of Seller. Seller or its affiliates may perform the obligations under the Agreement. This Agreement is binding on successor and assigns, (c) Products, including software or other intellectual property, are subject to any applicable rights of third parties, such as patents, copyrights and/or user licenses.

Signed: _____ Date: _____

Print Name: _____ Title: _____

ASPT Limited Warranty

Subject to the terms and conditions of this limited warranty, Air Showers and Pass Thrus Unlimited Inc. ("ASPT") extends coverage against manufacturing defects for the product(s) identified below that are installed in the United States, Canada and Mexico.

Products: Air Showers, Pass Thrus

This limited warranty applies to products manufactured on or after January 1, 2014. All repairs of product parts covered under this limited warranty must be made with authorized service parts by a qualified service provider.

Term: The limited warranty period for product(s) shall commence from completion of installation or a maximum of 90 days from ship date for 12 consecutive months.

Who is covered: This limited warranty is only valid at the original installation site and is non-transferable. ASPT has the right to request any and all proof of product(s) purchase or installation and/or completion date of installation.

What is covered: ASPT will provide a replacement part to the qualified service provider or end user free of charge, if product component fails due to a manufacturing defect under normal use and maintenance. *If outside the United States the purchaser must pay for any and all shipping and handling charges as well as any and all taxes and duties.* If product part is not available, ASPT will provide a suitable substitute. This limited warranty does not cover labor for removal or replacement of part or component.

Eligibility Requirements: Product(s) must be properly installed, operated, and in accordance with the product specifications and operation manual service guidelines. Failure to conform to such specifications and/or instructions will void this limited warranty. ASPT may request written documentation showing the proper preventative maintenance.

Exclusions: Labor costs including but not limited to cost of removal and reinstallation of product(s) and/or product parts, shipping and freight (*if outside of the United States*), taxes and/or duties associated with local tax authorities, failures, defects or damages (including, but not limited to, any loss of data or property caused by any third party product, service or system connected or used in conjunction with the product.) Any use that is not designed or intended for the product(s). Modification, alteration, abuse, misuse, negligence or accident. Improper storage, installation, maintenance or operation including, but not limited to, operation of electrical equipment at voltages other than the range specified on the product model number nameplate or using a wood fabricated product in a high moisture environment. Any use in violation of written instructions or specifications provided by ASPT. Any acts of God including, but not limited to, fire, water, storms, lightning, earthquakes, any theft, riots, exposure to a corrosive atmosphere or contact with corrosive materials such as, but not limited to, chlorine, fluorine, salt, sulfur, recycled waste water, rust or other damaging substances or chemicals.

This limited warranty does not cover normal maintenance parts required as described in the O&M manual for the product(s).

Additional Terms: This limited warranty and liability set forth herein are in lieu of all other warranties and liabilities, whether in contract or in negligence, express or implied, in law or in fact. The implied warranties of merchantability and fitness for a particular purpose are limited to the duration of the applicable product warranty. ASPT does not authorize any person to create for it any obligation or liability in connection with the products. Notwithstanding anything in this limited warranty to the contrary, company shall not be liable for any incidental, consequential, indirect, special and/or punitive damages, whether based on contract, warranty, tort (including, but not limited to, strict liability or negligence), patent infringement, or otherwise, even if advised of the possibility of such damages. ASPT's maximum liability hereunder is limited to the original purchase price of the products.

No action arising out of any claimed breach of this limited warranty may be brought by purchaser more than one (1) year after the cause of action has arisen. This limited warranty gives you specific legal rights, and you may also have other rights as otherwise permitted by law.