

TERMS AND CONDITIONS OF PURCHASE

Airvac, Inc., USA (2026)



All goods and services procured by Airvac, Inc. (the "Buyer") shall be in accordance with the following terms and conditions, unless otherwise stated, in writing and signed by Buyer:

1. **ACCEPTANCE** – Buyer's purchase order (each, a "Purchase Order") constitutes Buyer's offer to purchase from Seller the goods and/or services specified therein upon these Terms and Conditions of Purchase (together with the Purchase Order, the "Terms") and such terms shall become a binding upon the earlier of (i) Seller's acknowledgement or (ii) by Seller's full or partial performance under this Agreement.
2. **COMPLETE AGREEMENT** – The Terms shall constitute the complete agreement between the parties and may not be altered or modified except in writing duly executed by each party. No terms and conditions stated in or attached to Seller's communications to Buyer, including but not limited to acknowledgements or invoices, are applicable to the Terms in any way and are not to be considered Seller's exceptions to any provisions of the Terms. Trade custom, trade usage and past performance are superseded by the Terms and shall not be used to interpret the Terms.
3. **CHANGES** – Buyer at any time shall have the right to make changes to its order, including, without limitation, in the quantities, specifications or delivery schedule. Any such change, which has a significant impact on Seller's time or cost of performance, shall entitle either Seller or Buyer to an equitable adjustment. However, no additional charge will be allowed unless authorized by Buyer's prior written consent. Information, such as technical direction or guidance provided to Seller by representatives of the Buyer in connection with the Seller's performance of the Terms, shall not be construed either as a change within the meaning of this provision or as direction to proceed outside the scope of the Terms.
4. **CANCELLATION** – Buyer reserves the right to cancel any Purchase Order in whole or in part upon notice to Seller, without liability to Buyer for any claims of the Seller. Cancellation shall not have the effect of waiving damages the Buyer might otherwise be entitled to.
5. **NO PUBLICITY** – Seller shall not, without first obtaining the written consent of Buyer, in any manner advertise, publish, or disclose the fact that Seller has contracted with Buyer to furnish the goods herein ordered nor any of the details connected with the Terms to any third party except as herein specified and except as may be required to perform the Terms.
6. **DELIVERY – TIME IS OF THE ESSENCE** for delivery to Buyer hereunder. Seller shall promptly provide written notification to Buyer of any possible or actual delay in performance hereunder and shall provide all relevant information concerning the cause for such delay. Buyer reserves the right to charge a penalty of 0.5% of the purchase price of the order for each calendar week by which the delivery period is delayed up to a maximum of 5% of the purchase price of the order and to deduct this amount from the agreed purchase price. In no event, however, shall such notice relieve Seller of its obligations under the Terms. Deliveries shall be strictly in accordance with the schedule set out or referred to in the Purchase Order and in the exact quantities ordered. In no event shall Buyer be liable for any excess goods shipped by Seller. Buyer reserves the right at Seller's expense to return goods shipped not in accordance with the Purchase Order.
7. **WARRANTY** – Seller warrants and guarantees that its goods and services will (a) be delivered to Buyer in a ready to use and good working conditions, free from any and all nonconformities and defects; (b) be free from any defects in workmanship, material and design; (c) conform to all applicable descriptions, specifications, samples, or formula provided by Buyer or Buyer's affiliates or customers; (d) be in new condition, and free from any used or reconditioned parts, (e) be fully fit for their particular purpose and operate as intended; (f) be merchantable; (g) be free and clear of all liens, security interests or other encumbrances; and (h) be in compliance with all relevant governmental and industry standards, laws, rules and regulations, in each case for a period of sixty-two (62) months from acceptance.
8. **NONCONFORMANCE** – If Buyer gives Seller notice of noncompliance pursuant to the Terms, Seller shall, at its own cost and expense, promptly, but no later than within 30 days after Buyer's election: (i) replace or repair the defective or nonconforming goods and pay for all related expenses, including, but not limited to, transportation charges for the return of the defective or nonconforming goods to Seller and the delivery of repaired or replacement goods to Buyer; or (ii) credit or refund the price of such goods or services plus any inspection, testing and transportation charges paid by Buyer, less any applicable discounts, rebates, or credits. If applicable, Seller will reimburse Buyer for all labor, material, and travel costs related to any defect in the goods or services.
9. **PROPRIETARY INFORMATION** – Seller agrees that Buyer's designs, specifications, formulas, data, manufacturing information, supplier information, customer, information, and all other information relating to Buyer's business are Buyer's proprietary and confidential information ("Proprietary Information"). Seller shall not disclose Proprietary Information to others or utilize Proprietary Information for purposes other than supplying the goods covered by an applicable Purchase Order. Seller shall return all Proprietary Information and copies thereof to Buyer upon completion of Seller's obligations hereunder or upon Buyer's request at any earlier time. All drawings, patterns, tools (if such tools are useful only to produce goods ordered), or other items made preparatory to production of any goods purchased hereunder are also Buyer's Proprietary Information and property and upon demand shall be delivered to Buyer.
10. **RIGHT-OF-ACCESS** – Notwithstanding (i) payment, (ii) passage of title, or (iii) prior inspection or test, all goods or services shall be subject to Buyer's final acceptance, inspection and testing, which may be conducted on or after the delivery date. Buyer reserves the right to verify purchased goods at any location work associated with the goods are located. Further, Buyer shall have the right to inspect Seller's work hereunder during normal business hours to ensure that all relevant standards and specifications are met. Buyer's inspection does not absolve Seller of the responsibility for the quality of goods, and shall not preclude subsequent rejection by Buyer.
11. **PACKING & SHIPPING** – No change shall be allowed for handling, packing, crating or storage without prior written permission of Buyer. Goods shall be packaged in a method to preserve and protect from damage and/or degradation. All goods are to be suitably prepared for shipment by Seller in accordance with generally acceptable commercial practices. Seller shall cause the goods to be labeled to conform to all requirements of applicable laws. Seller shall identify the Purchase Order number on Seller's invoice, packing list, bill of lading or on any packages. Seller shall attach a packing list to each shipment, in addition to forwarding a copy of the invoice to Buyer and Accounts Payable (ap.accounting@airvac.com). Unless otherwise stated on the face of the Purchase Order, all goods shall be delivered DAP Buyer's location.
12. **PRICING** – Any Purchase Order must not be filled at prices higher than last quoted by Seller without Buyer's written consent. Seller represents that the prices to be paid or otherwise charged to Buyer are not any higher than the lowest price for such goods or services offered by Seller to any other of its customers. Seller shall be responsible for and pay all federal, state, and local sales, use, income, excise, property, employment, and other taxes, fees, duties, levies, assessments, charges or conditions similar to, or differing from, any of the foregoing, incurred or levied on or in connection with the manufacture of goods, provision of services, or relating to Seller's own property. Buyer shall be responsible only for taxes arising from its ownership

