

SOLAIR's General Terms and Conditions (Sales)

In connection with an order from the buyer (the "Buyer") to purchase from Solair Group, LLC, or any of its subsidiaries or affiliates ("SOLAIR"), certain products, goods and/or services (the "Product(s)") as set forth in SOLAIR's offer or quotation that references or incorporates these terms and conditions or is otherwise attached hereto (the "Quote"), Buyer agrees and accepts SOLAIR's terms and conditions of sale as forth below (the "Terms", and together with the Quote, the "Agreement").

1. **Price.** Unless otherwise specifically stated in the Quote, the prices in the Quote are for the Product only and do not include: (a) any assembly, installation, setup or other services; (b) sales, excise, use or other taxes, import/export duties, fees or similar charges now in effect or hereafter levied by reason of the transactions contemplated under this Agreement (collectively, "Taxes"); or (c) freight or insurance costs and expenses are not included in the price for the Product(s). Buyer will bear all Taxes and such other costs and expenses. Prices do not include written or verbal change orders or changes in shipping or other costs related to change orders accepted by SOLAIR, amounts for which shall be separately invoiced and paid by the Buyer pursuant to the payment terms below.

2. **Payment Terms.** Subject to credit approval, all payments and amounts due hereunder for domestic orders are due within thirty (30) days of the date of the invoice, unless otherwise specified in the Quote. For orders placed by international customers, all payments and amounts due hereunder shall be due cash-in-advance (C.I.A.). All payments shall be made to SOLAIR pursuant to the payment instructions and method of payment as set forth in the Quote or as otherwise provided by SOLAIR in its sole discretion. SOLAIR reserves the right to require alternative payment terms, including, without limitation, site draft, letter of credit or payment in advance. Buyer shall not withhold payment of any amounts due and payable to SOLAIR by reason of any set-off of any claim or dispute with SOLAIR, whether relating to SOLAIR's breach or otherwise. If Buyer fails to pay any sum within fourteen (14) days after its original due date as set forth above, interest will be added to the customer's outstanding balance at the rate of one and one-half percent (1.5%) per month or the maximum legal rate, whichever is less, for unpaid invoices with the interest calculated as of the original due date and accruing thereafter on a daily basis until payment is made in full. In the event any account related to this Agreement is placed in the hands of an attorney for collection, Buyer also shall pay all SOLAIR's fees, expenses, and costs of collection, including reasonable attorneys' fees.

3. **Delivery.** Subject to availability of the finished Products (or any materials or components required to manufacture or assemble same), SOLAIR shall use commercially reasonable efforts to satisfy its delivery obligations pursuant to this Section by the delivery date specified in the Quote; provided, however, any such date shall be a good-faith estimate only. SOLAIR shall not be liable for any delays, loss or damage in transit. Unless otherwise agreed in writing by the parties, SOLAIR shall deliver the Products FCA (Incoterms 2020) SOLAIR's location as specified in the Quote (the "Delivery Point"). Products shall be packaged by SOLAIR consistent with generally accepted industry standards or as otherwise required in order to comply with applicable laws. SOLAIR may, in its sole discretion, without liability or penalty, make partial shipments of Products to Buyer. Each shipment will constitute a separate sale, and Buyer shall pay for the units shipped whether such shipment is in whole or partial fulfillment of Buyer's purchase order. If for any reason Buyer fails to accept delivery of any of the Products at the Delivery Point, or if SOLAIR is unable to deliver the Products at the Delivery Point on such date because Buyer has not provided appropriate instructions, documents, licenses or authorizations: (i) risk of loss to the Products shall pass to Buyer; (ii) the Products shall be deemed to have been delivered; and (iii) SOLAIR, at its option, may store the Products until Buyer picks them up, whereupon Buyer shall be liable for all related costs and expenses (including, without limitation, storage and insurance).

4. **Title and Risk of Loss.** Title and risk of loss passes to Buyer upon delivery of the Products at the Delivery Point. As collateral security for the payment of the purchase price of the Products, Buyer hereby grants to SOLAIR a lien on and security interest in and to all of the right, title and interest of Buyer in, to and under the Products, 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. The security interest granted under this provision constitutes a purchase money security interest under the applicable Uniform Commercial Code governing this Agreement.

5. **Cancellation.** Sale of the Products cannot be cancelled or modified by Buyer without SOLAIR's prior written consent. In the event of permitted cancellation, any work completed, including all labor costs and any inventory or materials acquired by SOLAIR with respect to the Products will be purchased or reimbursed by Buyer pursuant to a pro-rata invoice covering such items as provided by SOLAIR upon cancellation by Buyer. If SOLAIR permits cancellation without any such charge, SOLAIR reserves the right to charge customer a restocking fee for applicable products equal to 25% of the price of the returned products as set forth in the Quote.

