



AIRSEP CORPORATION TERMS & CONDITIONS - SERVICES ONLY

1. General. These Terms & Conditions – Services Only (these “Terms”) govern Services provided by AirSep where the primary transaction is not the sale of Equipment. The specific Services shall be identified in an AirSep quotation, proposal, statement of work, service order or Order Acknowledgement (the “Scope Document”). The Scope Document and these Terms constitute the entire agreement. Any additional, inconsistent or different terms in Purchaser’s purchase order or other documents are expressly rejected unless accepted in writing by AirSep. “Services” includes labor, supervision, repair, installation, project engineering, advisory, troubleshooting, training, assessment and technical-support services. Service orders may be subject to a minimum order value requirement established by AirSep, calculated before taxes, shipping, or other applicable charges.

2. Payment Terms and Invoices. Unless a different payment schedule is agreed to in writing by AirSep, payment terms are net thirty (30) days. Late payments are subject to a 1.5% monthly late charge calculated per diem. Any checks returned for non-sufficient funds and any stopped or reversed payments shall be subject to a fee. All fees associated with payment processing, including wiring or other banking fees, shall be borne exclusively by Purchaser. If required by AirSep, Purchaser will cause an irrevocable letter of credit to be established in favor of AirSep on a bank approved by AirSep. AirSep is entitled to charge any costs associated with the letter of credit to Purchaser’s account. Performance schedules are conditional upon receipt of the letter of credit within thirty (30) days of award. Purchaser agrees to furnish AirSep with any requested credit information. Purchaser’s credit limit will be set at AirSep’s sole discretion and may be modified at any time based upon Purchaser’s credit risk as determined by AirSep. In the event that Purchaser’s credit risk increases, or Purchaser fails to pay timely, AirSep may suspend performance and/or require alternate payment methods. Purchaser shall notify AirSep of any items disputed in good faith relating to an invoice within fifteen (15) days after the invoice date in writing specifying the nature of the disputed item, but in no event is Purchaser entitled to withhold or set off any invoiced amounts without AirSep’s prior written approval. In the event it becomes necessary for AirSep to refer Purchaser’s account to a third party for collection or for AirSep to take other enforcement action of this Agreement against Purchaser, Purchaser agrees to pay any and all attorney and arbitrator fees, lien filing fees, collection costs and legal expenses associated therewith incurred by AirSep.

3. Taxes. Federal, state, local, value added, sales and use, and other applicable taxes measured on the price of Services in any legal system by any taxing authority are not included in the price unless otherwise agreed in writing by AirSep.

4. Time Limit. All quotations are valid for a period of thirty (30) calendar days, unless otherwise extended in writing by AirSep. If this Agreement is delayed or suspended in whole or in part by Purchaser for more than thirty (30) days, pricing shall either be subject to re-negotiation or the Agreement may be deemed cancelled for Purchaser’s convenience and subject to Section 10, at AirSep’s sole option.

5. Services; AS IS; No Guarantee. All Services are provided on an “AS IS” basis and using commercially reasonable efforts. AIRSEP MAKES NO WARRANTY, EXPRESS, IMPLIED OR OTHERWISE, WITH RESPECT TO THE SERVICES, INCLUDING ANY WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, PERFORMANCE, RESULT OR OUTCOME. Purchaser acknowledges that it does not rely on any representation or warranty concerning the outcome of the Services. AirSep does not guarantee that advice, training, troubleshooting, recommendations, assessments or other Services will achieve any particular operational, technical or commercial result.

6. Purchaser Responsibilities. Purchaser remains solely responsible for operation, maintenance, use and performance of its equipment, systems

and facilities and for determining whether and how to implement any recommendation, advice, training or information provided by AirSep. Purchaser shall timely provide accurate and complete information, safe and unrestricted site access, personnel, equipment and other resources reasonably required for performance. AirSep may rely on Purchaser-furnished information without independent verification.

7. Scope; Additional Services. AirSep is responsible only for Services expressly identified in the Scope Document or a written amendment accepted by AirSep. Anything not expressly included is outside scope. Additional Services will be provided only upon written authorization and at AirSep’s then-current rates unless otherwise agreed in writing.

