

**AER-FLO, INC.**  
**STANDARD TERMS AND CONDITIONS**  
**For All Quotations and Price Lists and Any Sales Resulting Therefrom**

1. **ACCEPTANCE:** All orders and sales contracts are subject to acceptance or rejection by Aer-Flo, Inc. (Aer-Flo) and are not binding until accepted. Acceptance by Aer-Flo constitutes a complete and binding contract governed by the terms and conditions of sale herein and by the laws of the State of Florida. Acceptance is subject to availability and may be subject to a written agreement, signed by both Buyer and Aer-Flo.
2. **CANCELLATION:** Orders cancelled more than twenty-four (24) hours after order date are subject to a 15% cancellation charge unless specifically agreed otherwise. All cancellation requests must be confirmed in writing. In no event may any order be cancelled after goods have left point of shipment.
3. **PAYMENT TERMS:** Standard payment terms for credit-approved accounts are NET: THIRTY (30) DAYS after invoice date unless specifically indicated otherwise. For all other accounts standard terms are Net at Purchase unless specifically indicated otherwise. Buyer will be charged at the maximum interest rate allowed under applicable law on any payment received after terms indicated on invoice. Granting payment terms to any account is contingent on credit approval by Aer-Flo. Aer-Flo reserves the right to modify credit and payment terms at any time. Invoices are payable in U.S. currency via good check, bank draft, money order, direct wire, or other third-party transfer of funds, unless otherwise specified by Aer-Flo. **Cash and credit cards are not approved forms of payment.** Aer-Flo retains a security interest in all goods sold to Buyer until such time as the entire purchase price is paid in full. Buyer acknowledges that Aer-Flo has the right to file initial financing statements and amendments to the maximum extent permitted by applicable law without notice to, or the consent of, Buyer. In the event of any litigation or other action to collect for unpaid invoices, Buyer shall pay all of Aer-Flo's reasonable costs of collection including, but not limited to, attorneys fees, court costs, and administrative service fees.
4. **DAMAGED GOODS:** If any part of any shipment is damaged or missing when it arrives, **TAKE DELIVERY AT ONCE** and have delivery carrier acknowledge damage or shortage, and make proper notation on your freight receipt. Failure to have carrier acknowledge damage or missing parts may void any warranty and continue Buyer responsibility for full payment.
5. **SHIPPING ESTIMATES/DELIVERY:** Any quotation of a shipping date by Aer-Flo, whether written or oral, is an approximation only and does not, in any way, represent a contract to ship or deliver on said date. Aer-Flo will not be liable for any or all damages resulting from any delay or early shipment, regardless of the cause of the delay or early shipment. Unless otherwise expressly stated, Aer-Flo shall have the right to make delivery in installments. In the event of war, fire, flood, strike, labor trouble, accident, riot, act of God, act of governmental authority or any other contingencies beyond the control of Aer-Flo interfering with the production, supply, transportation, or consumption of the goods covered by this agreement, or with the supply of any raw material used in connection therewith, quantities so affected may be eliminated from the agreement without liability but the agreement shall otherwise remain unaffected. Aer-Flo may during any period of shortage due to any cause, prorate its supply of such goods among its customers under any orders and agreements in such manner as Aer-Flo may deem fair and practicable.
6. **FREIGHT:** Any quotation of freight, transportation, shipping, handling or similar charges are ESTIMATES only UNLESS the quotation is expressed as "Prepay & Add" or is listed on a price schedule or order form from Aer-Flo. For freight quotes other than Prepay & Add quotes, Buyer is solely responsible for all charges connected with freight, transportation, shipping, handling, insurance, demurrage, or similar functions, unless otherwise agreed to in writing by Aer-Flo. For freight quotes expressed as "Prepay & Add", Aer-Flo will quote a total cost of shipping that includes its cost of prepayment to freight company and any additional service charges. Buyer is responsible for any other charges such as insurance, demurrage, handling, etc. Aer-Flo will invoice Buyer for the total cost of freight service. If such charges are by the terms of sale included in the price, any increase becoming effective after seven (7) days after the date of quotation or sale shall be for the account of the Buyer. Due to shipping industry requirements, quotations for freight are effective for seven (7) days only.
7. **MINIMUM ORDER:** Aer-Flo reserves the right to establish a minimum order size for any item or service at the time of quotation or sale. Any such minimum dollar amount shall exclude freight, taxes, handling, and other charges and fees.
8. **MODIFICATIONS:** An order placed with Aer-Flo may be modified only within twenty-four (24) hours of placement and only to the extent of that portion of such order which has not yet been manufactured.