6. **Inspection.** Buyer shall inspect Products received under this Agreement within 5 days of SOLAIR's delivery of the Products to Buyer ("Inspection Period") and either accept or, only if any such Products do not conform to the type or quantity specified in the Quote ("Nonconforming Products"), reject such Products by written notice to SOLAIR. Buyer will be deemed to have accepted Products unless it provides SOLAIR with written notice of any Nonconforming Products within 5 days following the Inspection Period. If Buyer timely notifies SOLAIR of any Nonconforming Products, SOLAIR shall

determine, in its reasonable discretion, whether the Products are Nonconforming Products. If SOLAIR determines that such Products are Nonconforming Products, SOLAIR shall, in its sole discretion, either: (i) replace such Nonconforming Products returned by Buyer to SOLAIR with conforming Products; or (ii) refund to Buyer such amount paid by Buyer to SOLAIR for such Nonconforming Products returned by Buyer to SOLAIR. THE REMEDIES SET FORTH IN THIS SECTION ARE BUYER'S EXCLUSIVE REMEDY FOR THE DELIVERY OF NONCONFORMING PRODUCTS. Except as provided under this Section, Buyer has no right to return Products shipped to Buyer pursuant to this Agreement.

7. **Product Warranty.** (a) SOLAIR warrants that the Products will be free from defects in workmanship and materials, and with respect to any services specified on the Quote such services shall be performed consistent with industry standards and pursuant to the applicable specifications for the particular services included in the Quote, in each case for a period of 12 months from the date of delivery to, or completion of the services for, the Buyer (the "Warranty Period"). No claims under this product warranty shall be valid unless the Buyer notifies SOLAIR, in writing, of the defect within sixty (60) days after such defect is first discovered, but in no event later than thirty (30) days after the expiration of the applicable warranty period, and the Buyer or customer processes its claim using proper warranty claim procedures as may be provided by SOLAIR from time-to-time. SOLAIR is entitled to demand that the Product which is claimed to be defective is sent to the distribution facility from which the delivery was originally made. If the Product is defective, SOLAIR shall be responsible for reasonable and necessary transportation, travel, labor and material costs. SOLAIR can opt to have the defect rectified either by its own employees or by a service provided commissioned by SOLAIR. No compensation shall be provided for the costs of repair work performed by third parties that is commissioned by the Buyer without the explicit consent of SOLAIR. SOLAIR will provide the warranty remedy within a commercially reasonable time. Serviceable, overhauled or surplus product shall be sold and delivered without any liability for defects. An immediate inspection prior to the conclusion of the agreement is strongly recommended, as subsequent objections shall not be acknowledged. (b) SOLAIR's sole obligation under this Product Warranty is limited to the repair or replacement of any products or parts which SOLAIR, in its sole discretion, determines to be defective in materials or workmanship, at SOLAIR's option (replacement parts may be new or factory approved reconditioned parts, at SOLAIR's discretion). All defective parts removed will become SOLAIR's property. (c) SOLAIR's liability with respect to any defects or failures of the Products sold shall be limited to the Product Warranty provided herein and in no event shall SOLAIR's maximum liability exceed the cost of furnishing a replacement for a defective product or part. SOLAIR SHALL NOT BE SUBJECT TO ANY OTHER OBLIGATIONS OR LIABILITIES, WHETHER ARISING OUT OF BREACH OF CONTRACT, WARRANTY, TORT (INCLUDING NEGLIGENCE AND STRICT LIABILITY) OR UNDER OTHER THEORIES OF LAW OR EQUITY, WITH RESPECT TO GOODS SOLD BY SOLAIR, OR ANY UNDERTAKINGS, ACTS OR OMISSIONS RELATING THERETO. Without limiting the generality of the foregoing, SOLAIR specifically disclaims any liability for property damages, penalties, special or punitive damages, damages for lost profits or revenues, down-time, lost good will, cost of capital, cost of substitute goods or services, or for any other types of economic loss, or for claims of the Buyer, or its customers or any third party for any such damages, costs or losses. (d) This warranty shall not apply to ordinary wear and tear; negligence; acts of God; vandalism; abuse; misuse; neglect; accident or causes beyond the reasonable control of SOLAIR, including without limitation fires, freezing, floods and other natural disasters; overloading; unauthorized altered, modified or changed products or parts; products or parts which have not been properly installed, stored, operated or maintained or which have been improperly adjusted; neglect or willful damage; any products or parts not provided by SOLAIR; any products or parts which have been repaired outside of SOLAIR's facility unless authorized in writing by SOLAIR; or damages caused by failure to follow the instructions for use and handling or maintenance procedures (if any) outlined in the applicable manual or technical bulletins issued by SOLAIR. (e) THE ABOVE WARRANTIES ARE EXCLUSIVE AND IN LIEU OF ALL OTHER REPRESENTATIONS AND WARRANTIES, EXPRESS OR IMPLIED, AND SOLAIR EXPRESSLY DISCLAIMS AND EXCLUDES ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR ANY PARTICULAR PURPOSE, AND ANY WARRANTIES ARISING FROM COURSE OF DEALING OR USAGE OF TRADE.