8. Acceptance. Acceptance of Services occurs at completion. Purchaser shall notify AirSep in writing of any claimed material failure to perform the expressly stated scope within ten (10) days after completion. This acceptance process does not create a warranty or guarantee of result.

9. Disclaimer. THE FOREGOING SERVICE TERMS AND DISCLAIMERS ARE EXCLUSIVE AND IN LIEU OF ALL OTHER CLAIMS OF RELIEF AND WARRANTIES OF QUALITY, PERFORMANCE AND DESIGN, WRITTEN, ORAL OR IMPLIED INCLUDING ANY STATEMENTS CONTAINED IN ANY SCOPE DOCUMENT, AND ALL OTHER WARRANTIES INCLUDING ANY IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, OR THOSE ARISING FROM COURSE OF DEALING OR USAGE OF TRADE, ALL OF WHICH ARE HEREBY EXPRESSLY DISCLAIMED BY AIRSEP AND ALL EQUIPMENT MANUFACTURERS.

10. Termination / Cancellation. Upon AirSep’s Order Acknowledgement, the Purchaser agrees that this order becomes binding and may not be terminated, cancelled, or otherwise modified by the purchaser for any reason, unless expressly agreed to in writing by a duly authorized representative of AirSep. Any attempt to terminate this order following AirSep’s Order Acknowledgement shall be null and void, except where authorized under this Agreement or permitted under applicable law.

11. Force Majeure. AirSep shall have no liability for any delay or failure in performance hereunder, in whole or in part, if such delay or failure arises from (i) compliance in good faith with any regulation, order or request of any foreign or domestic governmental official or agent, whether or not later shown invalid, unauthorized or inapplicable; (ii) the occurrence of any contingency the nonoccurrence of which was a basic assumption at the time this Agreement was made, including without limitation acts of God, fire, flood, accident, riot, war, terrorism, sabotage, cyber-attack, any acts, regulations or laws of any government relating to the sale, quarantine, pandemic, public health emergency, strike, lock-out, slowdown, labor trouble or shortage, breakdown or failure of equipment, carrier delay, or trade restriction; (iii) AirSep’s inability to obtain any required raw material or intermediate product, energy source, equipment, labor, or transportation at prices and on terms deemed by AirSep to be acceptable; (iv) AirSep’s incurring increased costs for compliance with environmental protection, health or safety regulations; (v) AirSep’s increased cost due to material costs or other indirect costs; or (vi) any event or occurrence not within the reasonable control of AirSep, whether or not foreseeable, that makes performance impracticable. If any such circumstances affect only a part of AirSep’s capacity to perform, AirSep may allocate production and deliveries among its customers and its own requirements as AirSep may determine in its sole discretion. At the option of either party, quantities affected by this paragraph may be eliminated from the Agreement without liability, but the Agreement shall remain otherwise unaffected. AirSep shall have no further obligations or liability under this Agreement if in its sole judgment, AirSep’s continued performance under this Agreement would violate export controls, sanctions, or other restrictions on trade imposed

by any domestic or foreign governmental authority whether imposed prior to or after the effective date of this Agreement.