of the goods. Seller agrees to indemnify and hold harmless Buyer against any loss, liability or expense resulting from Seller's failure to pay such taxes, fees, duties, levies, assessments, charges or conditions it is responsible for under the Terms.

13. **TARRIF TRANSPARENCY AND PRICE ADJUSTMENTS** - Seller acknowledges that changes in tariffs, duties, or other government-imposed charges in the United States may affect the cost of goods. In the event of such changes, Seller shall notify Buyer in writing without delay and provide updated pricing that clearly separates the impact of any new or modified tariffs from the base product price.

All quotations and invoices must include a separate line item specifying the exact tariff amount applicable to each product, where relevant. Bundling tariffs into the overall price without itemization is not permitted. Failure to provide such breakdown may result in delayed payments or rejection of the invoice. Buyer reserves the right to review and approve any tariff-related price changes and to negotiate or reject orders affected by such changes, especially if notice is not provided in a timely manner.

14. **HAZARDOUS MATERIALS** – Seller shall notify Buyer in writing upon acceptance of a Purchase Order if goods ordered therein are subject to laws or regulations relating to hazardous or toxic substances, or when disposed of, to regulations governing hazardous wastes, or any other applicable environmental, health, or safety laws or regulations. Instructions for handling, warnings, and material safety data sheets shall be provided with each shipment. Seller shall submit to Buyer with each shipment, a copy of all relevant MSDS sheets.
15. **PAYMENT** - Buyer shall remit payment to Seller within sixty (60) days of Buyer's receipt of Seller's invoice. Payment by Buyer hereunder shall not be deemed an acceptance of the goods, or work, performed hereunder by Seller. Time for payment shall not be of the essence. Seller is not entitled to delay or suspend delivery of the goods under any Purchase Order or any other order or contract between the parties as a result of sums being delinquent. No payment of or on account of any Purchase Order price shall constitute an admission by Buyer as to the proper performance by Seller of its obligations. Buyer may set off against the price amounts due from Seller, whether under any applicable contract of sale or otherwise.
16. **TITLE** – Seller warrants full and unrestricted title for all goods and/or related services furnished by Seller hereunder, free and clear of any and all liens, restrictions, reservations, security interests, and encumbrances. Care, custody and control of such goods remains with Seller until such time as Buyer takes physical possession or otherwise agrees in writing. Seller shall carry on its work and manufacture of goods at its own risk until the goods are fully completed and accepted by the Buyer. In the case of any accident, destruction or injury to the goods before the final completion and acceptance, Seller shall repair or replace such goods at its own expense and to the Buyer's satisfaction.
17. **INTELLECTUAL PROPERTY WARRANTY** – Seller warrants that the manufacture, use, sale, offer for sale, importation, and/or exportation ("Commercialization") of the goods provided does not infringe, dilute, misappropriate, or otherwise violate ("Infringe") any patent, trademark, trade name, copyright, trade secret, or other intellectual property or proprietary right ("Intellectual Property Right") of any third-party. To the fullest extent permitted by law, Seller agrees to defend, indemnify and hold the Buyer and its agents, representatives, employees, officers, directors, affiliates, successors and assigns, and customers harmless from any and all claims, demands, actions, damages and liabilities (including attorney's fees) asserting that Commercialization of the goods by any of the Indemnified Parties (as defined below) Infringes any third party Intellectual Property Right.