9. **PRICES:** All prices quoted, whether by individual quotation or price list, are FOB: Shipping Point, unless specifically indicated otherwise. Any current quotation or price list is understood to supercede all previous quotations or prices lists for affected items. All price quotations are effective for thirty (30) days after quotation date unless indicated otherwise, and are subject to freight changes after seven (7) days. All prices are for goods only and do not include any services, including installation, unloading, or other post-shipment services. ALL PRICES ARE IN \$ US DOLLARS (\$USD).
10. **RETURNS:** A Return Authorization Number must be obtained from Aer-Flo within five (5) days from receipt of goods and before merchandise may be returned. Returns must be completed within sixty (60) days of invoice. All transportation charges for returned merchandise must be **PREPAID** by the Buyer. Returned saleable merchandise accepted by Aer-Flo for credit is subject to a 15% restocking charge. If any portion of the goods delivered to Buyer are defective or are otherwise not in accordance with contract specifications, Aer-Flo shall have the right in its sole discretion either to replace such defective goods or refund the portion of the purchase price applicable thereto. No goods shall be returned to Aer-Flo without Aer-Flo's written consent. In no event shall Aer-Flo be liable for the cost of processing.
11. **LIMITATION OF LIABILITY:** EXCEPT AS EXPRESSLY SET FORTH IN THIS AGREEMENT, AER-FLO SHALL NOT BE LIABLE TO BUYER OR TO OTHERS FOR ANY DAMAGES WHATSOEVER. AER-FLO SHALL NOT BE LIABLE UNDER ANY CIRCUMSTANCES TO BUYER, OR TO OTHERS, FOR ANY SPECIAL, INDIRECT OR CONSEQUENTIAL DAMAGES, INCLUDING, WITHOUT LIMITATION, LOSS OF ACTUAL OR PROSPECTIVE PROFITS, SALES, BUSINESS ADVANTAGE OR GOODWILL, EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. AER-FLO'S LIABILITY FOR DAMAGES TO BUYER OR OTHERS SHALL NOT EXCEED THE PURCHASE PRICE OF THE GOODS COVERED BY THIS AGREEMENT.
12. **SPECIFICATIONS:** Aer-Flo reserves the right to substitute materials and modify product features provided that the resulting quality is equal or improved. If an inspection or testing of the goods has been agreed upon, such inspection or testing shall be made at Aer-Flo's plant or other source of supply before shipment of the goods, and approval or rejection shall be made promptly and in any event before shipment. No claims will be entertained thereafter. In all other cases Buyer is required to give written notice to Aer-Flo of any claim promptly upon receipt of the goods and in any event not later than five (5) days thereafter, and Aer-Flo shall thereupon be afforded a reasonable opportunity to inspect the goods.
13. **TAXES:** Prices quoted or on any price list do not include city, county, state, or federal taxes, or any other taxes or third party fees unless specifically itemized. All applicable taxes shall be paid by Buyer unless proper exemption certificate is given to Aer-Flo at the time the order is placed.
14. **WARRANTY:** AER-FLO DISCLAIMS ALL WARRANTIES, EITHER EXPRESSED OR IMPLIED, INCLUDING, WITHOUT LIMITATION, IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, ON GOODS SOLD BY AER-FLO UNLESS SPECIFICALLY OFFERED IN WRITING ON A SPECIFIC ITEM. THERE IS NO WARRANTY, EXPRESSED OR IMPLIED, WHICH EXTENDS BEYOND ANY SEPARATE WRITTEN WARRANTY, IF ANY, THAT IS SPECIFICALLY OFFERED BY AER-FLO IN AER-FLO'S QUOTATION OR SALES CONTRACT. DETERMINATION OF THE SUITABILITY OF THE GOODS COVERED BY THIS AGREEMENT FOR THE USE CONTEMPLATED BY THE BUYER OR BUYER'S CUSTOMERS IS THE SOLE RESPONSIBILITY OF THE BUYER IN CONNECTION THEREWITH. BUYER ASSUMES ALL RISK AND LIABILITY FOR LOSS, DAMAGE OR INJURY ARISING OUT OF OR INCIDENT TO THE USE OR POSSESSION OF THE GOODS FURNISHED UNDER THIS AGREEMENT. UNDER NO CIRCUMSTANCES IS AER-FLO RESPONSIBLE FOR COSTS OF HANDLING, TRANSPORTATION, STORAGE, AND/OR INSTALLATION OF ANY PRODUCT.
15. **ENTIRE AGREEMENT:** The above Terms and Conditions represent the entire agreement between Aer-Flo and Buyer with respect to the sale of goods to Buyer by Aer-Flo. This agreement cannot be modified for a specific transaction except in writing, and such modified agreement must be signed by an officer of Aer-Flo and Buyer of specific goods to be covered thereunder. A failure by any party to exercise or delay in exercising any right or power conferred upon it hereunder shall not operate as a waiver of any such right or power.