12. On-Site Services; Access; Permits; Suspension. If AirSep agrees to perform installation, then AirSep will take reasonable precautions to identify any obstructions or excavations relating to AirSep's work performed hereunder and will make reasonable efforts to warn vehicle and pedestrian traffic of the potential dangers involved. Notwithstanding the foregoing, Purchaser acknowledges that AirSep cannot be present at the job location at all times and Purchaser agrees that AirSep shall not be responsible for any property damage or personal injury (including death) (collectively, "Damages") to Purchaser or its employees, or to any third party, directly or indirectly arising out of, resulting from, or related to any such obstructions or excavations that have been reasonably identified. Purchaser further agrees that it shall indemnify, defend and hold AirSep harmless from any claims, damages, losses, liabilities, costs, and expenses of any kind, including reasonable attorney's fees (collectively, "Claims") relating to the Damages except to the extent caused by gross negligence or willful misconduct of AirSep's personnel, contractors or subcontractors. Purchaser further agrees that AirSep is not responsible for circumstances that may be deemed as acts of God or any damage that may result from the same. If any unanticipated conditions occur, then AirSep will contact Purchaser and advise Purchaser of the conditions of change and of the additional costs involved. No additional work will be performed without written authorization from Purchaser. Purchaser agrees that all fees proposed for permitting are for AirSep involvement in obtaining and securing permits for the scope of contracted work and that all monies due to the governing agencies issuing the permits are the sole responsibility of Purchaser. Purchaser may choose to reimburse AirSep for the full costs of all permits, in which case, such costs will be charged to Purchaser's account and Purchaser shall pay the invoice for these costs net thirty (30) days. Purchaser will provide free and unrestricted access to AirSep personnel, contractors, subcontractors and equipment necessary in order to complete the contracted work and general conditions as agreed by this Agreement. AirSep's personnel, contractors and subcontractors will take reasonable precautions to minimize any damage to the property, but it is understood that in the normal course of work, some damage may occur, the correction of which is not part of this Agreement. Purchaser accepts this risk and will not hold AirSep's personnel, contractors or subcontractors responsible for any damages except to the extent caused by gross negligence or willful misconduct of AirSep's personnel, contractors or subcontractors. In the event payments are not received in accordance with the terms of this Agreement, AirSep is entitled to immediately suspend all work on the project and to charge de-mobilization and re-mobilization fees to Purchaser's account. Prior to AirSep resuming performance, all progress payment(s), de-mobilization and re-mobilization fees, and interest due shall be paid in full.

13. Additional Services Disclaimer. AirSep is only responsible for such Additional Services as may be specifically assumed by AirSep in writing by a signed amendment to this Agreement. AirSep does not in any way assume any obligations related to the maintenance or operations of the Equipment. All responsibilities related to the maintenance and operation of the Equipment will at all times reside with Purchaser. Given the various factors involved in the maintenance and operation of the Equipment, AirSep is not in any way responsible for the result of any Additional Services, including the outcome of any answers, advice or training given during performance the Additional Services. In that regard, Purchas

er hereby releases any and all claims against AirSep whatsoever related to its provision of Additional Services other than such claims that may result from gross negligence or willful misconduct of AirSep.

14. Intellectual Property and Confidentiality. Unless otherwise agreed to in writing signed by AirSep's duly authorized representative, all right, title and interest in any inventions, developments, improvements or modifications of the Equipment and Services made by AirSep or Purchaser as a result of the Agreement shall exclusively remain with AirSep. Any design, reports, plans, drawings, standards, specifications or other information submitted to Purchaser by AirSep ("AirSep Documents") were developed at AirSep's expense and shall remain AirSep's exclusive property. Without the express prior written consent of AirSep, Purchaser shall not copy or disclose AirSep Documents to any third party, and shall not use them for any purpose other than to install, own, operate, and maintain the subject Equipment or to use the Services, including, without limitation, use with any other project, or for the completion of the project contemplated by this Agreement by others. AirSep Documents are not suitable for use on any other agreement or

project and any reuse of AirSep Documents without the express written consent of AirSep will be at the sole risk of Purchaser, and Purchaser shall indemnify, defend and hold AirSep harmless from any and all claims arising from Purchaser's reuse of AirSep Documents. Upon AirSep's request at any time, Purchaser shall promptly return all AirSep Documents. Purchaser shall defend, indemnify and hold AirSep harmless from all expenses, losses and other damages resulting from any actual or alleged infringement of intellectual property rights arising from AirSep's compliance with Purchaser's designs, specifications or instructions, from the use of the Equipment in combination with other materials, or from the operation of any process.

15. Assignment. This Agreement may not be transferred or assigned by Purchaser by operation of law or otherwise without the prior express written consent of AirSep. Any transfer or assignment by Purchaser of any rights, duties or obligations without AirSep's consent shall be void.