18. **INDEMNITY & INSURANCE** – To the fullest extent permitted by law, Seller shall indemnify, defend and hold harmless Buyer, its parent companies, directors, officers, employees, agents, affiliates, representatives, successors and assigns, and any of Buyer's customers buying or using the goods or services (collectively, the "Indemnified Parties"), from and against any and all suits, actions, legal or administrative proceedings, claims, demands, damages, liabilities, interest, attorneys' and other professional fees, costs and expenses of any nature, whether arising before or after delivery of the goods and/or services, for which the Indemnified Parties might become liable as a result of any act, omission, fault, or negligence, whether active or passive, of Seller or of anyone acting under Seller's direction or control or on its behalf, in connection with or incident to Seller's performance of the Terms, including, without limitation, (i) any claims for death, personal injury, property damage and any other losses caused by defective goods or services or by the willful or negligent acts or omissions of Seller, (ii) any claims arising out of any misconduct, misrepresentation, breach or default by Sellers with respect to ownership, possession, use, operation, condition, sale, purchase, lease, maintenance, selection, manufacture, or delivery of any item or items of goods or services (including, without limitation, latent and other defects, whether or not discoverable by Buyer), and (iii) any other claims arising out of Seller's negligence, willful misconduct or breach of any representation, warranty or obligation set forth herein. Seller shall not enter into any settlement for any third-party claims without Buyer's prior written consent. These defense, indemnification and hold harmless obligations shall be in addition to any warranty obligations of Seller and shall survive the termination or expiration of the relationship or course of dealing between Buyer and Seller. Seller agrees to maintain Comprehensive General Liability and Product Liability insurance, including property damage coverage, in an amount and form satisfactory to Buyer. Upon request, Seller agrees to provide Buyer with certificates evidencing that such insurance is being maintained.
19. **LIMITATION OF LIABILITY** – BUYER'S ENTIRE LIABILITY TO SELLER, IF ANY, FOR ANY CLAIMS, DEMANDS, CAUSES OF ACTION, ARISING IN TORT, CONTRACT, OR OTHERWISE, INCLUDING WITH RESPECT TO ANY STATUTORY CLAIM, IS LIMITED SOLELY TO THE PURCHASE PRICE ACTUALLY PAID BY BUYER UNDER THE TERMS. NOTWITHSTANDING THE FOREGOING LIMITATION, BUYER SHALL NOT BE LIABLE TO SELLER FOR SPECIAL, INDIRECT, ECONOMIC, INCIDENTAL, EXEMPLARY, PUNITIVE OR CONSEQUENTIAL DAMAGES ARISING UNDER THE TERMS, OR OTHERWISE, WITH RESPECT TO THE SALE, PURCHASE, OR USE OF THE GOODS OR SERVICES, INCLUDING ANY LOST REVENUE OR PROFITS, BUSINESS INTERRUPTION OR DAMAGE TO BUSINESS REPUTATION, REGARDLESS OF THE THEORY UPON WHICH ANY CLAIM MAY BE BASED, INCLUDING, WITHOUT LIMITATION, TORT, BREACH OF CONTRACT, BREACH OF WARRANTY, NEGLIGENCE, PRODUCT LIABILITY OR ANY STATUTORY CAUSE OF ACTION. NOTHING IN THE TERMS SHALL EXCLUDE OR LIMIT SELLER'S LIABILITY FOR FRAUD, PERSONAL INJURY OR DEATH CAUSED BY SELLER'S NEGLIGENCE OR WILLFUL MISCONDUCT.
20. **COMPLIANCE WITH LAWS AND CODE OF CONDUCT**– Seller, in its performance hereunder, shall comply with all applicable laws, regulations, codes, standards, ordinances and orders.
21. **ASSIGNMENT** – Seller acknowledges that the goods and/or services to be provided to Buyer hereunder are unique and personal. Accordingly, Seller shall not assign the Terms or any rights hereunder without the prior written consent of Buyer. Any attempted assignment without such