8. **Services; Ownership and Storage.** (a) If the Quote includes services, including repair, calibration and testing, to be performed by SOLAIR on equipment or any other tangible property of every description provided by Buyer, either directly or indirectly, to SOLAIR in connection with or related to this Agreement including for purposes of evaluation or quoting by SOLAIR (collectively, "Bailed Property"), such Bailed Property is and will remain the property of Buyer (except as otherwise set forth below) to be held by SOLAIR on a bailment-at-will basis. SOLAIR shall use the Bailed Property only as required to perform its obligations under this Agreement. Once Buyer retakes possession of the Bailed Property, the bailment-at-will arrangement shall automatically terminate. (b) The parties expressly acknowledge and agree that: (i) Buyer may not access or retake possession of any Bailed Property without full payment of any outstanding fees for services performed by SOLAIR, if any, or Storage Fees (defined below) as applicable; and (ii) for applicable services, and only as applicable, all replacement parts, additions, improvements, and accessories applied by SOLAIR to such Bailed Property will automatically become Buyer's property upon their incorporation into or attachment to the Bailed Property and payment in full of the related invoice(s). (c) For any Bailed Property that Buyer fails to retrieve from SOLAIR within 15 days (the "Storage Notice Period") following either: (i) the date all services have been completed and the Bailed Property has been

made available for pickup or delivery to Buyer as applicable, or (ii) written notice from SOLAIR to Buyer advising that Buyer must make arrangements to retrieve any items for which Buyer has not accepted or confirmed a quote for services from SOLAIR, SOLAIR reserves the right to charge reasonable storage fees for such items or Bailed Property (“Storage Fees”) effective as of the date immediately following the Storage Notice Period (the “Storage Fee Start Date”). If Buyer does not pay any such Storage Fees or other amounts due, and fails to retrieve the items covered under this subsection within 90 days following the Storage Fee Start Date, SOLAIR reserves the right to, and Buyer expressly acknowledges and agrees SOLAIR shall be entitled to, rightfully claim ownership free and clear and take lawful title to any such items immediately upon written notice to Buyer regarding same. If SOLAIR exercise its right to take ownership of such times, Buyer expressly and explicitly waives any right to object or challenge such SOLAIR’s ownership, and agrees to execute any documents or other instruments as reasonably requested by SOLAIR to evidence such change in title; provided, however, Buyer’s failure to take such actions or sign any documents shall not impair or otherwise adversely impact SOLAIR’s vesting of title and ownership of such items.

9. **Compliance.** The parties agree to comply with all laws applicable to their respective duties and obligations under this Agreement, including, any laws or regulations governing the Product(s). Buyer shall be solely responsible for ensuring compliance with any import or export laws that may be applicable to Buyer’s purchase under the Agreement.

10. **SOLAIR’s Property.** All specifications, samples, designs, models, documents, data, pricing and other material and information furnished or paid for by SOLAIR pursuant to this Agreement shall be and remain the property of SOLAIR and shall be delivered to SOLAIR or otherwise disposed of in accordance with SOLAIR’s instructions. Buyer assumes all risk and liability for loss of or damage to SOLAIR’s property in its custody or control, except for normal wear and tear, and shall insure such property at its own expense for an amount at least equal to the replacement cost thereof. All information of SOLAIR shall be kept confidential and shall not be disclosed by Buyer and such information and other property of SOLAIR shall be used only in the proper performance of this Agreement and may not be used for other purposes.

11. **Termination.** In addition to any remedies that may be provided under these Terms, SOLAIR may terminate this Agreement with immediate effect upon written notice to Buyer, if Buyer: (a) fails to pay any amount when due under this Agreement; (b) has not otherwise performed or complied with any of the Terms, in whole or in part; or (c) becomes insolvent, files a petition for bankruptcy or commences or has commenced against it proceedings relating to bankruptcy, receivership, reorganization, or assignment for the benefit of creditors.

12. **Indemnity.** Buyer shall indemnify, defend and hold harmless SOLAIR and its managers, officers, employees, agents, affiliates, successors and assigns against any and all losses, damages, liabilities, deficiencies, claims, actions, judgments, settlements, interest, awards, penalties, fines, costs, or expenses of whatever kind (including, without limitation, attorneys’ fees and the costs of enforcing any right to indemnification under this Agreement), relating to, arising out of or resulting from any claim arising out of or occurring in connection with the Products purchased from SOLAIR (other than warranty claims) or Buyer’s negligence, willful misconduct or breach of this Agreement.