16. Limitation of Liability. NOTWITHSTANDING ANYTHING TO THE CONTRARY IN THIS AGREEMENT, IN NO EVENT SHALL AIRSEP, ITS AFFILIATES, SUPPLIERS AND SUBCONTRACTORS BE LIABLE TO PURCHASER OR TO ANY THIRD PARTY FOR ANY SPECIAL, INDIRECT, INCIDENTAL, PUNITIVE OR CONSEQUENTIAL DAMAGES, INCLUDING BUT NOT LIMITED TO LOSS OF PROFITS, LOSS OF USE, COST OF CAPITAL, COST OF SUBSTITUTE EQUIPMENT, DOWNTIME COSTS, COST OF DELAYS, OR FOR ANY PENALTIES, WHETHER ANY SUCH CLAIM FOR THE SAME IS BASED ON CONTRACT, WARRANTY, TORT, NEGLIGENCE, STRICT LIABILITY, INDEMNIFICATION OR OTHERWISE. NOTWITHSTANDING ANYTHING TO THE CONTRARY IN THIS AGREEMENT, AIRSEP'S TOTAL LIABILITY ARISING OUT OF THIS AGREEMENT FOR ANY CLAIMS WHETHER IN CONTRACT, WARRANTY, NEGLIGENCE, TORT, STRICT LIABILITY, INDEMNIFICATION OR OTHERWISE, OR FOR ANY LOSS OR DAMAGE ARISING OUT OF, CONNECTED WITH THIS AGREEMENT OR THE PERFORMANCE OR BREACH THEREOF, OR FROM ANY DESIGN, SALE, INSTALLATION, OPERATION OR USE OF THE EQUIPMENT OR PERFORMANCE OF ANY SERVICES UNDER THIS AGREEMENT, SHALL IN NO EVENT EXCEED TEN PERCENT (10%) OF THE PURCHASE PRICE PAID TO AIRSEP BY PURCHASER, OR, IF OTHERWISE PROHIBITED BY APPLICABLE LAW, THEN THE AMOUNT ACTUALLY PAID FOR THE SPECIFIC EQUIPMENT OR PART THEREOF OR FOR THE SERVICES GIVING RISE TO THE CLAIM.

17. Export Sales; Compliance with Trade Laws. In no event shall AirSep be required to export or deliver any technical information, data, Services or Equipment if such export or delivery is then prohibited or restricted by any law or regulation of the U.S. Government, including departments, agencies and sub-divisions thereof or of any other applicable governmental agency of any country having jurisdiction, including the country in which the Equipment or Services to be sold will be installed, used, or performed. Should AirSep's performance of its obligations hereunder be prohibited by any applicable governmental agency, in whole or in part, or if the exportation or importation of the Equipment which is the subject of this Agreement be precluded because of the inability to obtain an export or import license within a reasonable time, as appropriate, then AirSep's obligations hereunder shall be terminated at AirSep's option, and AirSep shall be entitled to reasonable cancellation charges. Unless otherwise agreed in writing by AirSep, Purchaser accepts all responsibility for exporting and importing any Equipment sold hereunder outside of the U.S., will be the exporter of record and importer of record, and will be responsible for filing any documents, obtaining any licenses required by the U.S. or other government agencies, and paying all duties and taxes necessary for exportation and importation. Purchaser agrees not to export, re-export or import any Equipment, technical information or data of AirSep without full compliance with U.S. and other laws of countries having jurisdiction and shall cause the end user of Equipment or Services to comply with such applicable laws. Purchaser warrants and represents that it is in full compliance with all such applicable export and import laws, including but not limited to, the International Traffic in Arms Regulations, the Export Administration Regulations, and all U.S. anti-boycott and embargo regulations, and Purchaser shall provide AirSep with such written assurances of compliance as requested by AirSep from time to time. Specifically, Purchaser agrees not to export, re-export, sell or lease any Equipment or components thereof or technical data supplied by AirSep to a prohibited person, to a prohibited country, or for a prohibited use under the U.S. or any other applicable trade laws.

Purchaser agrees to indemnify and hold AirSep harmless from and against any and all damages and expenses (including attorneys' fees) resulting from Purchaser's violation of applicable export and import regulations.

18. Compliance with Anti-Bribery Laws. Purchaser warrants and represents that it is familiar with the requirements of the U.S. Foreign Corrupt Practices Act and other similar anti-bribery laws, including without limitation, the OECD Antibribery Convention and the UK Bribery Act, that it has not and will not violate those laws as may be amended from time to time, and that it neither has nor will it offer, make, or agree to make, directly or indirectly, any gift or payment of any kind or any political contribution in violation of such laws. Purchaser shall provide AirSep with such written assurances of compliance with such laws as requested by AirSep from time to time. Any payment, offer of payment, or agreement to make a payment that is contrary to the laws of the United States or the laws of the country in which it is made, or any other payment in conflict with this clause, will constitute a material breach of this Agreement, and any obligation of AirSep hereunder shall automatically terminate upon such breach without further liability to AirSep. Purchaser agrees to indemnify and hold AirSep harmless from and against any and all damages and expenses (including attorneys' fees) resulting from Purchaser's violation of the requirements referenced in this Section.