written consent shall render the Terms null and void with respect to Buyer's obligations hereunder.

22. WAIVER – No failure to exercise, and no delay in exercising, on the part of Buyer any right, power or privilege hereunder will operate as a waiver thereof, nor will any single or partial exercise of any right, power or privilege hereunder preclude further exercise of the same right, power or privilege.

23. VALIDITY OF PROVISIONS – In the event any provision or any part or portion of any provision of this Purchase Order shall be held to be invalid, void or otherwise unenforceable, such holding shall not affect the remaining part or portions of that provision, or any other provision hereof.

24. JURISDICTION AND DISPUTES – The laws of the state of Indiana shall govern the validity, construction, interpretation, and effect of the Terms, without regard to its choice of law rules. The parties irrevocably consent to the personal jurisdiction of the state and federal courts of

the state of Indiana for any and all disputes arising out of or in connection with this Agreement and expressly waive any defense of forum non convenience. The parties hereby acknowledge that the rules of the United Nations Convention on Contracts for the International Sale of Goods (CISG) shall not apply hereto and shall not be used for interpretation of the sale of goods hereunder.

25. Survival – The obligations of the parties under the purchase order and the terms and conditions set forth herein which by their nature would continue beyond termination, cancellation or expiration of the purchase order, including without limitation those in Sections 7, 8, 9, 10, 16, 17, 18, 19, 20, 22, 23, 24 and 25, shall survive termination, cancellation or expiration of this purchase order. In the event of any conflict between the terms and conditions set forth herein and the face of the purchase order, the terms on the face of the purchase order shall prevail.