13. **Limitation of Liability.** IN NO EVENT SHALL SOLAIR BE LIABLE TO BUYER OR ANY THIRD PARTY FOR ANY LOSS OF USE, REVENUE OR PROFIT, OR FOR ANY CONSEQUENTIAL, INDIRECT, INCIDENTAL, SPECIAL, EXEMPLARY, OR PUNITIVE DAMAGES WHETHER ARISING OUT OF BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE), OR OTHERWISE, REGARDLESS OF WHETHER SUCH DAMAGES WERE FORESEEABLE AND WHETHER OR NOT SOLAIR HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, AND NOTWITHSTANDING THE FAILURE OF ANY AGREED OR OTHER REMEDY OF ITS ESSENTIAL PURPOSE. IN NO EVENT SHALL SOLAIR’S AGGREGATE LIABILITY ARISING OUT OF OR RELATED TO THIS AGREEMENT, WHETHER ARISING OUT OF OR RELATED TO BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE), OR OTHERWISE, EXCEED TEN (10) PERCENT OF THE CUMULATIVE AMOUNT ACTUALLY RECEIVED BY SELLER FROM BUYER OF BUYER’S PURCHASE PRICE OF THE RELEVANT PRODUCTS.

14. **Disclaimer.** WITH THE EXCEPTION OF THE PRODUCT WARRANTY SET FORTH ABOVE, PRODUCTS ARE SOLD “AS IS” AND WITHOUT WARRANTIES OF ANY KIND (EXPRESS OR IMPLIED). SOLAIR MAKES NO WARRANTY WHATSOEVER WITH RESPECT TO THE PRODUCTS, INCLUDING ANY (a) WARRANTY OF MERCHANTABILITY; (b) WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE; OR (c) WARRANTY AGAINST INFRINGEMENT OF INTELLECTUAL PROPERTY RIGHTS OF A THIRD PARTY; WHETHER EXPRESS OR IMPLIED BY LAW, COURSE OF DEALING, COURSE OF PERFORMANCE, USAGE OF TRADE OR OTHERWISE.

15. **Survival.** The obligations of the parties under this Agreement which by their nature would continue beyond the termination, cancellation or expiration of this Agreement, including by way of illustration and not limitation, those in Sections 2, 7, 8, 10, 11, 12, 13, 14, 16, 17, 18, and 20, and this Section shall survive termination, cancellation or expiration of this Agreement.

16. **Force Majeure.** SOLAIR shall not be liable or responsible to Buyer, 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 SOLAIR 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, epidemics or pandemics recognized by the applicable state, local or federal government agencies, lockouts, 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, or telecommunication breakdown or power outage.

17. **Assignment; Amendment.** This Agreement may not be assigned or transferred by Buyer, without the written consent of SOLAIR. The Terms and the Quote may only be amended or modified in a writing stating specifically that it amends the Terms or the Quote, as applicable, and is signed by an authorized representative of each party.

18. **Governing Law; Venue.** THIS AGREEMENT AND ALL QUESTIONS ARISING HEREUNDER SHALL BE GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH, THE LAWS OF THE STATE OF TEXAS, WITHOUT REGARD TO THE CHOICE OR CONFLICT OF LAWS RULES AND PRINCIPLES OF TEXAS. THE UNITED NATIONS CONVENTION ON CONTRACTS FOR THE INTERNATIONAL SALE OF PRODUCTS SHALL NOT APPLY TO AND IS EXPRESSLY EXCLUDED. Any legal suit, action, or proceeding arising out of or relating to this Agreement shall be instituted in the federal courts of the United States of America or the courts of the State of Texas, in each case located in the County of Dallas, and each party irrevocably submits to the exclusive jurisdiction of such courts in any such suit, action, or proceeding.

19. **Severability.** If any provision of this Agreement shall be invalid, illegal or unenforceable, it shall, to the extent possible, be modified in such manner as to be valid, legal and enforceable, but so as to most nearly retain the intent of the parties, and if such modification is not possible, such provision shall be severed from this Agreement, and in either case, the validity, legality and enforceability of the remaining provisions of this Agreement shall not in any way be affected or impaired thereby.

20. **Waiver; Entire Agreement.** No waiver by SOLAIR of any of the provisions of this Agreement is effective unless explicitly set forth in writing and signed by SOLAIR. No single or partial exercise, failure to exercise, or delay in exercising, of any right, remedy, power or privilege hereunder precludes any other or further exercise thereof or the exercise of any other right, remedy, power or privilege, nor may be construed as a waiver thereof. These Terms and the accompanying Quote comprise the entire agreement between the parties, and supersede all prior or contemporaneous understandings, agreements, negotiations, representations and warranties, and communications, both written and oral. In the event of a conflict between the Quote, these Terms and any other agreement between the parties, the Quote shall prevail over the Terms and any other agreement (unless otherwise mutually agreed upon and set forth in such other agreement).