19. Governing Law; Arbitration. This Agreement and any claim, controversy or dispute arising under or related to the Agreement, the relationship of the parties, and the interpretation and enforcement of the rights and duties of the parties is exclusively governed by the laws of the State of New York, excluding its conflicts of law principles and excluding the United Nations Convention on Contracts for the International Sale of Goods. Purchaser waives all causes of action arising under this Agreement after one year from the date of the occurrence of the event giving rise to any such claim, waives any sovereign immunity claims or defenses, and consents to and will not contest personal jurisdiction in the local and federal courts of Buffalo, New York. Except for account collection disputes, any disputes, controversies or claims arising out of or relating to this Agreement, or the breach thereof which cannot be resolved amicably within sixty (60) days, shall be settled by binding arbitration. This agreement to submit to binding arbitration shall be specifically enforceable under the prevailing arbitration law. The award of the arbitrator shall be final, and a judgment may be entered upon it by any court having jurisdiction. A party desiring to invoke this arbitration provision shall serve written notice upon the other of its intention to do so and the name of an impartial individual who is knowledgeable in matters pertaining to AirSep's industry to serve as an arbitrator. If the other party objects within fifteen (15) days to the arbitrator proposed, and the parties fail to agree on an arbitrator within thirty (30) days thereafter, then the arbitrator shall be appointed by the

arbitration tribunal. For domestic sales, the arbitration shall be conducted in accordance with the Commercial Arbitration Rules of the American Arbitration Association then prevailing. For international sales, the arbitration shall be conducted in accordance with the International Arbitration Rules then prevailing of the International Centre for Dispute Resolution. Unless the parties agree otherwise, all arbitrations shall be conducted and all related documents submitted shall be in the English language in Buffalo, New York, and the arbitrator shall apply the substantive governing laws as specified above. All awards granted by the arbitrator shall be final and binding on the parties and shall include interest from the date of any breach or default and from the date of the award until paid in full. Judgment may be entered on any award or decision of the arbitration panel by either party in a court of competent jurisdiction. The arbitrator may grant emergency interim relief according to the applicable arbitration rules, and shall award costs, fees and other expenses of the arbitration, including reasonable attorney's fees, to the party not in default. If Purchaser fails to promptly assume AirSep's defense when requested to do so as required under this Agreement, then AirSep may defend with counsel of its own choice at the expense of Purchaser.

20. Miscellaneous. The Agreement as defined in Section 1 constitutes the complete and exclusive agreement between AirSep and Purchaser and there are no agreements, understandings, restrictions, warranties, or representations between AirSep and Purchaser other than those set forth herein. If any provision, or any part thereof, of this Agreement is found by any court or governmental agency of competent jurisdiction to be invalid or unenforceable for any reason whatsoever, then such provision shall be deemed revised and applied to the maximum extent allowed by applicable law, and such invalidity or unenforceability shall not affect the remainder of such provision or any other provision here which shall remain in full force and effect. All obligations herein shall survive termination, expiration or completion of this Agreement. No term or condition is intended for the benefit of any third party, and the parties do not intend any term or condition to be enforceable by a third party, including any end user of Equipment or Services. AirSep's failure on any occasion to insist on strict performance of any term or condition hereof shall not constitute a waiver of compliance with such term or condition on any other occasion or a waiver of any default. References to any statutory provision, enactment, order, regulation or other similar instrument shall be construed as a reference to the statutory provision, enactment, order, regulation or instrument as amended, replaced, consolidated or re-enacted from time to time and shall include any orders, regulations, codes of practice, instruments or other subordinate legislation made under it. The headings used throughout are for convenience only and shall be given no legal effect. Fax copies and portable document format (.pdf) electronic transmissions shall be given the full force and effect as the original.